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DRAFT

E.P.& S.W. ENGINEERS' AGREEMENT

PROPOSED RE-PRINT

APRIL - 1987

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AGREEMENT

BY AND BETWEEN THE

SOUTHERN PACIFIC TRANSPORTATION COMPANY

WESTERN LINES

(FORMER EL PASO AND SOUTHWESTERN SYSTEM)

AND ITS LOCOMOTIVE ENGINEERS

represented by the

GENERAL COMMITTEE OF ADJUSTMENT

of the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

EFFECTIVE

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A G R E E M E N T

It is hereby agreed by and between the Southern Pacific Transportation Company (Western Lines) and its locomotive engineers on the former El Paso and Southwestern System, represented by the General Committee of Adjustment, Brotherhood of Locomotive Engineers, that the following rules and regulations shall govern the rates of pay an working conditions of locomotive engineers on the former El Paso and Southwestern System, effective as of

ARTICLE 1
PASSENGER RATES AND OVERTIME FOR PASSENGER SERVICE

Section 1. The pay in passenger service, 100 miles or less, over 100 miles at the same rate, shall be as set forth in Appendix "A".

Section 2. In all passenger service, the earnings from mileage, overtime or other rules applicable, for each day service is performed, shall be not less than the minimum rate stipulated in Appendix "A".

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

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

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

Section 3. All motor cars used in passenger service operated under train rules will be manned by engineers who have qualified for this service, regardless of whether operated by gasoline, steam, electricity or other motive power, to be paid minimum rate stipulated in Appendix "A".

Section 4. Passenger engineers doubling on short passenger runs, the single of which is less than one hundred (100) miles, and the double of which is over one hundred (100) miles, actual miles and overtime will be paid when time consumed in making double does not exceed eight hours; if time consumed in making double exceeds eight hours, two singles or one hundred (100) miles in each direction will be paid.

Section 5. The schedule of a passenger train will be the limit of a trip between terminals, providing the time does not average less than twenty (20) miles per hour, and when from any cause, the time consumed exceeds this limit, overtime will be paid at the rate of twelve and one-half (12 1/2) miles per hour class rate, for all time thus consumed. Initial and final terminal time to be computed separately from road time, and paid for on the minute basis.

Ten minutes will be allowed engineer after engine has been placed on designated track and crew released from all but clerical duties.

Section 6. The running time of extra or irregular passenger trains

will be computed at the rate of twenty (20) miles per hour and in the

event of any passenger train averaging less than twenty (20) miles

per hour, engineers will be paid overtime at class rate after twenty (20) miles per hour at the rate of twelve and one-half (12 1/2) miles per hour.

Section 7. For any passenger service less than 100 miles, overtime will not begin until five (5) hours are exceeded.

Section 8. Any passenger trains handling any freight cars other than freight cars used to handle United States Mail, Baggage or Express, during the trip, will be paid full freight rates for the entire trip.

Note: Caboose not to be considered freight car; deadhead passenger equipment trains not to be considered passenger trains.

Section 9. Hostlers will be provided to take to and from all passenger trains, all passenger engines at El Paso Union Depot.

Hostlers will be required to take engineer's written report of work required on engine, and to register passenger engineer on roundhouse register.

Section 10. Engineers on assigned passenger runs, unable to make the trip under the hours of service law, will be deadheaded to their home terminal at their own expense, and the engineer handling the run will be paid for deadheading back to his home terminal.

Section 11. When an engineer on an assigned passenger run fails to reach his terminal in time to come out on his run, and another engineer is used, the engineer will change off with the regular engineer when they meet, if hours of service law will permit, under the following conditions: If engineer has as much time as the schedule of the train plus the time necessary to comply with special orders governing track conditions, except where engine may be disabled to the extent that it cannot handle train and make its schedule.

Section 12. Crews in passenger service when required to double hills, run for fuel or water, or turn out from main line on branch or spur track, shall be paid mileage of run or hours detained, whichever is the greater, with a minimum allowance of ten (10) miles for each double, or trip, so made, in addition to main line trip. When required to back up to get a start for grade to avoid doubling, the crew will be paid as for a double. This is not to apply in backing out of a side track or passing track. Mileage or time allowance earned under the provisions of this Section will be allowed on all districts, regardless of miles run by crew or time on trip. To avoid duplicate payment, the actual time consumed in performing the work must be deducted from the time used in making the trip, when computing overtime earned on the speed basis or schedule of the train.

ARTICLE 2
FREIGHT RATES AND OVERTIME FOR FREIGHT SERVICE

Section 1. (a) Rates for engineers in through and irregular freight, mine run or roustabout, belt-line, or transfer, circus trains, and all other unclassified service, shall be as follows: One hundred (100) miles or less, over one hundred (100) miles at same rate as set forth in Appendix "A".

The standard basic rates of pay of locomotive engineers in all classes of freight and yard service shall be as specified in Appendix "A" when the engineer is working without a fireman, the fireman's position having been eliminated pursuant to the provisions of Award 282.

Section 1. (b) The minimum daily earnings from all sources, for each day to which service payments are credited, of locomotive engineers (motormen) in local freight, mine run, wreck, work, helper and road switcher (not including pool, chain gang or converted) service, and not now subject to other guarantees, shall be as specified in Appendix "A".

Note: the time "local freight service" includes road service paid local freight rates, subject to the exclusions set forth above.

Section 2. In all classes of service covered by Section 1 of this Article, 100 miles or less, eight hours or less (straight-away or turnaround) shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to the class of engine or other power used.

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, divided by twelve and one-half (12 1/2). Overtime shall be paid for on the minute basis at an hourly rate of 3/16 of the daily rate, according to class of engine or other power used.

Except as provided in Section 1(d), Article 3, engineers in mixed train or local freight service required to make a lap-back trip not covered by assignment, shall be allowed a minimum of 100 miles in addition to earnings of assignment, the time engaged and the mileage made on the lap-back trip to be excluded in calculating the time engaged and the mileage made on assignment.

Section 3. Engineers handling mixed runs will be allowed full freight rates, according to class of engine used.

Section 4. For local way freight service, fifty-six (.56) cents per hundred (100) miles, or less, shall be added to the through freight rates, according to the class of engine; miles over one hundred (100) to be paid for pro rata.

Section 5. In addition to assigned local freight trains and mine runs, engineers handling freight or mixed trains required to set out or pick up car or cars at three or more station, to load or unload freight, to load or unload stock not handled in their, or do station switching between the terminals of their run, shall be allowed local freight rates of pay for the entire trip.

The following will not be considered local freight work under this rule: Setting out disabled cars; picking up or setting out water cars for train engine use only.

"Station switching" is defined as placing car or cars at stations on industrial tracks when one or more switches have to be made to properly place car or cars set out or handled. If engineers are required to move car or cars off industrial track in order to place car or cars set out or handled, this constitutes "station switching."

Switching in connection with picking up car or cars or replacing car or cars disturbed by such movements, or where car or cars set out are place on industrial track without additional switching, is not "station switching."

Where under schedule rules or accepted practices, a part of the crew receives local freight rates, the engineer will receive not less than the local freight rate.

ARTICLE 3
MORE THAN ONE CLASS OF ROAD SERVICE

Section 1. (a) Engineers employed in any class of road service may be required to perform two or more classes of road service in a day or trip subject to the following terms and conditions:

Except as qualified by Section 1(b) below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day will be paid for the combined service.

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

Section 1. (b) Engineers in through freight and passenger service only shall receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis for all additional time required in the other class of road service.

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

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

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

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

(1) 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.

(2) 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.

(3) 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 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.

(4) 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 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.

(5) 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.

Section 1. (c) This Section 1 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, and (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.

Section 1. (d) This Section 1 does not involve the combining of road with yard service nor modify or set aside (1) lap-back or side trip rules except when a combination of service includes work, wreck, helper or pusher service and such movements are made in the performance of work, wreck, helper or pusher service; (2) conversion rules, and (3) terminal switching and/or special terminal allowance rules.

Section 2. Yard engineers shall not be used in road service when road engineers are available, except in case of emergency. When yard engineers are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay, and without any deductions therefrom for the time consumed in said service.

This Section not to apply to C. & A. switch engines or Douglas yard engines when run to C. & A. smelter, nor to services covered by Section 3(b) of Article 8.

Note: It is understood that when men are deadheaded to

outlying points to relieve men or runs, or in switching service, if service has commenced on run or day's work on which men deadheaded are to be used, and the men deadheaded are used continuously to complete service started, service will be combined and paid for as per Section 1 of this Article.

If not used as above, payment will be made for each class of service as provided for in this schedule.

The rules of this Article do not permit combining pay for service of an engineer with that of a fireman or vice versa. It is further understood this rule will not abridge or modify the first in first out of terminal rules of this schedule.

ARTICLE 4 BRANCH LINE SERVICE

Section 1. On Branch runs between: Douglas and Courtland; Bisbee Junction and Bisbee; Lewis Springs and Fort Huachuca; Tombstone and Benson, payment to be for each day of the calendar and continuous from establishment of assignment to its termination.

Section 2. Engineers regularly assigned to these Branches will receive not less than a day's pay, as hereinafter defined, for each day of the assignment, whether used or not.

Section 3. Engineers relieving men regularly assigned to these runs will receive the same pay, for the time relieving, as the men regularly assigned would have received had they remained on the assignment.

Section 4. Miles at through freight rates for the class of engine used to equal the minimum guarantee for the engineer shall constitute a day's work. Miles in excess of the mileage constituting a day's work to be paid for at through freight rates per mile for engine used.

Section 5. Time in excess of the time required to equal the minimum guarantee, as shown in the rates set forth in Appendix "A" and overtime where no minimum guarantee is shown, will be paid for at 3/16 of the through freight rates, according to the class of engine used.

ARTICLE 5
PAID HOLIDAYS

Section 1. The following provisions shall apply to regularly assigned engineers in yard service, and regularly assigned road service employees paid on a daily basis as follows:

(a) Each regularly assigned engineer in yard service, and each regularly assigned road service engineer in local freight service, including road switchers, roustabout runs, mine runs or other miscellaneous service engineers, 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 of service in which last engaged for each of the following enumerated holidays:

New Year's Day; Washington's Birthday; Good Friday; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Day After Thanksgiving; Christmas Eve; Christmas Day; New Year's Eve.

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 engineer 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.

Note: 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.

(c) To qualify for holiday pay, a regularly assigned engineer referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned engineer 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 engineer must fulfill such assignment. However, a regularly assigned engineer whose assignment is annulled, canceled or abolished, or a regularly assigned engineer 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, and the holiday falls on a workday of his assignment. If the holiday falls on the

last day of an engineer'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 proceeding work week shall be considered the workday immediately preceding the holiday.

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

(e) That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the ten holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified engineers provided by this rule will apply.

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

(g) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding and following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

Section 2. The following provisions shall apply to extra engineers on seniority rosters that confine the exercise of seniority to a particular yard or yards, and extra employees on a common extra list protection both road and yard service:

(a) Extra engineers on seniority rosters which confine the exercise of seniority to a particular yard or yards, who meet the qualifications provided in paragraph (b) of this Section 2, and extra employees on a common extra list protecting both road and yard service, who meet the qualifications provided in Note 2, paragraph (b) of this Section 2, shall receive one basic day's pay at the pro rata rate on each of the following holiday:

New Year's Day; Washington's Birthday; Good Friday; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Day After Thanksgiving; Christmas Eve; Christmas Day; New Year's Eve

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

is worked on the holiday, the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

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

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

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

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

Note 2: To qualify, employees on a common extra list protecting both road and yard service, must have compensation credited for yard or hostler service on not less than eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday.

(c) Deleted.

(d) Any of the extra yard service employees described in paragraph (a) of this Section 2 who works on any of the holidays listed therein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

Note: 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.

(e) As used in this Section 2, the terms "calendar day" and "holiday" on which yard services is performed refer to the day to which service payments are credited.

Note 1: An employee subject to this Section 2 whose service

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

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

(f) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding and following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

ARTICLE 5 1/2
VACATIONS

Section 1. (a) Effective January 1, 1973, each employee, subject to

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

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by 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.)

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

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in year 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 vacation. (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.)

Section 1. (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 of 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 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 vacation. (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.)

Section 1. (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 organization 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 seventeen or more years of continuous service renders service of not less than two thousand seven hundred and twenty (2720) basic days in miles or hours paid for as provided in individual schedules.

Beginning with effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacation. (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.)

Section 1. (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.

Beginning with effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services

shall be computed as 1.3 days, for purposes of determining qualification for vacation. (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.

Section 1. (f) (Not Applicable.)

Section 1. (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 computation provided for in Section 1(a), (b), (c), (d) and (e), respectively.

Section 1. (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 and two hundred and eighty (1280) basic days under Section 1(c), two thousand and seven hundred twenty (2720) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

Section 1. (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.

Section 1. (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.

Section 1. (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.

Section 1. (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 of 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 May 23, 1952, became 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 (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. Vacation, 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. Vacation 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 instance. 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 vacation. 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.

Section 7. (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 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 disputes or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employe members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11. This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organization 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 condition which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understanding shall no be inconsistent with this agreement.

Vacation Implementation Agreement

Section 15. (a) It is understood and agreed that the Company will assume no additional expense as a result of granting the privilege of split vacations as set forth in this agreement.

It is further understood and agreed that the exigencies of the service create practical difficulties making it impossible to grant vacations to each and all of the employees during the year, but insofar as conditions will permit without detriment to the service it is agreed that vacations shall be granted or payments made in lieu thereof to employees heretofore referred to who have qualified therefor in the following manner:

(b). Vacation periods of fifty-two (52) separate and consecutive units of seven (7) days each shall be established for employees in each calendar year, each of such separate units to commence on Monday of each week, with the following exceptions:

(1) In any calendar year in which January 1st shall fall on a day other than Monday, the first seven (7)-day unit shall commence on January 1st in lieu of the first Monday;

(2) In any calendar year the last 5-week period shall start on November 27; the last 4-week period shall start on December 4; the last 3-week period shall start on December 11; the last 2-week period shall start on December 18; and the last 1-week period shall start on December 25, even though those dates may fall on a day other than Monday.

Note: Subsection 15(b)(2) is only applicable when vacation period extends to the end of the year.

(c). The superintendent and local chairman or local chairman, BLE, effectuated shall cooperate in determining the total number of employees of the separate seniority districts under the jurisdiction of such superintendent that shall be granted vacations in each of the fifty-two (52) separate units, and employees who qualify for vacations shall, to the extent of the total number so determined, be assigned vacation periods as follows:

(1) Employees who qualify for a vacation of five weeks and do not elect to split their vacation shall be assigned their choice of a vacation period of any five consecutive units set forth in paragraph 1, in accordance with their seniority.

An employee who qualifies for a vacation of five weeks and elects to split his vacation may select one period of four consecutive units and one period of one unit, or he may select one period of three consecutive units and another period of two consecutive units, as set forth in paragraph 1. An employee thus electing to split his vacation will designate his first choice as between the two periods selected, which first choice will be assigned in accordance with his seniority.

After all employees have been assigned a vacation period, the second period selected will be assigned to available unassigned units with due regard to the employee in his

seniority order, consistent with requirements of the service.

(2) Employees who qualify for a vacation of four weeks and do not elect to split their vacation shall be assigned their choice of vacation period of any four consecutive units set forth in paragraph 1, in accordance with their seniority.

An employee who qualifies for a vacation of four weeks and elects to split his vacation may select one period of three consecutive units and one period of one unit, or he may select one period of two consecutive units and another period of two consecutive units, as set forth in paragraph 1. An employee thus electing to split his vacation will designate his first choice as between the two periods selected, which first choice will be assigned in accordance with his seniority.

After all employees have been assigned a vacation period, the second period selected will be assigned to available unassigned unit or units with due regard to the employee in his seniority order, consistent with requirements of the service.

(3) Employees who qualify for a vacation of three weeks and do not elect to split their vacation shall be assigned their choice of a vacation period of any three consecutive units set forth in paragraph 1, in accordance with their seniority.

An employee who qualifies for a vacation of three weeks and elects to split his vacation shall select one period of two consecutive units and one period of one unit, as set forth in paragraph 1. An employee thus electing to split his vacation will designate his first choice as between the two periods selected, which first choice will be assigned in accordance with his seniority.

After all employees have been assigned a vacation period, the second period selected will be assigned to available unassigned unit or units with due regard to the employee in his seniority order, consistent with requirements of the service.

(4) Employees who qualify for a vacation of two weeks and do not elect to split their vacation shall be assigned their choice of a vacation period of any two consecutive units set forth in paragraph 1, in accordance with their seniority.

An employee who qualifies for a vacation of two weeks and who elects to split his vacation shall select one period of one unit and a second period of one unit, as set forth in paragraph 1. An employee thus electing to split his vacation will designate his first choice as between the two periods selected, which first choice will be assigned in accordance with his seniority.

After all employees have been assigned a vacation period, the second period selected will be assigned to an available unassigned unit with

due regard to the employe in his seniority order, consistent with requirements of the service.

When two periods are requested as set forth in paragraphs C(1), C(2), C(3), and C(4), only one of such periods will be assigned between June 4th and September 16th of each year.

(5) Employees who qualify for a vacation of one week shall be assigned their choice of a vacation period of any one unit set forth in paragraph 1, in accordance with their seniority.

(d). Notice shall be posted by the Company not later than November 15, each year, setting forth the units in which vacations will be granted. Employees entitled to vacation may make application, in duplicate, for their preference choices of vacation periods by units, either by mail or filed in person with the designated Company officer or other representative on or before December 1. A triplicate copy of the application may be retained by the employee as evidence if he so desires. Duplicate copy of the employee's application for vacation shall be returned to him, on which shall be endorsed the vacation period or periods which have been assigned to him.

(e). Employees in active service who have qualified for a vacation and who fail to make written application for a vacation, or fail to specify their preference of a vacation period on their written application, shall be assigned a vacation at the discretion of the Company without respect to seniority standing and shall be promptly notified of the vacation assigned to them, except employees on leave of absence or on sick leave during the entire period November 15 to December 1, inclusive, shall file application for vacation within 10 days from date of reporting for duty and shall, in accordance with their seniority, be added to the vacation period of their seniority choice; employees who continue on furlough or leave of absence or sick leave during the entire calendar year in which entitled to a vacation shall be allowed payment in lieu of a vacation.

(f). Pursuant to section (c), not more than two vacation periods will be assigned to an employee during any year. The vacation period or periods assigned will apply if during that period (or those periods, if the vacation is split) the employee is in service under working agreements with Brotherhood of Locomotive Engineers or United Transportation Union.

(g). If operation conditions permit the granting of an actual vacation to an employee during the period or periods assigned to him, a vacation allowance therefor shall be computed and paid to him in accordance with the provisions of the Vacation Agreement.

The allowance to an employee who splits his vacation under the provisions of this Agreement will be the same rate in the second period of his vacation as paid in the first period of his vacation, the same as if the vacation had not been split.

(h). If operation conditions do not permit the granting of an actual vacation to an employee during the vacation period or periods assigned to him, the vacation allowance to the said employee shall be computed and paid

to him in accordance with the provisions of the Vacation Agreement in the same manner as though an actual vacation had been accorded.

If operating conditions permit the granting of an actual vacation in one assigned period of an employee's assigned split vacation but operating conditions do not permit the granting of an actual vacation in the other assigned period, a vacation allowance shall be computed and paid to such employee in accordance with the provisions of the Vacation Agreement in the same manner as though an actual vacation had been accorded in both assigned periods. It is further understood that the allowance made will be the same rate in the second assigned vacation period as paid in the first assigned vacation period, the same as if the vacation had not been split.

(i). An employee who may be laying off during the vacation period to which he is assigned shall be compensated in accordance with the provisions of the Vacations Agreement in the same manner as though he had not been laying off of his own volition during the said vacation period.

(j). Claims for vacation pay during the period to which assigned shall be made by submitting time return (Form 2370) immediately prior to commencement of the assigned vacation period or periods, dated as of the date vacation period is assigned to commence, except that when vacation extends into following pay roll periods, separate time returns (Form 2370) will be submitted for each pay roll period, showing thereon vacation dates applicable to each separate pay roll period.

(k). In the application of this Agreement no employee shall have claim for compensation because of another employee having been granted or not granted an actual vacation during the period assigned to him.

(l). The provisions of paragraphs (g), (h), (i), (j), and (k) of this Agreement shall not be applicable unless, at the beginning of the vacation period assigned to him, the employee is actually occupying a position within the scope of the agreements with Brotherhood of Locomotive Engineers or United Transportation Union.

(m). --

(1) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at the beginning and/or end of his vacation period, the number of vacation days at the request of the employee in writing may be reduced in one year and adjusted in the next year.

Employees assigned a split vacation may, to avoid loss of time at the end of the first vacation period, request in writing the number of vacation days to be reduced in the first vacation period and adjusted in the second vacation period, and then, if necessary to avoid loss of time at the end of the second vacation period, may request in writing the number of vacation days to be reduced in the second vacation period and adjusted in the next year.

(2) After the vacation begins, layover days during the vacation period or periods shall be counted as a part of the vacation.

(n). Employees will not be permitted to exchange vacation periods, nor may any change be made in the vacation period which has been properly assigned to an employee, except as provided in paragraph (m) hereof.

(o). -

- (1) Vacations shall be commenced and terminated at points at which reliefs are made in accordance with agreement provisions.
- (2) Where relief for vacation for employees assigned split vacation periods incurs deadheading, deadhead pay for one round trip only will be allowed for the combined relief periods and payments shall be divided as follows:

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

(b). The relief employee returning from the outlying point after completing relief for the second period will be allowed deadhead pay only for the return trip.

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

(d). Where employees request and are granted permission to lay off for the purpose of extending their absence in connection with their assigned vacation period, such absence requiring relief will be considered vacation relief within the meaning of this rule.

ARTICLE 6
HELPER SERVICE

Section 1. Rates of pay for engineers in assigned helper service shall be as set forth in Appendix "A".

Section 2. Engineers will be regularly assigned to helper service at points where helpers are habitually used.

Section 3. One hundred (100) miles or less, eight (8) hours or less, at the rate according to class of engine used, to constitute a day. Mileage in excess of one hundred (100) to be paid for pro rata rate. Overtime to be computed and paid for on the minute basis at 3/16 the daily rate.

Section 4. Engineers assigned to helper service will be allowed the minimum of one hundred (100) miles at rate applicable to the engine used on the run or to the engine upon which they perform their last service, for each day assigned to this service on which trip is not begun.

Section 5. Helpers will be assigned to specified districts, and the point at which the helper is regularly tied up will be designated as the home terminal. When helper service extends over an entire district, rules and rate for class of engine and service shall apply. Engineer helping passenger trains will be paid as provided for in this Article.

Section 6. Where engineer not assigned to helper service is used to push or help any train, payment will be in accordance with rules and rates of freight service.

Note: This not to conflict with Section 5 of this Article.

ARTICLE 7
WORK TRAIN SERVICE

Section 1. Engineers regularly assigned to work train service will be paid as hereinafter defined for each day of the assignment, whether used or not, Sundays excepted. Assignment to be for each calendar working day, continuously from establishment to its termination. If worked on Sunday will be paid pro rata.

Section 2. Miles at through freight rates according to the class of engine used to equal the minimum guarantee shall constitute a day's work. Miles in excess of the mileage constituting a day's work to be paid for at through freight rates per mile. Time in excess of the time required to equal the minimum guarantee as set forth in Appendix "A" and overtime where no minimum guarantee is shown will be paid for at 3/16 of the through freight rate, according to the class of engine used.

Section 3. Engineers relieving men regularly assigned to these runs will receive the same pay for the time relieving as the men regularly assigned would have received had they remained on the assignment.

Section 4. Engineers will be given thirty (30) minutes for noon hour between the hours of 11:00 A.M. and 1:00 P.M. and if not given, engineers will be paid one hour overtime in addition to the daily rates.

Section 5. When engineer is deadheaded to tie-up point of work train to fill vacancy on same and, or, on completion of day's work deadheads from tie-up point of work train to district terminal, he will be allowed deadhead mileage in accordance with Article 14, in addition to time allowed in work train service. Engineers deadheaded to an outside point to inaugurate service on an extra or unassigned work train, will be paid deadhead mileage under the provisions of Article 14, and will commence work train day at the time of arrival at such outside point in deadhead service.

Section 6. Engineers performing work train service inside of yard limits will be paid work train rates, with the understanding that any switching to be done in connection with the work will be done by the crew in this service.

Section 7. Engineers in work train service five (5) days or less consecutively, will be considered temporarily in work train service, and will be paid full freight rates. All work train rules apply to temporary work trains except where revenue cars are handled, in which case through freight rules will apply.

Note: It is understood that in the application of Section 7 in this Article, that in temporary work train service pool freight engineers will be used out of terminals up to the expiration of the five (5) day period, or when the work train is bulletined, after which time it will be handled from the extra board until the expiration of the bulletin period, when regular engineer will be assigned.

Section 8. Engineers ordered into work train service will be run to a station where eating accommodations and a place to sleep can be procured, except where the Company furnishes such accommodations.

Section 9. (a) The tie-up point will be considered the work train terminal.

Section 9. (b) Engineers in work train service five (5) days, or less, will be tied up at points where sleeping accommodations can be procured, unless the Company furnishes beds, except in emergency cases, such as wrecks, washouts, or snow blockades.

Section 9. (c) Engineers to be used in work train service in excess of five days, will be so notified, that they may prepare themselves with bedding, the Company to furnish a caboose, or bunk car, equipped with cushions, for crews to sleep in.

WRECKING SERVICE

Section 10. Engineers sent out in wrecking service will be paid through freight rates. Time to be computed continuously from time required to report for duty at terminal until line is cleared for traffic, unless tied up under the provisions of the law limiting hours of service. Article 23, Sections, 1, 2 and 3 will apply to engineers sent out in wrecking service.

Engineers may be released from wrecking service and returned to district terminal when line is cleared for traffic, and engineer or engineers used under work train rules to rerail cars, pick up wreckage, or repair damage to right of way.

ARTICLE 8
YARD SERVICE

Section 1. (a) Rates of pay for engineers in assigned yard service shall be as set forth in Appendix "A".

Section 1. (b) Rates of pay for engineers in unassigned yard service shall be as forth in Appendix "A".

Section 2. When two or more engines of different weights on drivers are used during a day's work in yard service, the highest rate applicable to any engine used shall be paid for the entire day's work.

Section 3. (a) Through freight rate when higher than yard rate, according to the class of engine, will apply to the first engine going to work after 6:30 A.M. in Bisbee yard.

When through freight rate is higher than the yard rate, the following to apply:

As long as there is one switch engine in the Bisbee yard the Company will pay through freight rate. If there are two crews in the Bisbee yard, one engineer will receive the through freight rate and the other the switching rate. With three switch engines in the Bisbee yard, one engineer will receive the through freight rate and the other two engineers the switching rate. With four switch engines in the Bisbee yard, two engineers will receive the through freight rate and the other two engineers the switching rate, and so on indefinitely.

When yard rate of pay is higher than through freight rate of pay, .97 shall be added to the current rate of pay applicable to the engine used as tabulated in Section 1, for those engineers that would be entitled to receive through freight rate were the through freight rate higher than the yard rate.

Rules governing yard service to apply to engineers in yard service in the Bisbee yard.

Section 3. (b) In addition to the "Ft. Bliss engine" designated in Article 7 of the El Paso Yard Merger Agreement signed at El Paso, November 19, 1924, the Company shall have the right to augment service in the district east of the present El Paso yard and switching limit (Mile Post 1300.54) ant the station mile board east of Planeport with Carrizozo seniority district engineers working in El Paso yard service.

Ninety-seven (.97) cents, which is subject to future wage adjustments, shall be added to the current rate of pay applicable to the engine used as tabulated in Section 1, for engineers in yard service required during their tour of duty in El Paso yard service, to perform service beyond the location of the easterly El Paso yard and switching limit (Mile Post 1300.54) but not beyond the station

mile board east of Planeport.

Note: The right of the Company to augment service on the district shown above by El Paso yard engines does not include the handling of complete westward trains set out by road service engineers at Planeport and later moved intact into El Paso yard. Likewise, complete eastward trains may not be handled by El Paso yard engines from El Paso yard to Planeport and set out at the latter point for further eastward movement, intact, by road service engineers. Trains of such character will be handled between Planeport and El Paso by pool freight engineers.

Equipment moving empty El Paso to Ft. Bliss-Planeport for loading and further movement eastward or westward, or equipment arriving at and made empty at Ft. Bliss-Planeport, may be handled between El Paso yard and Ft. Bliss-Planeport by El Paso yard engines manned by Carrizozo District engineers.

Engineers required, during their tour of duty in Douglas yard service, to perform service beyond the location of the westerly yard and switching limit (Mile Post 1106.02) but not beyond the station mile board west of Calumet, shall be compensated in accordance with paragraph preceding the above Note.

COMBINATION ROAD-YARD SERVICE ZONES

Section 3. (b)-1: At points where yard crews are employed, combination road-yard service zones may be established within which yard engine 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 twenty (20) miles, or the entrance switch to the last industry, whichever is the lesser. The distance referred to herein are to be computed from the switching limits existing on the date of this agreement (July 26, 1978), except where the parties on individual properties may agree otherwise.

(B) Within Road-Yard Service Zones, yard engine 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 movements into the yard before arrival of said road crew or crews. Yard engine crews may be used to perform such service without any additional compensation and without penalty payments to road crews.

Note: The use of yard engine 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 engine crews in Road-Yard Service Zones established under this Section 3(b)-1 may not be used to reduce

or eliminate road crew assignments working within such zones.

(D) Nothing in this Section 3(b)-1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement (July 26, 1978).

Section 3. (b)-2 At points where yard crews are employed, combination Road-Yard Service Zones may be established within which yard engine 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 3(b)-2 are limited to a distance not to exceed twenty-five (25) miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement (July 26, 1978), except where the parties on individual properties may agree otherwise.

(B) Within Road-Yard Service Zones, yard engine 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 engine crews shall be paid miles or hours, whichever is the greater, with 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 3(b)-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 3(b)-2 where restrictions did not exist prior to the date of this agreement (July 26, 1978).

(D) This Section 3(b)-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 (July 26, 1978).

Section 3. (b)-3: Time consumed by yard engine crews in Road-Yard Service Zones established under this Section 3(b)-1 or -2 will not be subject to equalization as between road and yard service crews and/or employees.

Section 3. (c) Engineers assigned to or filling vacancies on those yard assignments with on- and off-duty point at Alfalfa, in El Paso Terminal, will be allowed 20 minutes at straight time rate of pay in addition to any other compensation payable for their day's work.

Section 3. (d) An engineer operating in other than extra or assigned

yard service required to perform yard service at any point where yard engines are employed shall be allowed the yard or freight rate, whichever is the greater, with a minimum of one day.

ROAD/YARD MOVEMENTS

Section 3. (d)-1 A road freight engine crew may be required to perform the following work in connection with its own train at points where yard crews or hostlers are employed:

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

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

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

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

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

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

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

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

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

Note: The foregoing provisions of this subSection (F) shall

not be construed to change existing rules covering the preparation or laying up of locomotives.

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

Section 3. (d)-2 Work that may be required of a road freight engine crew under paragraph 1 above, may include the performance of interchange movements as specifically set forth below:

(A) Receive its over-the-road train from a connecting carrier or deliver its over-the-road train to a connecting carrier with or without the motive power and/or caboose, provided such train is a solid train and moves from one carrier to another intact, and further provided, that such movements are confined to tracks on which the carrier now has the right to operate with road, yard or transfer engine crews. The acceptance of a solid train from a connecting carrier shall be considered a pick up, either the original pick up to commence outbound trip or the additional pick up, as provided for under paragraph 1(A) of this Article 8. A road freight engine crew performing interchange movements may only deliver its over-the-road train to the connection carrier, and shall not be required to make any set outs at its final terminal.

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

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

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

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

Section 3. (d)-3 Except as may be provided for in this Article 8, road engine crews will not be required to perform work on tracks of another carrier where road and/or yard crews do not now have the right to do so.

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

Section 3. (d)-4 When work is performed by a road freight engine crew, as provided in paragraphs 1 and 2 above, such work shall be

considered as part of its road trip, and additional compensation for such work shall not be paid under either road, yard or hostling rules or regulation. Provided further, however, that rules or regulations which not provide for payments to road crews for performing work in excess of, or other than that enumerated herein, will not be affected by the provisions of this Article 8.

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

Section 3. (d)-5 When a road crew performs work as provided herein, neither engine crews nor hostlers shall be entitled to any penalty pay or other compensation. There will be no change in work permitted or in the compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.

Section 3. (d)-6 The foregoing provisions of this Article are not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement.

Section 3. (d)-7 Every employee deprived of employment as the direct or indirect application of the foregoing provisions shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936, except that the 60% of the average monthly compensation will be changed to 100% (less earnings in outside employment) and be extended to provide periods of payment equivalent to length of service not to exceed 5 years, and to provide further that allowances in Section 7(a) be increased by subsequent general wage increases.

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

Section 4. Eight (8) hours or less shall constitute a day's work.

Section 5. Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate. In the application of this rule the following shall govern:

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

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

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

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

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

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

INTERPRETATION SECTION 5

Question 95: What compensation should be allowed for additional service where a crew is regularly assigned to work 12:00 midnight to 8:00 A.M., and service performed not affected by exceptions outlined in this rule:

- (a) is required to cover the third shift on the same day - 4:00 P.M. to 12:00 midnight?
- (b) is required in an emergency to work 8:30 A.M. until 11:30 A.M.?
- (c) is required in an emergency to work 8:00 P.M. to 12:00 midnight (four hours) on same day?
- (d) is given 48 hours' notice and assignment is moved up an hour, starting at 11:00 P.M. and being relieved at 7:00 A.M., and consequently in the 24-hours period works nine (9) hours, but not more than eight hours on a shift?

Decision:

- (a) Eight hours at time and one-half.
- (b) Eight hours at time and one-half.
- (c) Eight hours at time and one-half.
- (d) On account of complying with the 48-hour provision, which makes it permissible to change beginning time, crews entitled only to a minimum day.

Question 97: What compensation should be allowed an extra man who is called at 4:00 A.M., relieves a regular man who is covering an assignment 12:00 midnight to 8:00 A.M., and the assignment works

until 9:00 A.M.?

Regular engineers working four(4) hours.
Extra engineers working five (5) hours.
Remainder of crew working nine (9) hours.

Decision:

Extra men will receive a minimum day only.

Section 6. (a) Engineers regularly assigned to yard service to be assigned for each day of the calendar continuously, from establishment of assignment, to its termination.

Section 6. (b) Yard assignments will not be canceled unless it is known in advance that same will be discontinued for a period of three calendar days or more.

When assignments are thus canceled, engineers relinquish rights thereto and will be privileged to make displacement under rules in effect. Yard assignments canceled under these conditions and later restored, will be bulletined for seniority choice under rules governing.

Engineers regularly assigned to yard service will receive not less than a day's pay as provided in Section 1 for their fixed assignment, whether used or not.

Section 6. (c) Engineers relieving men assigned to yard service will receive not less than the same pay for the time relieving as the men assigned would have received had they remained on the assignment, except as provided for in Question 97 and Decision.

Section 6. (d) Engineers used in unassigned yard service will be paid as per Section 2.

Section 6. (e) When an extra crew has been used in unassigned yard service for five (5) consecutive days, it shall be considered an assignment has been established and assignment will be bulletined as per Section 1, Article 25.

Section 6. (f) Engineers shall be assigned for a fixed period of time, which shall be for the same hours daily, for all regular members of a crew. So far as practicable, assignments shall be restricted to eight (8) hours' work.

Section 6. (g) Regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew will not be changed without at least forty-eight (48) hours advance notice.

Section 6. (h) The time for fixing the beginning of assignments or meal period is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

Section 6. (i) There shall be a specified point for going on and off duty.

Section 6. (j) Where three (3) eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 A.M. and 8:00 A.M.; the second 2:30 P.M. and 4:00 P.M.; and the third 10:30 P.M. and 12:00 midnight.

Section 6. (k) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Section 6(j).

Section 6. (l) Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 A.M. and 10:00 A.M., and the second not later than 10:30 P.M.

Section 6. (m) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Sections 6(j)-(l).

Section 6. (n) At points where only one yard crew is regularly employed, they can be started at any time subject to Section 6(g).

Section 7. (a) Yard engineers will be allowed twenty (20) minutes for lunch between four and one-half (4 1/2) and six (6) hours after starting work without deduction in pay.

Yard engineers not afforded opportunity for lunch during shift or required to work longer than six hours after assuming duty before being afforded a lunch period will allowed an additional 20 minutes at overtime rate of pay.

Note: It is understood that the twenty (20) minutes for lunch is to be given and completed by the expiration of six (6) hours.

Section 7. (b) Yard engineers will not be required to work longer than six (6) hours without being allowed twenty (20) minutes for lunch with no deduction in time or pay therefor.

Section 8. The Company will give its yard engineers the usual notice of change in working conditions as will enable them to exercise seniority rights as per Sections 3 and 5 of Article 25.

Section 9. El Paso Yard - The first yard engine after midnight will be assigned to a Carrizozo District engineer; the second to a Douglas District engineer, succeeding assignments, alternately, odd numbers to the Carrizozo District engineers and even numbers to the Douglas District engineers.

Section 10. When necessary to use a yard engine temporarily, in El Paso Yard, it will be operated by crews from the respective districts, if available, according to the number of engines, in

relations to the number of engines regularly assigned.

SWITCHING SERVICE FOR NEW AND OTHER INDUSTRIES

Section 11. (a) Where, after the effective date of the May 23, 1952 Agreement, an industry located outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with either roadmen or yardmen, or both, without additional compensation penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four (4) miles from the switching limits. Other industries located between the switching limits and such new industries may also be served by either road or yard men without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operation purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

(b) When service is performed outside of switching limits by yard men under the above provisions, the yard engineer or yard engineers involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industries in accordance with this rule and a statement of such time shall be furnished the BLE General Chairman or General Chairmen representing yard and road engineers by the carrier each month. The BLE General Chairman or General Chairmen involved may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road engineers from the seniority district on which the industries are located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employee representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

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

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

CHANGING SWITCHING LIMITS

Section 12. (a) Where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The Carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within sixty days following the date of the last conference. The carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration. The decision of the Arbitration Board will be made within 30 days after the Board is created, unless the parties agree at anytime upon an extension of this period. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon 7 days notice by the carrier.

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

ARTICLE 9
MESSENGERING ENGINES

Section 1. An engineer will be used on all steam locomotives that are hauled over the road under steam between terminal. This shall not apply when main rods are taken down. An engineer will be employed on Diesel locomotive being towed if the power plant (Diesel engine) is operating. This shall not apply, however, when said locomotive had rendered inoperative by shutting down all power plants (Diesel engines).

If not employed in accordance with the requirements of the above rule, engineer entitled to the service called for above shall be compensated under applicable rule (Article 17 or Article 18).

Section 2. If messenger is relieved at terminals en route he shall be paid under the held away from home terminal rule, and be called when wanted.

Section 3. Messengers required to go over foreign lines will be paid continuous time under this schedule from time of leaving this Company's lines until their return.

Section 4. Upon arrival of engine messengered at destination, messenger will be returned to his home terminal under pay.

Section 5. Engine messengers will go through with engine to destination if Company so desires.

ARTICLE 10
SNOW PLOW

Engineers held for or assigned to rotary snow plow service, will be allowed a minimum of 100 miles at local freight rates, for each twenty-four (24) hours so held or assigned, 100 miles or less, eight (8) hours or less to constitute a day; overtime, if earned, will be paid for at 3/16 of the daily rate, on the minute basis.

Accommodations for eating and sleeping will be provided by the Company while away from home terminals.

It is also understood that engineers in rotary snow plow service may be tied up between terminals.

Note: Rate of pay to be based on weight of engine handling plow.

ARTICLE 11
LIGHT ENGINES

Section 1. Engineers operating light engines running as Sections of passenger trains, will be paid passenger rates, otherwise freight rates.

PILOTING ENGINES

Section 2. When engineers are used to pilot engines or trains over this Company's lines they will be paid the respective rate of pay as per class of engine and service.

ARTICLE 12
SPECIAL SERVICE

Section 1. The right is conceded to the Company to select engineers for Officers' Specials.

Section 2. Engineers so selected for this service will be notified a sufficient length of time before their services are required, if possible, that they may make preparations therefor, without delay to the service.

Section 3. Engineer held to enter special service at any point, will be paid full time for all time so held, provided that at home terminals, the time of man so held will be computed from the time he should have been sent out on his run or turn. Full time will be understood to mean 100 miles class rate in service for which held, each twenty-four (24) hours so held.

Section 4. Engineers used in this service may be used for the entire trip on their respective seniority districts, regardless of engineers at terminals en route.

Section 5. Engineers handling Officers' Special may be tied up at may point. Engineers tied up under this Article between terminals on this Company's lines will be paid 100 miles for each twenty-four (24) hours held; according to engine and service. If tied up at other than his home terminal, held away from home terminal rule to govern payment.

Section 6. Engineers used in this service will be allowed rate as set forth in Appendix "A" per day of 24 hours, fractions thereof pro rata for expenses while being held at any point other than the home terminal of the engineer being used.

ARTICLE 13
SERVICE ON FOREIGN LINES

Section 1. Engineers used on foreign lines will be paid time and mileage for class of engine, and service in which used, of this schedule.

Section 2. It is understood that this schedule does not recognize terminals on foreign lines.

Section 3. Upon arrival of an engineer at a tie-up point on a foreign line, he will immediately take eight (8) hours rest; after eight (8) hours he will automatically go on duty for the succeeding sixteen (16) hours, or until such time as he may be called for service, if sooner.

Section 4. Engineers used in this service will be allowed rate as set forth in Appendix "A" per day of twenty-four (24) hours (fractions thereof pro rata) while on foreign lines for expenses.

ARTICLE 14
DEADHEADING AND LEARNING THE ROAD

Section 1. Engineers deadheading under orders will be paid full rates for class of train deadheading on, but no overtime will be allowed.

An engineer ordered to deadhead on a train or bus who receives permission to use his automobile instead will be compensated in the same manner for such deadhead as if he had deadheaded on the designated train or bus.

Note: Deadheading in the exercise of seniority will not be paid for. When men are deadheaded either on account of increase in business or permanent vacancies to be filled in the working list, such deadheading will not be regarded as the exercise of seniority.

Section 2. Engineers will be paid rate set forth in Appendix "A" per 100 miles or less for learning the road.

ARTICLE 15

ATTENDING COURT, INQUESTS, SAFETY MEETINGS, FUEL MEETINGS, BOARD OF INQUIRY, INVESTIGATIONS, INSTRUCTION CAR, PHYSICAL EXAMINATIONS

Section 1. (a) An engineer ordered into court service as a witness in the service of the Company, to attend coroner's inquest, safety meeting, fuel meeting, board of inquiry, instruction car, class of instruction, hospital examination car, or ordered by the Company to report for physical examination and found to be in a satisfactory physical condition that would have enabled him to continue in service without interruption, or called to give statement or deposition, shall be compensated as hereinafter set forth with necessary expenses when away from home terminal, claim for expenses to be approved by the department for which said service was performed.

Section 1. (b) If time is lost an engineer shall be allowed not less than he would have earned on each date his assignment or turn performed service. On dates his assignment or turn does not operate while he is being held off his assignment to perform any of the above services at a point other than his home terminal, he shall be allowed one day at the rate specified in Appendix "A" for each day engaged in or held for any of such services.

Section 1. (c) If no time is lost but an engineer is required by the Company to travel from a terminal to a location beyond a terminal or from a location beyond a terminal to a terminal, before beginning or after completing day's work, or on layover day, to perform any of the above services, the engineer will be allowed one day at the rate specified in Appendix "A" to cover both the deadhead and the performance of any of the above services if the total miles deadheaded are less than 100 miles.

If the total miles deadheaded are 100 or over and the engineer is required to perform any of the above services, he will be allowed the actual miles deadheaded plus one day at the rate specified in Appendix "A".

Section 2. An engineer performing any of the service covered by Section 1, this Article, during off-duty periods at a terminal, will be allowed the actual time consumed at the rate specified in Appendix "A" per hour including the time required to travel within the terminal to and from his place of residence and the place where any such services were required, with a minimum allowance of two (2) hours.

Section 3. The allowances set forth in Sections 1 and 2, this Article, will be made to an engineer who is required by the Company to attend an investigation as a witness and/or attend an investigation pursuant to a directive of the Company rather than by election, notwithstanding he is found at fault and disciplined to a degree less than dismissal.

If an engineer elects to exercise his right to an investigation, in lieu of accepting a waiver thereof, the allowances set forth in

Section 1 and 2, this Article, will not be made in the event he is found at fault.

The calculation of any time lost under Section 1, this Article, shall not extend beyond the time the engineer first commences service on his assignment after his release from an investigation, except, if the engineer's original turn is in service at the time the engineer first commences service on his assignment after his release from an investigation, he will be allowed the difference as between his earnings and any greater earnings of his original turn in service then in progress.

An engineer in extra passenger or pool freight service attending an investigation at the direction of the Company at other than a home terminal will retain his position on the list of engineers to which assigned unless removed from service by the Company.

Section 4. Engineers will not be called for any other service while being held off for court service.

JURY DUTY

Section 5. 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 qualifications requirements and limitations:

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

ARTICLE 16
CALLED AND NOT USED

Section 1. Engineers called for duty, and not used will receive pay for fifty (50) miles and stand first out.

Section 2. Under this rule engineers have not been used unless coupled to train and train moved out on the main line, and is entirely clear of the lead switches in the direction headed in the yard, unless crews have been used to perform other service other than preparing engine for trip previous to coupling to train. If crews have coupled to train and moved as above, or if they have performed other service previous to coupling to train, they have been used.

Section 3. If called and not used and released within four (4) hours, engineers will receive pay for fifty (50) miles and stand first out.

Section 4. If called and held on duty in excess of four hours or used, engineers will receive pay for all time held on duty until released with minimum pay for 100 miles for class of engine and service, and take turn out, from time of being released, behind other engineers in the same service.

Note: This article not to abridge the rights of engineers on assigned runs to go out on same.

ARTICLE 17
RUN AROUND

Section 1. At terminals, engineers will be allowed 100 miles pay, in case they are run-around in class of service to which assigned.

Section 2. If run-around more than once the following rule will apply: When engineers have been run-around at terminals, they shall notify the Roundhouse Foreman, in writing, and after receipt of such notice by the Roundhouse Foreman, or his representative, if they are run-around again, 100 miles will be paid such engineer for each run-around after such notice has been received.

Section 3. (Blank)

Section 4. Run-around penalty provided in this Article will not apply to engineers who are run-around account of not having sufficient time to make the trip under the Hours of Service Law.

Sufficient time to be determined by taking the average time consumed for a period of 15 days immediately preceding the date of the claim for the train (if scheduled), or for trains handling similar traffic (if not scheduled) running in same direction and between points trip is to be made, to which shall be added the on-duty time before time called to depart, and the average time between arrival and tie-up time on completion of trip.

Engineers run-around under the provisions of this Section will be allowed a run-around or run-arounds, if they had as much time to work as the engineer or engineers consumed in making the trip.

Section 5. When call is placed for wrecking outfit, engineer standing first out and entitled to the work will be called, except in cases where main track is blocked and to call engineer standing first would delay wrecker beyond time members of wrecking crew are ready to proceed. In such case, the Company will be privileged to use engineers who can be secured with the least possible delay, without run-around penalty.

ARTICLE 18
HELD OFF ASSIGNED RUNS OR TURNS

Section 1. (a) Any engineer called at the instance of the Company for service not included in his assignment, thus causing him to miss the service which he would otherwise have performed had he not been so used, will be paid separately for each date on which earnings in other service do not equal earnings of service which he would have performed, not less than he would have earned had he not been so used.

For any engineer, the balance as between earnings in other service and the earnings of the engineer's original turn shall end as of the time the engineer first commences service on his assignment after his return thereto, except, if the engineer's original turn is in service at the time the engineer commences first service on his assignment after being returned thereto, he will be allowed the difference between his earnings and nay greater earning of his original turn in the service then in progress.

Section 1. (b) Except as provided in Section 1(a) of this Article, when an engineer assigned to a regular run is not used on his assignment through no fault of his own and it is operated in whole or in part, he will be allowed the full earnings of his assignment in addition to and without deduction from any other earnings for that date or trip.

Engineers so assigned shall be allowed 100 miles at the rate applicable to the engine on which last used for each day that the specific train which the engineer is assigned to operate is scheduled or bulletined to but on which day it does not operate, except when the engineer is called to depart form the initial terminal at a time prior to 12 o'clock midnight on the day the specific train is scheduled or bulletined to depart and on which day the engineer is assigned to operate it, the provisions of this Section shall not apply if the train departs from the initial terminal on the succeeding day at or before a time not in excess of one hour from the time set for the train to depart on the previous day.

The cancellation or creation of assignments to meet business conditions shall continue as the prerogative of the Company. Excepting assignments in passenger, pool freight and yard service, if the assignment of an engineer is canceled at a time between twelve (12) hours from the time the engineer last reported off duty on the assignment and one and one-half (1 1/2) hours before the time advertised to report for duty on the assignment, no allowance shall be made to the engineer whose assignment was canceled; if the assignment is canceled at a time in excess of twelve (12) hours from the time the engineer last reported off duty on the assignment or at a time within one and one-half (1 1/2) hours of the time advertised to report for duty on the assignment, an allowance of 100 miles at the rate applicable to the engine last used shall be made in favor of the engineer to cover the date the assignment was canceled.

Engineers assigned to regular runs and who through no fault of their own are not used thereon account runs not operating in whole or in part shall be allowed the full mileage of their assignments with a minimum of 100 miles at rate applying on locomotive on which last used for each day runs are scheduled or bulletined to operate.

Section 1. (c) If an engineer is not used in service to which he is entitled, or stood to perform, through no fault of his own, he shall be allowed an amount equivalent to what he would have earned in addition to any other earnings for that date or trip. This Section not to conflict with the provisions of Section 1, Article 17.

Section 2. Engineers assigned in passenger service to trains normally scheduled to operated between El Paso and Tucson via Douglas shall be used on the train of their assignment in the event the equipment of such trains are detoured and operate between El Paso and Tucson via Lordsburg. In such cases engineers leaving El Paso on westward trains detoured via Lordsburg or leaving Tucson on eastward trains detoured via Lordsburg, shall be relieved at Lordsburg and shall thereafter be used from Lordsburg on a first-in first-out basis on return movement to either El Paso or Tucson in service on other detoured regular passenger trains, except that if there is a surplus of engineers or no further need of them at Lordsburg to handle detoured regular passenger train, the engineers not needed shall be deadheaded from Lordsburg on a first-in first-out basis to their terminal at El Paso or Tucson, unless through the resumption of normal operations it is desirable and practical to return any of said engineers to their assignment at Douglas in which event they shall be deadheaded from Lordsburg to Douglas to handle the train of their assignment from Douglas. An engineer holding an assignment in passenger service between Tucson and Douglas or between El Paso and Douglas shall be deadheaded from Tucson or Douglas to Lordsburg or from El Paso or Douglas to Lordsburg to handle detoured regular passenger train from Lordsburg to either El Paso or Tucson, as the case may be, if there is sufficient time and available transportation facilities by which such engineers may be deadheaded.

For service performed on regular detoured passenger trains or for deadheading in connection with the detoured regular passenger trains during the period that said trains, normally scheduled to operate between El Paso and Tucson via Douglas, are detoured via Lordsburg, engineers assigned to such trains shall be allowed not less than the mileage that would have been allowed to them had they performed service on the trains over the normally scheduled route via Douglas.

Section 3. Engineers assigned to regular passenger runs who are required to change off en route in compliance with the provisions of Section 11, Article 1, will be paid full mileage of the assignment between terminals.

Question: In case engineer is not used on assignment account not available under Hours of Service Act, how should he be compensated

for time lost?

Answer: Mileage of assignment.

Section 4. An extra, extra passenger or pool freight engineer not deadheaded from terminal to any point for service to which entitled, shall be compensated in an amount equivalent to what he would have earned had he not been deprived of said service.

This rule will not apply where the use of an engineer not entitled to the service was occasioned by circumstances beyond the control of the Company, such as an Act of Providence, emergencies which could not have been anticipated, another engineer tying up for rest, laying off, or becoming ill subsequent to time last means of transportation was available on which to deadhead the engineer entitled to the service.

ARTICLE 19
HELD AWAY FROM HOME TERMINAL

Section 1. Engineers in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four hour period, they will be paid continuous time for the time so held during the next succeeding eight hours, or until the end of the second twenty-four hour period, and similarly for each twenty-four hour period thereafter.

Should an engineer be called for service or ordered to deadhead after pay begins, the held-away-from-home-terminal time shall cease at the time pay begins for such service or, when deadheading, at the time the train leaves the terminal except in no event shall there be duplication of payment for deadhead time and held-away-from-home-terminal time.

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

For the purpose of applying this rule, the Company will designate a home terminal for engineers in pool freight and in unassigned service.

Section 2. The following district terminals will be considered the home terminals of engineers in pool freight and in unassigned service:

Tucson

For engineers assigned to the district between Tucson and Douglas.

El Paso

For engineers assigned to the district between El Paso and Douglas, and the district between El Paso and Carrizozo.

Tucumcari

For engineers assigned to the district between Tucumcari and Carrizozo, and the district between Tucumcari and French.

EXPENSES AWAY FROM HOME

Section 3. (a) When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home

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

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

The provisions of this Section shall be made effective at a date no later than 30 days following the effective date of this Agreement.

When engineers are tied up at a point where they are entitled to lodging or allowances in lieu thereof and are to be brought on duty or deadheaded in less than four hours from the time previously tied up, they will be so notified at or before time of tie-up, and accordingly, if brought on duty or deadheaded in less than four hours, they will not qualify for lodging or the allowance. If not notified and they are brought on duty or deadheaded in less than four hours from the time previously tied up, they will be furnished with lodging or allowance in lieu thereof where lodging is not provided.

Where lodging is provided by the Carrier, an engineer who qualifies therefor will be provided with lodging during his entire layover period. Where an equitable allowance in lieu of lodging is provided and the layover of an engineer who qualifies for lodging extends for 24 hours or more at that point, he will receive a second allowance in lieu of lodging, provided he is charged for a second lodging.

When an engineer resides at the away-from-home terminal of the run to which he is assigned and other members of the crew qualify for suitable lodging or allowance in lieu thereof at his point of residence, he will be allowed the agreed-upon payment in lieu of lodging for the period of time tied up thereat.

Engineers in unassigned work train service tied up at a point other than their home terminal for four hours or more at points where suitable lodging facilities are provided by the Carrier will be provided lodging. If similarly tied up at a point where lodging is not provided, they will be allowed the agreed-upon payment in lieu of lodging for the period of time tied up.

The lodging provided engineers who qualify therefor shall consist of a single-occupancy room, equipped with wash basin, hot and cold water, with bed and innerspring mattress, clean bed linen, towels, wash cloths, and soap, adequate shower or tub bath facilities available, either separate or in room. The room to be cooled or heated where climates normally require such cooling or heating.

Section 3. (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 3(a) of this Article 19) 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 as specified in Appendix "A".

Note: For this purposes of Sections 3(a) and 3(b) of this Article 19, 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 20 WATCHING ENGINES

Section 1. Pay of engineers for watching engines will be at regular rate of overtime paid them in their respective service, when it is coupled with a continuous trip. When possible, engineers will be relieved of this service.

Section 2. Engineers called for this service not in connection with a trip, will be paid their respective class rates of pay per hour for class of engine and service, with a minimum of 100 miles.

ARTICLE 21 ARBITRARIES

TIME ALLOWED TAKING ENGINE TO TRAINS IN EL PASO YARD

Section 1. Engineers taking their engines from roundhouse to train, on the outgoing trip at El Paso only, will be allowed thirty (30) minutes arbitrary time at pro rata overtime rate for class of service and engine, exclusive of the time consumed in making the trip on the road.

The above does not apply to engineers of regular passenger trains where the engine is delivered to them at the Union Station by the hostler, but will apply to engineers of special and extra passenger trains where engineers take charge of engine at the roundhouse.

ENGINE INSPECTION AND USUAL DUTIES AT END OF TRIP

Section 2. Where engineers are required to inspect engines, after arrival at a terminal at end of trip or day's work, they will be allowed fifteen (15) minutes arbitrary terminal overtime pro rata for such service.

ARTICLE 22
DEFINITION OF TRIP

Section 1. An engineer is understood to have reached the terminal of a trip on any division or district, when he reaches the division or district terminal at which engines of trains are usually changed, or of the train of which the trip is made, and having done so and proceeding further with the same train, or being sent out again on another trip or train, he is in either case understood to have begun another trip.

This is not to be construed to apply to engineers when called to perform services as provided for in Section 2 of this Article, or when working on short passenger trips in and out of a terminal.

SHORT TURN-AROUND TRIPS

Section 2. (a) Engineers in pool or irregular freight service may be called upon to make short trips and turn-arounds with the understanding that one or more turn-around trips may be started out of the same terminal and paid actual miles with the minimum of one hundred (100) miles per day, provided.

- (1) that the mileage of all the trips does not exceed one hundred (100) miles,
- (2) that the distance run from the terminal to the turning point does not exceed twenty-five (25) miles,
- (3) that engineers shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight (8) consecutive hours, except as a new day, subject to the first in and first out rule or practice.

Note: It is understood that Section 2(a) of this Article does not apply to engineers in pusher or helper service, mine runs, work trains, wreck trains. When engineers are called for short turnaround service they will be so notified when called, and the service will be confined in territory where it is permissible to use them for other than short turnaround trips.

Section 2. (b) An engineer operating in passenger, pool freight, mixed, assigned freight, local freight (either straight-away or turnaround), making an irregular or unassigned turnaround trip between terminals, will be allowed the actual miles run, with a minimum of 100 miles, for each irregular or unassigned turnaround trip, in addition to and without deduction from any other earnings on the day or trip.

BEGINNING AND ENDING OF DAY

Section 3. In all classes of service engineers' time will commence at the time they are required to report for duty, and shall continue

until the time engine is placed on the designated track or they are relieved at terminal.

Note: It is understood that the adoption of Section 3 of this Article does not abrogate allowances for initial or final terminal time computed separately from road time.

For engineers operating in pool freight and passenger service the Company shall specify a point for going on and off duty at each terminal, both of which points shall be the same. It is understood, however, that the on- and off-duty points for engineers operating in pool freight service need not be the same as the on- and off-duty points for engineers operating in passenger service.

An engineer returning to his home terminal in service other than that in which he departed from his home terminal will be paid continuously from the time assuming duty on the last trip until return to point where he assumed duty at his home terminal.

An engineer deadheading terminal to terminal shall be allowed the actual miles deadheaded with a minimum of 100 miles at the rate stipulated in Article 14 plus the minimum miles necessary to travel to and from the specified on- and off-duty point of his assignment, except where the total miles traveled is less than 100 miles he shall only be allowed 100 miles.

Except in yard service, an extra engineer called to fill a vacancy on an assignment with on- and off-duty point in the terminal at a point other than the point where the board is maintained, shall be allowed actual mileage traveled between such point and the on- and off-duty point for assignment for which called, said allowance shall be in addition to any other compensation payable for the day or trip on the assignment. Time of day or trip on assignment shall be computed from time assuming duty at on-and off-duty point of said assignment to time relieved from duty at that point.

In local freight and mixed service the time required to report for duty shall be the time set to begin work specified in the bulletin, except that an engineer notified not less than one and one-half (1 1/2) hours before time set to begin work specified in the bulletin that he will not be wanted until a specified time, will compute his time ordered to report for work.

Section 4. Road engineers will not be tied up between their terminals except at points where food and lodging can be procured.

ARTICLE 23
INITIAL AND FINAL TERMINAL TIME

Section 1. (a) Engineers will be allowed pay for all time required to be on duty prior to the departure of their train from terminal and for time from time of arrival until released from work. Initial and final terminal time will be computed separately from the road trip and will be paid for on the minute basis at one-eighth (1/8) of the daily rate.

Section 1. (b) Ten minutes will be allowed engineer after engine has been placed on designated track and he is released from all but clerical duties.

Note: This Section not to conflict with method of computing initial and final terminal delays as set forth in Sections 2 and 3 of this Article.

Section 2. Terminal time in freight, local freight, mixed train and wrecking service will begin coming into the yards at the designated first lead switch, and will include all time consumed after arrival of train at said designated first lead switch until engineer is released from duty.

Section 3. If train is stopped for any cause after passing yard limit board and before reaching the designated first lead switch, or if train is stopped for any cause after departure from terminal before reaching yard limit board, time delayed by such stops will be included in terminal time; time train is moving not to be computed as terminal time.

OVERTIME

Section 4. Road overtime to be paid at 3/16ths of the daily rate, terminal time to be paid for at 1/8th the daily rate.

Section 5. Overtime in all classes of service will be computed and paid for on the minute basis.

COMBINATION ROAD-YARD

Section 6. 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).

(a) In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicated 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 paragraph (j) 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 paragraph (e).

Note: The studies referred to in this paragraph (a) shall be conducted in the following manner:

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

(b) The provisions of paragraph (a) hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.

(c) Road crews may perform any yard service at yards where yard crews are not employed.

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

(e) 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 assignment are not assigned to start or terminate during such second twelve-hour period.

(f) No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated assignments, etc.

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

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

(i) 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 paragraph (g) 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.

(j) The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of paragraph (a) hereof.

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

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

ARTICLE 24
SENIORITY

Section 1. Engineers will hold seniority rights on districts as hereinafter defined:

Douglas District: South Line, Rio Grande Division, Tucson-El Paso (formerly Western Division, El Paso and Southwestern System).

Carrizozo District: All lines east of El Paso (formerly Eastern Division, El Paso and Southwestern System).

Section 2. (a) When engineers on different seniority districts desire to exchange seniority district rights they will be allowed to do so, subject to the approval of proper officials, taking the junior engineers' rights in both cases.

Upon acquiring the necessary qualifications as provided by Section 7, Article 27, after exchanging seniority, an engineer shall be permitted, upon written application, to displace any engineer his junior in seniority on his new former El Paso and Southwestern System seniority district in passenger service.

Engineers may exchange seniority district rights under the provisions of this Section between any seniority districts, including the lines of any other Division on the Pacific System not a part of the former El Paso and Southwestern System.

Section 2. (b) On the respective divisions or districts on which they are employed, rights of engineers to preference of runs, class of engine (when engines are regularly assigned to crews on runs or turns), in all classes of service, will be governed by seniority in the service of the Company as engineers.

When an engineer has been removed from his position or has been restricted from performing service to which he is entitled by seniority on account of his physical fitness and desires the question of his physical ability to conform to prescribed standards to be determined before he is permanently removed or restricted, he shall be privileged to have his case handled as follows:

A special panel of doctors consisting of one doctor selected by the Company, one doctor to be selected by the employee or his representative, the two doctors to confer and if they do not agree on the physical condition of the engineer, they shall select a third doctor specializing in the disease, condition or physical ailment from which the engineer is alleged to be suffering.

Such panel of doctors shall fix a time and place for the engineer to meet with them for examination. The decision of the majority of said panel of doctors of the engineer's physical fitness to remain in service or have restrictions modified shall be

controlling on both the Company and the engineer. This does not, however, preclude a re-examination at any subsequent time should the physical condition of the engineer change.

The doctors selected by the Company and the engineer or his representative shall be specialists in the disease or ailment from which the engineer is alleged to be suffering.

The Company and the engineer will be separately responsible for any expense incurred by the doctor of their choice. The Company and the engineer shall each be responsible for one-half of the fee and expense of the third member of the panel.

Section 2. (c) The seniority of an engineer and all other employment rights accorded to other employees in the same class of service shall in no circumstance be terminated or disturbed because of the institution of legal proceedings by such engineer against the Company.

If the seniority of said engineer is terminated in violation of this agreement, the engineer shall be compensated in the same manner and to the same degree as though his seniority and employment rights had not been terminated or disturbed, in addition to and without deduction from any other earnings or compensation during the time his seniority and employment rights were terminated or disturbed.

In case of a question of said engineer's mental or physical fitness to return to duty, and said engineer desires to submit to an examination, he shall be accorded the right to submit to a doctor appointed by the Company. If the Company's doctor finds said engineer unfit mentally or physically to return to duty he shall have the right of appeal to a special panel of doctors consisting of one doctor selected by the Company, one doctor selected by the employee or his representative, the two doctors thus selected to confer and appoint a third doctor specializing in the disease, condition or physical ailment which is alleged to prevent his return to duty. The findings of the majority of the doctors on said special panel of doctors will govern the right of the engineer to return to duty.

The management and the engineer will each defray the expenses of their respective appointee, and will each pay one-half of the fee and traveling expenses of the third appointee.

Section 3. Seniority lists will be furnished each General Chairman for the entire System, and to each Local Chairman for the Seniority Division or District, which he represents, semi-annually. Seniority lists will be posted semi-annually at all terminals where crews have their lay-over.

PROMOTION AND HIRING

Section 4. No fireman will be considered eligible to promotion to engineer unless he has had three years experience as a fireman, and no fireman will be considered eligible for promotion unless he has

had six (6) months' experience as a fireman on the seniority division of this Company's lines, to which he is assigned.

Section 5. Firemen shall rank on the firemen's roster from the date of their first service as firemen (deadheading under orders will be considered service, when called for such service), except as provided in Sections 14 and 15, this Article, and when qualified shall be promoted to positions as engineer in accordance with the following rules:

Section 6. Firemen shall be examined for promotion according to seniority on the Firemen's roster and those passing the required examination shall be given certificates of qualification, and when promoted shall hold their same relative standing in the service to which assigned.

Section 7. An engineer, if he so elects, will have the privilege of calling in an engineer from the Division on which he is employed, during his oral examination.

Section 8. If for any reason the senior eligible fireman to be promoted or engineer to be hired is not available, and junior qualified fireman is promoted out of his turn, whatever standing the junior fireman establishes shall go to the credit of the senior eligible fireman to be promoted or engineer to be hired, provided the engineer to be hired is available and qualifies within thirty (30) days.

Note: Qualifications as referred to herein are not intended to include learning of road or signals.

Section 9. As soon as a fireman is promoted he will be notified in writing by the proper official of the Company, of the date of his promotion and unless he files a written protest within sixty (60) days against such date he cannot thereafter have it changed. When date of promotion has been established in accordance with regulations, such date shall be posted and if not challenged in writing within sixty (60) days after such posting, no protest against such date shall afterwards be heard.

Section 10. (a) No fireman shall be deprived of his right to examination, nor to promotion in accordance with his relative standing on the Firemen's roster, because of any failure to take his examination by reason of the requirements of the Company's service, by sickness, or by other proper leave of absence; provided that upon his return he shall be immediately called upon and required to take examination and accept proper assignment.

Section 10. (b) A fireman who has successfully passed the necessary examinations covering the handling of locomotives and the rules and regulations of the operating department, but who is able to only pass the physical examination prescribed by the Company for service as an engineers in yard service, shall be given the same relative standing on the engineers' seniority list as held on the firemen's seniority roster, in the same manner as if he had successfully passed the

physical examination prescribed by the Company of unrestricted service as an engineer, and he shall be accorded a seniority date as an engineer in accordance with Section 12 of Article 24, subject to the provisions of Sections 8, 14 and 15 of Article 24, but his service as an engineer shall be restricted to yard service (and he shall be considered as "not available" under Section 8, Article 24, for all other service except yard service) until such time as he can successfully pass the physical examination prescribed by the Company for unrestricted service as an engineer.

An engineer restricted to yard service in accordance with the provisions of this rule, may exercise his acquired seniority as an engineer with other engineers in applying for assignments in yard service on his seniority district, or he may elect to word first-in, first-out with other engineers on an extra list of engineers, filling only vacancies, advertised assignments, or extra jobs in yard service, subject to the provisions of Section 4 Article 25.

If an engineer, when promoted as such, is restricted to yard service account able to only pass the physical examination prescribed by the Company for service as an engineer in yard service, is dissatisfied with the findings of the local doctor or medical examiner and desires a question of his physical fitness to be finally decided before he is either temporarily or permanently restricted from the performance of unrestricted service as an engineer, he shall, if written request is made by him within 30 days of notification of his physical disqualification, be sent to the hospital designated by Chief Surgeon for further examination and recommendation for decision. If dissatisfied with the results of the examination at the hospital, and providing he notified the Chief Surgeon of such dissatisfaction in writing, with copy to the General Chairman of his organization, within 30 days following the examination, the case will be handled in the following manner:

The engineer, or his designated representative, shall submit the case in writing within 30 days following the decision based on the examination at the _____ Hospital, to the designated general officer of the Company and the General Chairman of his organization. The Company and the engineer, or his designated representative, shall each promptly select a doctor to represent them, each notifying the other of the name and address of the doctor selected. Unless the two doctors thus selected can agree that the engineer is either qualified or not qualified physically for unrestricted service as an engineer, the two doctors shall confer and appoint a third (neutral) doctor. The doctors selected for such board shall be specialists in the disability or disease from which the engineer is alleged to be suffering.

Such board of doctors shall then promptly fix the time and place for the engineer to meet them, and after completion of the examination, they shall within a reasonable time, but not in excess of 15 days from the date of appointment of the third doctor, make a full report, in duplicate, of the physical condition of the engineer and affirmatively state whether or not the engineer is physically

qualified for unrestricted service as an engineer, one copy each to be sent to the designated officer of the Company and the engineer, or his designated representative.

The decision of the majority of the board of doctors on the physical fitness of the engineer to perform unrestricted service as an engineer shall be final and binding, but this does not mean that a substantial improvement of his physical condition shall preclude a re-examination at a later time.

The Company and the engineer, or the interested organization acting for him, shall each defray the expenses of their respective appointee. At the time the report is made, a bill for the fee and traveling expenses, if there be any, of the third appointee and of any other examination expense, such as x-ray, electrocardiograph, etc., not exceeding \$50., must be made in duplicate, one copy to be sent to the designated general officer of the Company and one copy to the engineer, or the interested organization. The Company and the engineer, or the interested organization acting for him, shall each pay one-half of the fee and traveling expenses of the third appointee and of any other examination expenses as herein referred to.

Section 11. The posting of notice of seniority rank, as per Section 9, shall be done within ten (10) days following date of promotion, and such notice shall be posted on every bulletin board of the seniority district on which the man holds rank.

Section 12. Firemen having successfully passed qualifying examinations shall be eligible as engineers. A fireman, when promoted to engineer, shall be issued a certificate of qualification, and on the seventh (7th) day thereafter he shall be dated as engineer, except as provided in Sections 14 and 15, this Article, and his name shall be placed on the seniority roster of engineers in his same relative position as fireman.

After successfully passing the qualifying examinations, a hired engineer shall be issued a certificate of qualification, and on the seventh (7th) day thereafter he shall be dated as an engineer, except as provided in Sections 8, 14, or 15, this Article, and his name shall be placed on the seniority list of engineers.

No demoted engineer shall be permitted to hold a run as fireman on any seniority district while a junior engineer is working on the engineers' extra list or holding a regular assignment as engineer on such seniority district.

Applicants for employment as locomotive engineer entering the service shall be accepted or rejected within ninety (90) days after the applicant begins work. When applicant is not notified to the contrary within the time stated, it will be understood that the applicant becomes an accepted employee, but this rule shall not operate to prevent the removal from service of such applicant if subsequent to the expiration of ninety (90) days it is found that information given by him in his application is false.

Section 13. On a seniority district where firemen are required to fire less than three years, all engineers will be hired.

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

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

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

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

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

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

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

Section 14. If the engineer to be hired is not available when needed and the senior qualified fireman is promoted, the date of seniority thus established shall fix the standing of the hired engineer, who, if available and qualified within thirty (30) days from the date senior qualified fireman is promoted, will rank immediately ahead of the promoted fireman. The promoted fireman will retain his date of seniority as engineer, and will be counted in proportion of promotions.

Section 15. If an engineer is hired when, under the requirements of Section 13, this Article, a fireman (or firemen) should have been promoted, the date of seniority thus established shall fix the standing of the senior qualified fireman (or firemen) due to be promoted, provided he (or they) is eligible and qualifies within thirty (30) days (except as provided in Section 10, this Article), who shall rank immediately ahead of the hired engineer on the engineers' seniority roster. The hired engineer shall retain his date of seniority and be counted in proportion of engineers to be hired.

Section 16. Engineers hired or permanently transferred from one seniority district to another shall be given a date of seniority as fireman corresponding with their date as engineer. Learning the road or deadheading under orders shall be considered as service.

Section 17. When an engineer whose seniority in the service of the Company entitles him to a run or turn makes application for it, he will in all cases be assigned to such run or turn unless otherwise

agreed to by the General Committee and the Company.

Section 18. The assignment of an engineer bidding on a bulletined vacancy is considered to have been made as soon as it is ascertained who is the successful bidder. Men will be placed at once, if available, and not later than fifteen (15) days from date of bulletin.

Section 19. An engineer who by reason of his seniority is entitled to a run or turn and does not make application therefor when it is open and bulletined, thereby forfeits no seniority rights, but does forfeit all rights to said run or turn, until it is again open, unless he loses his run or turn through no fault of his own. If he does lose his run or turn through no fault of his own, he shall be entitled to any run or turn his seniority entitles him to, if making application within ten (10) days from the time he was displaced as hereinafter provided. An engineer may not be displaced from an assignment after he has been called for service, or less than one hour thirty minutes prior to the time required to report for duty.

If an engineer makes application for and is assigned to a temporary vacancy under this Section and either Section 11 or Section 12, Article 25, the assignment will become the engineer's permanent assignment, subject to the rules governing assignments.

If an engineer loses his run or turn through no fault of his own and lays off without performing any service after being so displaced, he will be permitted to make displacement in accordance with his seniority on his return to service. The Company will not be penalized in any manner in the application of the provisions of this paragraph.

Note: Under this Section, it is understood that an engineer losing his run or turn through no fault of his own cannot take a run or turn, open or bulletined, until bids are closed and proper assignments made, as per Section 18 of this Article, except an engineer losing his run or turn through no fault of his own may displace a junior engineer holding a run or turn under bulletin, at the home terminal of the assignment, and shall remain on the run or turn during the life of the bulletin advertising it for the seniority choice of engineers. Provisions of this note not to apply when all runs or turns are open for bids on an entire seniority district.

Section 20. When, from any cause, it becomes necessary to reduce the number of engineers on the engineers' working list on any seniority district, those taken off may, if they so elect, displace any fireman their junior on that seniority district under the following conditions:

First: That no reduction will be made so long as those in assigned or extra passenger service are earning the equivalent of 4000 mile per month; in assigned, pooled or chain-gang freight or other service paying freight rates are averaging the equivalent of 3200 miles per month.

Second: That when reductions are made they shall be in reverse order of seniority.

Note: When reducing the number of total assignments for engineers in pool freight service, it shall be accomplished by canceling the assignments to which junior engineers are assigned, regardless of whether said engineers are in active service or on leave of absence at the time. A new or permanently vacated assignment in pool freight service, under bulletin for the seniority choice of engineers, shall be subject to cancellation when reducing the total number of assignments in pool freight service.

If an engineer who is displaced from an extra board is holding an assignment or filling a vacancy at an outside point, he will be relieved as soon as an engineer and train service is available to make the relief, however, if it is known that he will return to the terminal where the extra board is located within four (4) days from 12:01 A.M. of the date on which he is displaced, it will not be necessary to furnish relief and the engineer's name shall remain on the extra board until he returns to the terminal within the four (4) day period, notwithstanding that he has been displaced therefrom.

Section 21. When hired engineers are laid off account of reduction in service, they will retain all seniority rights; provided they return to actual service within thirty days from the date their services are required.

Section 22. Engineers taken off under this rule shall be returned to service as engineers in the order of their seniority as engineers, and as soon as it can be shown that engineers in assigned or extra passenger service can earn the equivalent of 4800 miles per month; in assigned, pooled, chain-gang or other regular service paying freight rates, the equivalent of 3800 miles per month.

Section 23. In the regulation of passenger or other assigned service, sufficient engineers will be assigned to keep the mileage or equivalent thereof within the limitations of 4000 and 4800 miles for passenger service, and 3200 and 3800 miles for other regular service, as provided herein. If in any service, additional assignments would reduce earnings below these limits, regulation will be affected by requiring the regular assigned man (or men) to lay off when the equivalent is 4800 miles in passenger or 3800 miles in other regular service has been reached.

Section 24. On road extra lists, sufficient engineers will be maintained to keep the average mileage, or equivalent thereof, between 3000 and 3800 miles per month; provided that when engineers are cut off the working list and it is shown that those on the extra lists are averaging the equivalent of 3400 miles per month, engineers will be returned to the extra lists if the addition will not reduce the average mileage, or equivalent thereof, below 3000 miles per month.

Section 25. In assigned yard service, regulation will be made by requiring each regularly assigned man to lay off when he has earned the equivalent of 35 days per month.

Section 26. When regulating working lists in the respective classes of service, each list will be handled separately. In the regulation of mileage in road service and days in yard service, neither the minimum nor maximum is guaranteed.

When engineers work in both passenger and freight service, passenger miles will be counted as their equivalent in freight miles in carrying out the mileage regulations.

Note: It is understood under this rule, that in figuring mileage where other than mileage rate governs, a day's work shall be computed as one hundred (100) miles.

Section 27. If any engineer in assigned service exceeds his maximum miles or days in any 30-day working period the excess will be charged to his mileage or days in the following working period. This shall not apply to engineers who are required to exceed their maximum mileage due to a shortage of engineers.

Section 28. Under the provisions of the above rules, it is understood that after all engineers who have been taken off have been returned to service as engineers, the 3400 mileage replacement for extra men shall not apply with respect to further additions.

Section 29. Upon arrival of each trip, engineers shall register their total mileage, or equivalent thereof, for current calendar month, on the roundhouse register, showing separately freight and passenger mileage, giving total mileage each class of service to date.

Should an engineer fail to register his mileage correctly or willfully violate the mileage regulations, he will, upon written request from Local Chairman, Brotherhood of Locomotive Engineers, be held off his assignment two days for each 100 miles equivalent, or fraction thereof, exceeded. Engineers who have not earned the maximum mileage in a 30-day period are privileged to go out on assignment, notwithstanding the trip may result in their making in excess of the maximum mileage, and miles made in excess of the maximum, in such cases, will be charged against the following period as provided in this Section.

Question: What action should be taken when Superintendent or Roundhouse Foreman is notified by Local Chairman in writing that engineers are neglecting or refusing to register their mileage and when officially notified by Local Chairman that engineers had made necessary mileage specified in agreement?

Answer: When notified as above that engineers are failing to register their mileage they will not be called for service until they have complied with the rules, except in cases of emergency when no other engineers are available, and when

officially notified that engineers have made specified mileage, they will not be called for further service during that month, unless some emergency makes their use necessary.

Section 30. Local Committeemen will be furnished gross earnings made by engineers of their respective districts as soon as possible after the first and fifteenth of each month.

Section 31. In making reductions and replacing firemen upon the service list, the same mileage and rules shall apply as in the case of engineers.

Section 32. In exercising seniority for a run or turn in passenger service, either first in first out, or on assigned run in freight service, first in first out chain-gang, or assigned runs, engineers will take the run or turn held by the junior man. This not to apply to branch line, switching, work, helper, snow plow, or unclassified service.

Section 33. Engineers with seniority rights on any division or district accepting official position in the service of the Company or being exclusively employed by the Brotherhood of Locomotive Engineers, retain in either case their seniority rights.

Note: Above rule not to apply where men are elected and accept a permanent position in the Grand Body of their Organization.

ARTICLE 25
BULLETINING AND RIGHT TO RUNS

Section 1. All runs or turns will be bulletined for five (5) days as soon as created or becoming vacant; except that it is permissible to bulletin new runs in passenger and work train service in advance of the date when such runs are to be initially placed in service if circumstances are such that this can be done, in order that the engineer who is the successful applicant for the new run can initiate service thereon on the initial trip of the new assignment. Bulletin notice will be posted at all terminals and sent to all engineers not having access to these bulletins, who must acknowledge receipt of same in writing; the date of posting will be entered on bulletin by party posting, such entry to be the date of bulletin. If an engineer be absent by proper leave or sickness when a run is bulletined he will be allowed to claim such run if his seniority entitled him to it, provided he makes application for such run at the time he reports for duty.

All applications from El Paso must be filed in office of Roundhouse Foreman before 11:59 A.M. on date bulletin notice expires. All applications for new positions or vacancies from points other than El Paso must be filed in office of Roundhouse Foreman, El Paso, not later than 24 hours following close of bulletin period.

Exceptions to the above will be that applications from engineers at Benson will be wired to office of Roundhouse Foreman, El Paso, and in the event of serious interruption to train service assignments will be held up until it is ascertained that all regular passenger trains departing from outside points on which applications are to be mailed have arrived at El Paso.

Assignment notices will be filed at 11:59 A.M. on the day following expiration of bulletins, and notices will be forwarded to all terminals same day.

The assignment of successful applicants to positions in yard service shall be effective as of 12:01 A.M. on the date following posting of assignment notice at yards where such positions are advertised to go on and off duty.

Section 2. When additional engineers are placed in chain-gang service, they will be placed on the list behind the available men in that service.

Section 3. (a) All runs will be considered open, and will be bulletined when any of the following changes occur:

Class rate of pay, lay-over as much as two hours, home terminal, location of terminal, day to a night run, night to a day run, mixed run changed to a solid freight run, freight run changed to a mixed run, change in mileage of run twelve and one-half (12 1/2) miles or more, switching service one hour or more on assignment or one hour or

more in starting time, and when schedule speed of a passenger run is changed from thirty three (33) miles or less per hour to exceed a speed of thirty-three (33) miles per hour.

Note: A daylight run will be considered between the hours of six (6:00) A.M. and six (6:00) P.M., night runs between the hours of six (6:00) P.M. and six (6:00) A.M.; when a run covers a portion of both periods, the predominating hours will govern as to whether day or night runs.

Section 3. (b) Bulletins advertising assignments for engineers in local freight and mixed service shall specify the kind of service to be performed, name terminals, trips to be made, turning points, time set to begin work and days assigned to operate.

Section 4. If applications are not made for assignments in yard service, and time for receiving applications has expired, the number of junior qualified engineers required to fill the vacancies, beginning in the reverse order of seniority, shall be assigned. The engineers thus assigned will be permitted to exercise their seniority for any assignment held by an engineer their junior. The engineers displaced shall assign themselves according to seniority until vacancies are filled.

When no applications are received for other assignments that have been bulletined, such assignments shall be re-bulletined by 5-day periods until application is received or the assignment is canceled.

Should an engineer submit an application for an assignment that has been re-bulletined in accordance with the preceding paragraph account no applications received, the applicant shall be assigned thereto immediately and the bulletin canceled.

Section 5. (a) Except as provided in footnote under Section 19, Article 24, when changes occur in established assigned runs, or in yard service, that will open then to bulletin, engineers holding them will be privileged to make displacement at the end of the last tour of duty before change becomes effective, or retain them until bids for same are closed and assignments are made as per Section 18, Article 24.

Section 5. (b) Engineers may vacate assignments, runs or turns, and place themselves on the extra board and when a vacancy is thus created it shall be immediately bulletined as per Section 1 of this Article, and men vacating will be required to remain on assignments, runs or turns, until the bulletin period expires and assignments are made as per Section 18 of Article 24, except engineers losing their assignment under circumstances similar to that described in the exception in footnote under Section 19 of Article 24 shall be privileged to displace a junior engineer who has vacated and is holding the assignment he vacated under this Section.

It is understood under this Section that an engineer holding a run or assignment with home terminal at a point where an extra list

is maintained may vacate his run or assignment at such home terminal and immediately place himself on the extra list maintained at that point, provided there is an engineer his junior on said extra list. Runs or assignments thus vacated shall be bulletined for seniority choice in accordance with Section 1, this Article.

Section 6. (a) All engineers having assigned turns, not on assigned runs, will be run first in first out of terminals in chain-gang service when available, on their respective districts or divisions on engines used.

All unassigned road service will be handled by regular freight chain-gang crews.

Note: Equalization of power on assigned runs or turns will be handled by the engineers assigned to the runs or turns.

Section 6. (b) Except as provided in Section 15 of this Article, when more than one engineer arrives at a terminal on the same train they will, if assigned to the same class of service, register on arrival in the order of initially reporting for duty as between themselves, and will be placed on the board in the order in which they register.

Should an engineer on arrival advise the roundhouse foreman or crew dispatcher in charge that another engineer arriving on the same train had improperly registered, the correct position of the engineers as between each other will be ascertained and the engineers marked on the board and called for subsequent service accordingly.

Section 6. (c) The senior qualified engineer making application at the home terminal of assignment for a vacancy in assigned passenger service shall, providing he is assigned to a position at the home terminal of the passenger assignment in which vacancy exists, or filling a vacancy on a position at the said home terminal, be placed and remain in said vacancy during its existence, subject to displacement by a senior qualified engineer; otherwise, vacancies in assigned passenger service shall be filled by engineers regularly assigned to pool freight service in the district where the vacancy occurs. Article 18 or any settlement applicable thereto not to apply to pool freight engineers filling passenger vacancies.

The space of a pool freight engineer used to fill a passenger vacancy shall be left open in its relative position on the pool freight list for a maximum period of 24 hours after it is created to be filled by an extra engineer if called during said 24-hour period regardless of whether the pooled freight engineer has returned to the terminal, except that extra engineers will not be used to fill vacancies in assigned passenger service. If the vacancy of the pool freight engineer is not filled within 24 hours of its creation and the pool freight engineer has not returned to the terminal, his vacancy shall be retained on the pool freight list until he returns to the terminal. If a pool freight vacancy is filled by an extra engineer during the absence of a pool freight engineer while filling an assigned passenger vacancy, the space of said pool freight

engineer shall be eliminated upon its return to home terminal.

Section 7. When engineers in first in first out chain-gang service are tied up for rest at terminal, either under the hours of service law, or the schedule, they will stand first out when rest is up after crews in same service who may have arrived ahead of them have departed.

Section 8. Except in assigned passenger service, should an engineer lay off an extra engineer will be put in his turn if there are any available; if none, run will be handled as per Section 9 of this Article, and when the engineer who laid off reports, he will have to wait until the engineer representing him returns.

When an engineer reports for duty after having laid off he will go out in the turn of whoever is representing him on his run or turn.

Section 9. (a) When a vacancy exists first out in pool or unassigned freight service and there is no extra engineer available to fill the vacancy, the next pool man will be considered first out and used. The vacant turn will be marked last out on the board, and each time the vacant turn again becomes first out, it will be handled in the same manner.

Note: It is understood that this Section in no way abrogates the provisions of Section 20 and example thereunder.

Section 9. (b) When it becomes necessary to take a regular engineer to fill a temporary vacancy in other classes of service than that he is regularly assigned to (except Officers' Specials) the first qualified man out in freight chain-gang service on the districts where the vacancy occurs, will be used. When so used the engineer's turn in assigned pool freight service will be canceled and will be restored to the pool freight list in last out position when he is relieved from the other class of service.

Section 9. (c) Where it is necessary to use one of two engineers assigned to yard service in another class of service due to qualified extra, pool freight or demoted engineers not being available, the assigned yard engineer with the earliest off duty time as between the two assigned yard engineers will be used, except when both engineers have the same previous off duty time, the senior of the two engineers, in point of seniority, will be used. Where the call for the engineer to be used lies between more than two engineers assigned to yard service, the senior engineer, in point of seniority as between the more than two engineers, will be used.

Section 10. (a) Extra engineers will be run first in first out, except as otherwise provided.

Section 10. (b) An engineer who is placed on an extra board, either as result of displacing another engineer from the board, or as a result of increasing the number of engineers on the extra board, shall, upon reporting for work on the board, be placed last out. If this results in displacing another engineer from the extra board, the

displacement shall become effective at the time the engineer (displaced) reports for work, irrespective of whether the engineer to be displaced is on the line in service. This provision is subject to the last paragraph of Section 20 of Article 24.

Section 10. (c) Extra engineers deadheaded to an outside point for the purpose of filling a vacancy may not be used to fill a second vacancy at such outside point upon being relieved from the first vacancy if another engineer can be obtained from the appropriate extra list to fill the second vacancy.

Section 10. (d) An extra engineer filling a vacancy or run with terminal or tie-up point at an outside point will, upon written request, be relieved at the end of the 7th day if another extra engineer is available on the extra list from which such vacancies or runs are filled.

An extra engineer deadheaded to an outside point where extra list is not maintained to relieve another extra engineer requesting relief under the provisions of this Section shall be paid for deadheading to such outside point and shall be relieved after seven (7) days' work upon written request, but any extra engineer requesting relief will not be paid for deadheading to point where extra list is maintained.

Should an extra engineer filling a vacancy at an outside point lay off before serving the full seven (7) days he will when reporting for duty be required to report at the point where he laid off unless in the meantime he has been displaced under the rules.

Section 11. When a regular engineer lays off, or a run or turn is vacated for thirty (30) days or more, notice (not a bulletin under Section 1 of this Article) will be posted in all roundhouse bulletin books, and a copy sent to all engineers not having access to these notices. The senior engineer making application in writing within five (5) days will be assigned during the regular man's absence, and such assignment will become the engineer's permanent assignment, subject to rules governing assignments. An engineer reporting for service on or before the 90th day following a lay-off under the provisions of this Section, will be required to return to the assignment he held at the time he laid off. An engineer reporting for service on or later than the 91st day following a lay-off under the provisions of this Section, will be privileged to make displacement under the provisions of Sections 19 and 32, Article 24.

Under this Section an engineer may not make application for a run or turn after he has been called for duty, except that this shall not apply if application is filled more than one hour, thirty (30) minutes prior to the time such engineer is to assume duty, neither will an engineer be permitted under this Section to take a vacant run or turn if holding an assignment with home terminal at a point other than the home terminal of the run or turn on which the vacancy exists.

Section 12. Except in assigned passenger service, when a regular engineer lays off indefinitely his run or turn will be handled by extra men first in first out for thirty (30) days. Notice (not a bulletin under Section 1 of this Article) of such vacancy will be posted as per Section 11 of this Article as soon as it occurs and the oldest engineer making application in writing, will be assigned on the thirtieth day, and such assignment will become the engineer's permanent assignment subject to rules governing assignments. An engineer reporting for service following a lay-off under the provisions of this Section will be subject to the same conditions applying under Section 11.

Section 13. When an engineer regularly assigned to a run or turn is granted leave of absence for a period of one (1) year his run or turn will be bulletined as a permanent vacancy. An engineer reporting for service following a lay-off under the provisions of this Section will be subject to the same conditions applying under Section 11.

Section 14. When more than one train is ordered for the same direction, if engine has not been coupled to train, and it becomes necessary to run train around other trains on account of some unforeseen or unavoidable circumstances, engineer first out will go on train first out, but if coupled to train, on the train called for. When train is made up on two tracks, engine will not be considered as coupled to train until double-over has been completed.

Section 15. When two extra or regular engineers are used on the same train, one to run engine and the other to deadhead, engineer first out will deadhead, and engineer second out will run engine. Engineer deadheading will stand first out of the next terminal.

When there is a vacancy in assigned passenger service which is to be filled by a pool freight engineer under 6(b) of this Article and a pool freight engineer is to deadhead on the same train, the first out pool freight engineer, or the extra engineer to be used in a first out pool freight vacancy will be called to deadhead, and the qualified pool freight engineer standing next out will be called to fill the passenger vacancy. The latter's space will be left first out on the pool freight board.

When engineers in the same class of service (i.e., extra passenger, pooled freight or extra service) are deadheaded from terminal on the same train to different points, the engineer first out when call is placed will detrain at the farthest point, the engineer second out at the next farthest point, the engineer third out at the next farthest point, etc. For example, if three engineers in the same class of service are called to deadhead to stations B, C, and D on the same train, engineer first out will detrain at D, engineer second out at C, and engineer third out at B.

Question: How should extra engineer be called when one extra engineer is needed to report for duty at 11:40 P.M. to fill a vacancy in pool freight service to man the engine of a freight train called to depart at 12:10 A.M., another extra engineer is needed to fill a

pool freight vacancy to deadhead on the same freight train, and another extra engineer is required to go on duty at 11:45 P.M. on a yard job?

Answer: The extra engineer first out should be called to deadhead on the freight train, the engineer second out to man the engine of the freight train and the engineer third out for the yard job.

Section 16. Engineers tied up between terminals and afterwards towed in, will stand out of terminal ahead of engineer towing them in. If more than one crew is towed in, crews towed in will hold same relative turn out of terminal as if they had taken train to terminal, crew towing standing last out.

Section 17. (a) When two or more engines in chain-gang service are used on one train, engineers will be placed on engines in the train in the same relative position as their turn out. The engineer on the train engine will remain with the train to its destination. This not to apply to engineers on assigned runs or in assigned helper or double header service.

Section 17. (b) When an engineer is used in unassigned service to doublehead an assigned passenger train from one terminal to the other terminal of such assignment, the assigned passenger engineer or the engineer filling the vacancy of an assigned passenger engineer will be placed in charge of the leading engine, and the engineer called to doublehead said train will be placed in charge of the trailing engine coupled next to train.

Section 17. (c) Should a second engine be used on an assigned passenger train from a terminal to a point short of the next terminal, where the second engine is to be cut out of the train, the assigned passenger engineer or the engineer filling the vacancy of an assigned passenger engineer will be placed in charge of the trailing engine coupled next to the train, and the leading engine will be placed in charge of the engineer called to doublehead said train over a portion of the trip, between terminals. The latter engineer must be qualified for passenger service in accordance with Section 7, Article 27.

Section 18. Nothing in this Article will be construed to prevent running engineers from one district to another as emergency demands. When it becomes necessary in case of emergency to use a chain-gang or extra engineer off of his assigned district on another district, and he is returned to his first district terminal with light engine, engine and caboose, doubleheaded on schedule trains or deadheaded, he will be run out of foreign terminals regardless of other engineers. If worked back in other service, he will be run out of foreign terminals in his turn with other chain-gang engineers.

Under the provisions of this rule, an El Paso-Carrizozo district engineer will not be used to handle a train east of Carrizozo to an intermediate point and there change engines with westward

Tucumcari-Carrizozo District engineer, returning with train to Carrizozo, and westward engineer returning eastward train to Tucumcari, except in some unforeseen emergency. This also applies to district El Paso-Carrizozo.

Section 19. When handling extra or irregular passenger or mixed through trains over two freight divisions and engineers are returned to their home terminal with light engine, doubleheaded on schedule trains, the terminals of which include two freight districts, or deadheaded, they will be run out of foreign terminal regardless of other engineers at that terminal. If worked back in other service, engineers will be run out of foreign terminal in their turn with other chain-gang engineers. This Section not to abridge or modify held away from home terminal rule.

Section 20. When engineers' extra board is exhausted and a vacancy exists, the oldest available demoted or hired engineer on the district must be used for the trip. Demoted engineers holding runs as firemen taken off of their run to perform services as an engineer as provided for in this Section, will be marked up for their runs as firemen upon completion of each trip. It is understood that each trip that a demoted or hired engineer that is cut off the engineers' list is used as an engineer, will constitute a separate emergency. The senior available man will be called for each emergency as provided for in this Section.

It is understood that under this Article a district means the territory protected be the extra board at terminals where runs or turns lay over.

EXAMPLES:

(1) Tucumcari extra board exhausted, a vacancy exists on any run or turn under the protection of the Tucumcari extra board, senior available demoted or hired engineer cut off, with his layover at Tucumcari, will be used.

Tucumcari District will cover all runs or turns between Tucumcari and Carrizozo and between Tucumcari and French.

(2) El Paso-Carrizozo District extra board exhausted, a vacancy exists on any run or turn between El Paso and Carrizozo, senior available demoted or hired engineer cut off from El Paso terminal, Carrizozo District will be used.

(3) Extra board at Tucson exhausted, a vacancy exists on any run or turn under the protection of the Tucson extra board, senior available demoted or hired engineer cut off, having his layover at Tucson will be used.

(4) El Paso-Douglas District extra board exhausted, a vacancy exists on any run or turn under the protection of the El Paso extra board, the senior available demoted or hired engineer cut off, working under the protection of the El Paso extra board, will be used.

Section 21. Engineers can take a vacant run or turn or a newly created run or turn at the home terminal of the run or turn only.

Section 22. Engineers will be allowed as much of their lay-over as possible at home terminals or where the majority of the men reside.

Section 23. When an extra engineer has been assigned to a regular run or turn, either by bid or on account of being the junior man, he immediately loses all rights to any run or turn he may have caught as an extra man.

Section 24. (a) Engineers on assigned runs will at all times be entitled to go out on their runs and remain on the run until trip is completed.

Section 24. (b) Assigned engineers shall be used to handle the usual and ordinary equipment of the train of their assignment regardless of the time-table schedule identity under which it may be temporarily operated.

If the usual and ordinary equipment of the train to which the engineer is assigned is operated in more than one Section, the assigned engineer shall be used to handle the first Section.

Section 24. (c) Engineers in chain-gang service will not be changed off enroute unless in case of a bona fide emergency.

ARTICLE 26
REST

Section 1. Engineers will not be required to go out when they need rest. When engineers feel that they need rest, and will be unable to go out, they must report same on roundhouse register on their arrival. Ten (10) hours will be considered sufficient time for rest. The period of rest requested is understood to be exclusive of calling time.

Section 2. Except engineers assigned to handle Officers' Specials as per Section 5 of Article 12, and rotary snow plow service, as per Article 10, engineers cannot be tied up between terminals, except for rest, under Hours of Service Law.

Section 3. Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within a lawful time, and not then until after the expiration of ten (10) hours on duty under the Federal Law, or within two hours of the time limit provided by State Laws, if State Laws govern.

Section 4. If road crews are tied up in a less number of hours than provided for the preceding Section, they shall not be regarded as having been tied up under the law, and their services will be paid for under the terms of the schedule.

Section 5. When road crews are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crews, 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.

Section 6. A continuous trip will cover movement straight-away or turn around, from the initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

Section 7. Road engineers tied up under the Law will be paid for the time or mileage of their schedules from the initial point to tie up point. When such engineers resume duty on a continuous trip, they will be paid from tie up point to terminal on the following basis:

For fifty (50) miles or less, or four (4) hours or less, one-half (1/2) day; for more than fifty (50) miles, or more than four (4) hours, actual miles or hours, whichever is the greater, with a minimum of one (1) day. It is understood that this does not permit running engineers through terminals or around other engineers at terminals, unless such practice is permitted under the pay schedule.

Section 8. Road engineers tied up for rest under the law and then towed or deadheaded into terminal with or without engine or caboose, will be paid therefor as per Section 7, the same as if they had run train to such terminal.

Section 9. If any service is required of an engineer, or if held responsible for the engine during the tie-up under the Law, he will be paid for all such service.

ARTICLE 27
MISCELLANEOUS RULES

Section 1. Engineers will be allowed a sufficient time for meals at convenient place. If any open telegraph offices, dispatchers will be notified of their intention to eat. Operators will deliver messages to eating houses within 1,000 feet of telegraph offices.

Section 2. A two (2) mile radius from the office from which calls were placed for engineers for service, as of March 1, 1948, shall constitute the calling limits within callers will be used, except as hereinafter provided.

Engineer subscribers to private telephone service, residing within calling limits as defined in the above paragraph, may, at their option, be called for service by telephone. When contact cannot be made with the engineer by telephone within defined calling limits, the engineer will be called by caller.

Engineers who establish their residence beyond calling limits as defined in the second paragraph above shall not in any circumstance be called by caller. Said engineers shall make the necessary arrangements to be called for service, and the Company shall not be held or deemed responsible for any failure of such arrangements.

This Section does not in any way obligate the Company to assume or to be in any way responsible for the cost to an engineer for the private telephone service for which he may subscribe.

Section 3. Engineers will be called one hour and thirty minutes as near as practicable before time required to report for duty.

Section 4. When unable to locate regular engineer for service, making it necessary to use another engineer in his turn, said regular engineer will be required to await the return of his turn unless needed for other service.

When an extra engineer lays off for any cause, or cannot be located by caller and another man is called, he will be held off the board for 24 hours and then marked up at the foot of the board, except that if an extra engineer cannot be located by caller for service at an outside point other than the home terminal of the extra list, such extra engineer will be held off of the board until the engineer used returns to home terminal of the extra list, unless he elects to deadhead to the outside point to relieve the engineer used, in which event he will not be allowed deadhead compensation to or from said outside point. Nothing herein shall preclude the use of the engineer who missed call, at any time when other extra engineers are not available. In the operation of this rule, the Company shall not be placed at any expense other than would be entailed if said rule were not in effect.

An engineer assigned to a run with home terminal at a point

where an extra list is not maintained shall not be permitted to operate on his assignment after layoff unless he reports available for his assignment at least 24 hours prior to the time he would assume duty.

When the assigned engineer reports as required by the above paragraph and the Company fails to notify the engineer filling the vacancy of his release, the assigned engineer shall be permitted to operate on his assignment and the engineer filling the vacancy shall be allowed not less than he would have earned had he been so notified.

Section 5. All claims or grievances shall be handled as follows:

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

It is agreed that either the Local Chairman or the General Chairman of the Brotherhood of Locomotive Engineers has the right to revise any claim or grievance, except as to the claimant or date of claim, during his respective handling on appeal.

(b) If a disallowed claim or grievance is to be appealed, such appeals must be taken within ninety days from receipt of notice of disallowance, and the representative of the carrier shall be notified of the rejection of his decision. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances.

(c) The procedure outlined in the paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within ninety days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within six months from the date of said officer's decision following conference held pursuant to the Railway Labor Act, as amended, proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood that conference will be

held within six months from date of highest officer's first decision in writing to the general chairman concerning the claim or grievance. It is further understood, however, that the parties may by agreement in any particular case extend the six months periods.

(d) Engineers may claim their time under their interpretation of agreement provisions, and when proper method of payment has been determined, correct adjustment will be made to cover the period in dispute. All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the carrier. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e) This rule recognizes the right of representatives of the organizations parties hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.

(f) This rule shall not apply to requests for leniency.

(g) When claims are presented to the superintendent by the local chairman, the latter will set forth the facts in the case as he understands them to be and refer to the agreement provisions or settlement upon which the claim is based.

When the facts in the claim as submitted by the local chairman differ from those developed by the superintendent, the latter or his representative will communicate promptly with the local chairman, either by letter or telephone, advising of such difference, and the local chairman will confer with him or his representative at a mutually convenient time for the purpose of harmonizing the facts if possible.

Section 6. Engineers will not be used off of their seniority district when there are sufficient firemen eligible for promotion to handle the business.

Section 7. An engineer shall not be qualified for passenger train service until he has acquired a minimum of two (2) years' experience as an engineer, defined as not less than 610 calendar days on a working list of engineers following promotion as an engineer and not less than 60 calendar days on the seniority district, with not to exceed five (5) days in yard service in any calendar month credited toward qualification for passenger train service; if regularly assigned to yard service, not to exceed five (5) days in any calendar month or a cumulative total of forty (40) days for the total time so regularly assigned, toward qualification for passenger train service.

Section 8. Sanitary drinking water in protected vessels will be

provided on all engines the year around, and sufficient ice will be furnished engines at all terminals from May 1st to October 31st.

Section 9. Engine crews will not be required to back engines at night, except in cases of wrecks, washouts, or where engines have to be backed to protect passengers, livestock, perishable freight, in case of death, to save life, except where helper engine or engines assigned to runs where backing is necessary are equipped with back headlights. Backing engines in daylight will be limited as far as possible, and engines required to do such work will be suitably equipped for protection of men.

Section 10. Engineers will not be required to set up wedges, fill grease cups, clean headlights, fill lubricators, flange oilers, headlights, markers or any other lamp on locomotives, place supplies on nor remove supplies from locomotives at points where competent roundhouse force is employed. Supplies include tools, signal equipment for use of locomotive, drinking water and ice for use of crew.

If required by proper authority to perform any of the service covered by this Section, at any point, they shall be allowed actual time with a minimum of one (1) hour in addition to all other compensation for the day or tour of duty, each time so used.

Section 11. (a) For the purpose of officially classifying locomotives, the Company shall post bulletins at all terminals showing actual weight on drivers of all engines in its service.

Section 11. (b) Where locomotive is equipped with trailer truck booster, or where locomotive is equipped with tender booster, total weight on truck so equipped will be added to weight on drivers. Total weights produced by such increased weights shall fix the rates for the respective classes of service.

Section 12. Engineers on business for their Organization, or on Committee business, when such business has reference to grievances concerning the Company and its engineers, will be granted leave of absence without unnecessary delay.

Section 13. Any engineer who has been in the service of the Company for five (5) consecutive years or more, will be granted leave of absence for one (1) year should he so desire, leave to be granted as soon after application is made as Company can consistently spare him, and arrangements made for his relief. Further extension to be agreed to by the Company and General Committee.

An engineer elected to a Federal or State office, or appointed as an official of an agency of the Federal or State government, will be granted leave of absence for the duration of the term of office or appointment.

BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of 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.

TRANSPORTATION

Section 14. Engineers transferring from one division or district to another will be furnished free transportation for their families and household goods.

Section 15. Engineers employed on this Company's lines, on business for their Organization or on Committee work, will be granted transportation over this Company's lines.

PHYSICAL QUALIFICATIONS

Section 16. In the qualification of engineers for employment, age will not be taken in consideration, if applicant is physically able and otherwise competent to fill the position.

Section 17. In the re-examination for color perception, acuteness of vision, and hearing, in event of the indoor test disclosing a deficiency of perception that might impair usefulness, such a test shall be followed by a field test, the result of which shall determine the standing of the person examined. In case of failure to pass the test when examined without glasses and further examination shows that with glasses the test can be met satisfactorily, the acceptance of the person examined is optional. The right of appeal in matters relating to physical examination is conceded.

In conducting examinations for the ascertainment of bodily defects, such examination shall be conducted in a manner to avoid needless embarrassment to the person examined.

Section 18. When engineers are required to take physical re-examination by the requirements of the Company, after they have entered the service of the Company, no charges will be made for such examination.

Section 19. The proper performance of their duties will be considered a satisfactory test of the physical ability of engineers in the service of the Company.

Section 20. Engineers will not be required to do work that should properly be included in the duties of trainmen. Engineers required in violation of this Article to perform work that is properly the duties of a trainman will be allowed actual time with a minimum of 100 miles at the minimum engineer's rate for unclassified service.

Section 21. When engineers are required by the Company to have their standard railroad grade watches cleaned, the cost of such cleaning, when performed by authorized watch inspector, shall be assumed by the Company.

Section 22. Each engineer will be furnished with a copy of his semi-monthly statement of time within 5 (five) days from the date of the established payday at the point where the individual's pay check is normally delivered, with the understanding that the Company assumes no obligation for non-delivery of such statement.

ARTICLE 28 REPRESENTATION

Section 1. The General Committee of Adjustment, Brotherhood of Locomotive Engineers, will represent all locomotive engineers in the making of contracts, rates, rules, working agreement, and interpretations thereof.

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

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

LOCAL AGREEMENTS

Section 2. The local committee of the Brotherhood of Locomotive Engineers and the division superintendent may enter into local agreements covering the filling of vacancies in assigned service and in respect to other matters of local nature, subject to the approval of and the specifying of an effective date by the General Manager or his representative and the General Chairman, Brotherhood of Locomotive Engineers.

During its life an approved local agreement shall supersede any rule in this agreement with which it conflicts and it shall remain in effect subject to ten (10) days' written notice of a desire for its cancellation served by either the General Manager or his representative on the General Chairman, Brotherhood of Locomotive Engineers, or by said General Chairman on the General Manager or his representative.

ARTICLE 29
INVESTIGATIONS AND DISCIPLINE

Section 1. No engineer will be disciplined, suspended or dismissed (except for drunkenness) from the service of the Company, or have notations made against his record without sufficient cause, and responsibility established by the holding of a fair and impartial investigation in the manner hereafter provided, unless, in accordance with and subject to the provisions of Section 8 of this Article, he waives his right to a formal investigation. When charges are made against an engineer, same must be in writing. A notice to appear for investigation must be in writing and specify the charge, time and place of the investigation.

Section 2. When a formal investigation is held, the engineer under investigation will be entitled to representation by the Local Chairman of his organization or by an employee having seniority in the same grade in actual service on the engineer's seniority district. The General Chairman of the organization of the engineer under investigation or his representative, if present on the date and time the investigation is scheduled to be convened, will be privileged to assist the representative of the engineer during the investigation.

Section 3. When a formal investigation is held, the Company will, at the request of the accused engineer or his representative, require the presence of employees whose testimony may be necessary to develop the essential facts.

Section 4. When a formal investigation is held, interrogations will be made: first, by the Company representative who is conducting the investigation; second, officers of the Company who may be assisting the investigating officers; and third, by the representatives of the engineer under investigation. Ordinarily hearing will be held within five days of suspension and decision rendered promptly.

Section 5. If an engineer is not satisfied with the decision of the Superintendent or his representative on a case where an investigation has been held, he may either:

First, handle his own case on appeal to the proper Company officers and if he so desires, may have an engineer in service on the same seniority district assist him in the presentation of the case. No action by the Company in such cases shall have the sanction of the General Committee nor shall it serve as a precedent in disposing of any other dispute.

Second, if not handled as above indicated, the regularly constituted Committee of the Brotherhood of Locomotive Engineers can appeal through the proper officers to the highest authority.

Section 6. Two copies of the transcript of testimony in an investigation involving an engineer will be furnished the Local Chairman, Brotherhood of Locomotive Engineers. It is understood the

above rules have not been properly observed unless the engineer or his representative is confronted with all the charges and evidence, and furnished with a copy of the transcript of testimony.

Section 7. If an engineer is suspended or discharged and later proven to have been innocent of the charges which led to his suspension or discharge, he shall be returned to service with seniority and all other employment rights restored to him as though he had not been suspended or discharged and be paid not less than he would have earned had he not been suspended or discharged, with a minimum per day as specified in Appendix "A" for the time lost on such account in addition to and without deduction from any other earnings during suspension or discharge.

Section 8. When the occurrence with which an engineer is charged with responsibility does not, in the judgment of the Superintendent, warrant the assessment of discipline in excess of sixty (60) demerits, the engineer may waive in writing his right to an investigation and accept for his responsibility a specified number of demerits, not to exceed sixty (60), which will then be levied against his discipline record. It is understood, however, that an engineer cannot waive his right to a formal investigation if the waiver would result in an over-accumulation of ninety (90) demerits on his discipline record, and which might result in his dismissal.

When waiver method is used it will not be necessary to further advise the engineer that discipline has been assessed. Signed waiver will be placed on discipline record of the engineer concerned and copy thereof will be retained by him. Copy of waiver will be furnished Local Chairman, B. of L. E.

An engineer not electing to waive his right to an investigation will not, as a result of the evidence adduced at the investigation, if found at fault, be assessed a greater measure of discipline than would have been assessed had the investigation been waived.

**ARTICLE 30
CHANGE OF AGREEMENT**

This supersedes previous agreements. This Agreement and accepted rulings now in effect between Officials of the Company and representatives of the Brotherhood of Locomotive Engineers shall continue in effect, subject to any subsequent Municipal, State or Federal legislation, and until either party desiring to change any of the foregoing rules or regulations shall have given to the other party thirty days' notice in writing of the change or changes desired.

Signed this _____ day of _____, 19 .

For the Company:

For the Brotherhood of Locomotive Engineers:

TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES
ON RUNS 100 MILES TO 150 MILES IN LENGTH, ON
SPEED BASIS OF 12-1/2 MILES PER HOUR

Distance Miles:	Overtime accrues after hours:	Distance Miles:	Overtime accrues after hours:	Distance Miles:	Overtime accrues after hours:
100.....	8:00	117.....	9:22	134.....	10:43
101.....	8:05	118.....	9:26	135.....	10:48
102.....	8:10	119.....	9:31	136.....	10:53
103.....	8:14	120.....	9:36	137.....	10:58
104.....	8:19	121.....	9:41	138.....	11:02
105.....	8:24	122.....	9:46	139.....	11:07
106.....	8:29	123.....	9:50	140.....	11:12
107.....	8:34	124.....	9:55	141.....	11:17
108.....	8:38	125.....	10:00	142.....	11:22
109.....	8:43	126.....	10:05	143.....	11:26
110.....	8:48	127.....	10:10	144.....	11:31
111.....	8:53	128.....	10:14	145.....	11:36
112.....	8:58	129.....	10:19	146.....	11:41
113.....	9:02	130.....	10:24	147.....	11:46
114.....	9:07	131.....	10:29	148.....	11:50
115.....	9:12	132.....	10:34	149.....	11:55
116.....	9:17	133.....	10:38	150.....	12:00

TABLE SHOWING TIME AND ONE-HALF FOR OVERTIME
 (18 3/4 MILES PER HOUR) EXPRESSED IN MILES,
 FROM 3 MINUTES TO 4 HOURS, INCLUSIVE

Overtime	Miles	Overtime	Miles	Overtime	Miles
3.....	1	1:23.....	26	2:43.....	51
6.....	2	1:26.....	27	2:46.....	52
10.....	3	1:30.....	28	2:50.....	53
13.....	4	1:33.....	29	2:53.....	54
16.....	5	1:36.....	30	2:56.....	55
19.....	6	1:39.....	31	2:59.....	56
22.....	7	1:42.....	32	3:02.....	57
26.....	8	1:46.....	33	3:06.....	58
29.....	9	1:49.....	34	3:09.....	59
32.....	10	1:52.....	35	3:12.....	60
35.....	11	1:55.....	36	3:15.....	61
38.....	12	1:58.....	37	3:18.....	62
42.....	13	2:02.....	38	3:22.....	63
45.....	14	2:05.....	39	3:25.....	64
48.....	15	2:08.....	40	3:28.....	65
51.....	16	2:11.....	41	3:31.....	66
54.....	17	2:14.....	42	3:34.....	67
58.....	18	2:18.....	43	3:38.....	68
1:01.....	19	2:21.....	44	3:41.....	69
1:04.....	20	2:24.....	45	3:44.....	70
1:07.....	21	2:27.....	46	3:47.....	71
1:10.....	22	2:30.....	47	3:50.....	72
1:14.....	23	2:34.....	48	3:54.....	73
1:17.....	24	2:37.....	49	3:57.....	74
1:20.....	25	2:40.....	50	4:00.....	75

APPENDIX "B"**DUES DEDUCTION****AGREEMENT**

This agreement, made at San Francisco, California, this 18th day of November, 1957, by and between the Southern Pacific Company, Pacific Lines (including former El Paso and Southwestern System), hereinafter referred to as the "Company", and the Brotherhood of Locomotive Engineers, hereinafter referred to as the "Brotherhood".

IT IS AGREED:

1. (a) Subject to the terms and conditions of this agreement, Company shall deduct sums for periodic dues, initiation fees, assessments and insurance (not including fines and penalties), payable to the Brotherhood by members thereof from wages earned 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, National Railroad Adjustment Board, upon the written and revoked authorization of a member in the form agreed upon by the parties hereto, copy of which is attached as Attachment "A" and made a part hereof. The foregoing provisions shall not be valid or enforceable to the extent that this agreement, or like agreements with this or other organizations, are disapproved by a decision rendered by the highest court to which such case has been appealed or a decision rendered by a tribunal having jurisdiction pursuant to law.

(b) The signed authorization may, in accordance with its terms, be revoked in writing at any time after the expiration of one year from the date of its execution, or upon the termination of the rules and working conditions agreement between the parties, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties, copy of which is attached as Attachment "B" and made a part hereof, and presented to the Company in the manner hereinafter described.

(c) Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished as necessary by the Brotherhood without cost to the Company. The Brotherhood shall assume full responsibility for the procurement and proper execution of said forms by employees and for delivery of said forms to the Company.

2. Deductions as provided herein shall be made by the Company in accordance with certified deduction lists furnished to the Division Superintendent by the Secretary-Treasurer of the Local Division of which the employee is a member. Such lists, together with wage

assignment and revocation of wage assignment forms, shall be delivered to the Division Superintendent on or before the 5th day of the month in which the deduction or termination of deduction is to become effective as hereinafter provided. The original list furnished shall show the employee's name, employee account number, and the amount to be deducted in the form approved by the Company. Thereafter, two lists shall be furnished each month by the Secretary-Treasurer of the Local Division to the Division Superintendent as follows:

(a) A list showing any changes in the amounts to be deducted from the wages of employees 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 employees from whose wages no further deductions are to be made, which shall be accompanied by revocation of assignment forms signed by each employee so listed. Where no changes are to be made the list shall so state.

(b) A list showing additional employees from whose wages the Company shall make deductions as herein provided, together with an assignment authorization form signed by each employee so listed. Where there are no such additional employees the list shall so state.

3. Deductions as provided for herein shall be made monthly by the Company from wages due employees for the first period in each calendar month, and the Company will, subject to the provisions of paragraph 4 hereof, remit to the Brotherhood the total amount of such deductions, less sums withheld in accordance with paragraph 5, on or before the 15th day of the month following the month in which such deductions are made. With such remittance the Company will furnish to the Secretary-Treasurer of the Local Division a statement showing employees from whom deductions were made and amount of deductions.

4. (a) In the event earnings of an employee are insufficient to permit the full amount of deduction, no deduction will be made, and responsibility for collection shall rest entirely with the Brotherhood.

(b) The following pay roll deductions shall have priority over deductions covered by this agreement:

Federal, state and municipal taxes and other deductions required by law, including garnishments and attachments.

Amounts due the Company.

Group Life and Southern Pacific Hospital Department contributions.

Prior valid assignments and deductions.

(c) In cases where no deduction is made from the wages of an

employee due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the employee for any subsequent pay roll period.

5. In consideration of the services herein described, the Brotherhood agrees that the Company shall retain from the sum of all deductions made in each month six (6) cents per employee from whom deduction is made in such month, and remit to the Secretary-Treasurer of the Local Division the balance due the Brotherhood.

6. Responsibility of the Company under this agreement shall be limited to remitting the amounts actually deducted from wages pursuant to this agreement, subject to paragraph 5, 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 employee involved and the Brotherhood.

7. This agreement shall become effective January 1, 1958.

Signed at San Francisco, California, this 18th day of November, 1957.

FOR SOUTHERN PACIFIC COMPANY, PACIFIC LINES (INCLUDING FORMER EL PASO AND SOUTHWESTERN SYSTEM):

(signed) K.K. Schomp
Manager of Personnel

FOR BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

(signed) J. P. Colyar
General Chairman

APPENDIX "C"

A G R E E M E N T

This agreement, made this 10th day of March, 1969 by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the Brotherhood of Locomotive Engineers, witnesseth:

IT IS HEREBY AGREED:

* * *

ARTICLE IV - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this Agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are:

- (1) deadheading under orders or,
- (2) being transported at carrier expense.

(b) Payments to be made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$150,000
Loss of Both Hands	150,000

Loss of Both Feet	150,000
Loss of Sight of Both Eyes	150,000
Loss of One Hand and One Foot	150,000
Loss of One Hand and Sight of One Eye	150,000
Loss of One Foot and Sight of One Eye	150,000
Loss of One Hand or One Foot or Sight of One Eye	\$ 75,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

Not more than \$100,000 will be paid under this paragraph to any one employee or his person representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the

persons designated in, 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 if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended that this Article IV is to provide a guarantee 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 IV of the Agreement of March 10, 1969

(employee or personal representative)

agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause

This Article IV supersedes as of July 1, 1969 any agreement providing benefits of a type specified in Paragraph (b) hereof under the conditions specified in Paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may be 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 provide in this Article IV in lieu of this Article IV.

* * *

(Signatures and Exhibits not reproduced)

MEMORANDUM OF AGREEMENT

between the

SOUTHERN PACIFIC TRANSPORTATION CO. (WL)

(Including the Former El Paso and Southwestern System and the
Nogales, Arizona, Yard)
(Excluding the Former Pacific Electric Railway Company)

NORTHWESTERN PACIFIC RAILROAD CO.

and their employees represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

It is hereby agreed by and between the parties hereto that Item
A - AIR CONDITIONERS IN CABS OF LOCOMOTIVES - of the notices dated
June 29, 1970, served on the Companies by the Brotherhood of
Locomotive Engineers, is disposed of as follows:

1. The cabs of all road locomotives ordered by the Company
after January 1, 1974, will be equipped with refrigerated air
conditioning systems, which will be maintained and defective
systems corrected at maintenance points designated by the
Company.
2. At terminals where roundhouse force is employed and when
practical to do so and when delay to the train would not be
incurred, a unit so equipped, when used in multiple control with
a unit or units not similarly equipped, will be placed in the
locomotive consist as the operating unit.
3. Agreement rules providing additional compensation will not
apply to engineers who rearrange the location of a unit or units
in the consist of their locomotives when they request permission
to do so and permission is granted.

Executed at San Francisco, California, this 4th day of January, 1974.

FOR THE ORGANIZATION;

/s/ Howard D. Smith, General Chairman

FOR THE CARRIER (S)

/s/ L. W. Sloan - Asst. V.P. - Labor Relations, SP & Manager of Labor
Relations, NWP

AGREEMENT

BY AND BETWEEN

**SOUTHERN PACIFIC TRANSPORTATION COMPANY (WESTERN LINES)
SOUTHERN PACIFIC TRANSPORTATION COMPANY (FORMER PACIFIC ELECTRIC)**

AND ITS ENGINEERS

REPRESENTED BY THE

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

* * * * *

IT IS AGREED:

Article 1:

- (a) Western Lines engineer extra boards, including former Pacific Electric, will be guaranteed the equivalent of a specified number of basic mountain through freight rate days per semi-monthly pay period:
 - (1) Engineers entitled to the \$12/\$15 pay differential shall be guaranteed the equivalent of 18 days per pay period.
 - (2) Engineers promoted from train/yard service employees whose train/yard seniority is prior to the effective date of this Agreement, and who are not covered under Item (1) above, shall be guaranteed the equivalent of 16 days per pay period.
 - (3) Engineers other than those in Items (a) and (b) above shall be guaranteed the equivalent of 15 days per pay period.
- (b) All earnings in engine service during the pay period will apply toward the guarantee.
- (c) The guarantee of engineers who are on the extra board for part of a semi-monthly pay period will be pro-rated.
- (d) On the effective date of this Agreement, all established Western Lines engineer extra boards shall be guaranteed as above, with the exception of the passenger extra board(s) protecting the San Francisco Peninsula Commute Service. Additional extra boards which may be established shall also be guaranteed as set forth above. Extra boards which protect yard service only will not be established except by agreement with the Organization.
- (e) Items (a), (b), (c) and (d), above, supersede Item 2(e) of Side Letter No. 20 of the May 19, 1986 Award of Arbitration Board No. 458.

- (f) Engineers assigned to or augmenting these guaranteed extra boards will have a deduction made from their semi-monthly guarantee when they lay off as set forth in Memorandum of Agreement covered by file E&F 1-2295 and effective May 1, 1991, except the deduction will be one-sixteenth (1/16th) of the applicable semi-monthly guarantee instead of one basic through freight day. All other provisions of E&F 1-2295 shall remain in effect and E&F 1-2295 may thereafter be canceled in accordance with the Railway Labor Act, as amended.
- (g) All provisions of Side Letter No. 20 of the May 19, 1986 Award of Arbitration Board No. 458, except as set forth above, will apply to Western Lines engineer extra boards.

Article 2:

No inter divisional service which requires a change in home terminals will be implemented prior to the effective date of settlement of Section 6 Notices contemplated by Article 11(a) of _____, unless agreed between the parties, with the exception of inter divisional service proposed between West Colton and Long Beach (ICTF). The moratorium set forth in the prior sentence shall also apply to inter divisional notices which have been served.

The parties will jointly study the traffic need and identify efficient methods of handling traffic between Long Beach (ICTF) and West Colton and attempt to negotiate an agreement. If these attempts are unsuccessful, the Company reserves its right to progress the matter under the terms of Article IX of the May 19, 1986 Award of Arbitration Board No. 458.

The foregoing is without prejudice and on a non-referable basis to the respective positions of the parties regarding the propriety of moving terminals under Article IX of the May 19, 1986 Award of Arbitration Board No. 458.

Article 3: Engineer Reserve Boards (Western Lines)

- (a) (1) The Company will establish reserve boards for engineers on Southern Pacific (Western Lines), including former Pacific Electric.
- (2) Reserve boards will be established at the following extra board locations: Portland; Eugene; Albany; Klamath Falls; Roseburg; Dunsmuir; Roseville; Sparks; Ogden; San Francisco; San Jose; Salinas; San Luis Obispo; Tracy; Fresno; Bakersfield; Los Angeles; Colton; Yuma; Phoenix; Tucson; El Paso and Tucumcari. These boards will be established although the needs of service at a source of supply may preclude engineers from being assigned.
- (3) Applications will be accepted based upon the needs of service at each extra board location.

- (4) If any of the extra board locations listed in (b) above are eliminated as an extra board location for any reason, the reserve board positions at the eliminated extra board location will be relocated to the new extra board location. Reserve board positions shall be awarded based on the applicants' relative seniority at the source of supply.
- (b) (1) Engineers on reserve boards will receive \$1,750.00 per semi-monthly pay period. Periods of less than a month will be prorated at the rate of \$116.67 for each calendar day in reserve status.
- (2) No other compensation will be paid to or on behalf of an engineer in reserve status, except for payment of premiums under applicable health and welfare plans and/or compensation payable to them under Article 7 of _____ . Deductions from reserve pay will be made for income, employment or payroll taxes (including Railroad Retirement Taxes), pursuant to federal, state and local law, deductions of dues pursuant to an applicable union shop agreement, and any other deductions authorized by agreement or legally required deductions.
- (3) Reserve pay will be subject to any future wage and/or cost-of-living adjustments provided for in agreements reached between the parties, either locally or nationally, except that only 70% of any such adjustment will apply to reserve pay.
- (4) Other non-railroad employment while in reserve status is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.
- (5) Any moneys received from settlements of disputed grievance or back pay/lump sum allowances resulting from concerted wage and rule movements do not offset reserve board payments, nor shall any reserve board payments be used in determining any amount due as a result of settlement of concerted wage and rule movements.
- (c) (1) An engineer assigned to reserve status must remain thereon for at least three months, or until:
- (i) discharged from employment by the Company in accordance with applicable discipline rules;
 - (ii) resigns from the Company's employment;
 - (iii) recalled to active service;
 - (iv) retires on a disability annuity.
- (2) Commencing three months after the date of the initial

reserve board assignments and each three months thereafter, if reserve board positions are available they will be advertised for seniority choice at each extra board locations.

- (3) The BLE Local Chairman shall be permitted first right to a position on a reserve board established hereunder, subject to written approval of the appropriate BLE Division President.
 - (4) Runs held by engineers taking reserve status will be bulletined as provided for in Section 10(a) of Article 32.
- (d)
- (1) An engineer in reserve status must be available for return to service upon 30 days' written notice by Certified Mail, with restricted delivery to addressee only. Reserve pay will continue for only seven (7) days after postmark and the employee must return to service within thirty (30) days of attempted delivery. Failure to comply with any of these requirements will result in forfeiture of all seniority rights subject to the provisions of Article 32, Section 21 of the engineers' agreement.
 - (2) The recall of an engineer from reserve status will be in reverse order of seniority and based solely on the need for service at the extra board location from which he accepted reserve status. Upon recall, such engineer will be allowed a full right of displacement. Once an engineer has reported for service, that engineer's use will be governed by the collective bargaining agreement.
 - (3) An engineer in reserve status must maintain his work proficiencies, including successfully completing any retraining or refresher programs the Company may require and passing any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies have been maintained. Such tests and examinations will be consistent in context with those administered to active employees. The Company will give a reserve engineer 30 days' advance written notice by Certified Mail, Return Receipt Requested, of refresher programs, rules classes, or examinations the engineer is required to attend to maintain such work proficiencies. Unless so stated, such notice should not be construed to be a return to duty notice.
 - (4) Reserve engineers shall be considered in active service.
- (e) Vacation pay received while on a reserve board status will offset pay received under Section 2(a). Time spent in reserve status will not count toward determining whether the employee is eligible for vacation in succeeding years. It will count as time in determining the length of the vacation to which an employee, otherwise eligible, is entitled.

- (f) Engineers on the reserve board are not eligible for Holiday Pay, Bereavement Leave, Jury Pay, Personal Leave, or other similar allowances.

Article 4:

- (a) Article 24 of the agreement covering engineers is amended to allow engineers to split a maximum of two (2) weeks into daily splits.
- (b) Engineers may request daily splits of one (1) or two (2) weeks (7 or 14 days) of their qualifying weeks of vacation, with the remainder of vacation weeks, if any, assigned in the normal manner.

NOTE 1: Engineers must indicate the number of weeks to be utilized as daily splits on the annual vacation request form. Failure to stipulate requests for splits will result in vacation being assigned in the normal manner.

NOTE 2: Daily rates of pay for the week(s) utilized for daily splits will be calculated pursuant to rules currently in effect.

EXAMPLE: An employee having interchangeable yard and road rights receiving one week's vacation, or pay in lieu thereof, shall be paid 1/52 of the compensation earned by such employee under schedule agreements 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 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 shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered. It is understood that the monetary calculations for the weeks vacation specified in each instance above will be divided by seven (7) for determining the basic daily rate.

(i) Earnings of \$53,000 -- 52 weeks = \$1,019.23 -- 7 days = \$145.60 basic daily rate

(ii) Basic road rate of \$117.20 x 6 days = \$703.20 -- 7 days = \$100.46 basic daily rate.

(iii) Basic yard rate of \$125.41 x 5 days = \$627.05 -- 7 days = \$89.58 basic daily rate.

- (c) Daily splits may be granted one (1) to five (5) days at a time as requested, if there are sufficient engineers to protect the service.
- (d) Daily splits, when allowed, will be on a first request basis;

however, no request may be made earlier than forty-eight (48) hours before the daily splits are taken.

- (e) Daily splits shall commence at 12:01 A.M. and shall end at 12:01 A.M. the following day.
- (f) For each daily split of vacation an extra engineer takes, one-sixteenth (1/16th) of the semi-monthly guarantee shall be deducted from his guarantee.
- (g) All daily splits must be taken between January 1 and November 30 of the calendar year.

NOTE: Engineers who have not utilized their daily splits by November 30 will have the remaining days scheduled at the Carrier's discretion in December of the current vacation year of January, February and March of the following year.

- (h) Engineers called to protect outlying assignments, which require the payment of a basic day deadhead, will be paid in accordance with the current Brotherhood of Locomotive Engineers' Agreement, i.e., the first extra engineer will be paid for the going trip on the first split and the last extra engineer will be paid for the return trip on the last split. Deadheads will not be paid for any intervening split(s).
- (i) It is understood that it will be the responsibility of the individual engineer to track his daily split(s) to assure that days are not scheduled in a manner to cause excess vacation to be taken.
- (j) Except as otherwise provided herein, all provisions of the April 29, 1949 Vacation Agreement, as amended, and decisions of the Disputes Committee will remain in full force and effect.
- (k) This Article is without prejudice to the position of either party, will not be referred to in connection with any other agreement (local or national), case and/or arbitration and may be canceled by either party upon ten (10) days' written notice by September 1 of each calendar year to become effective on December 31 of that year, commencing September 1 of 1994.

Article 5

Claims conferences requiring access to centralized crew records will be scheduled as needed at Roseville. Local Chairmen attending will be allowed auto mileage or be provided airline tickets, lodging if overnight stay is required, and will be allowed 175 miles for each day.