

Edited Version of UTU / BNSF Labor Contract

INDEX by ARTICLE		
ARTICLE	SUBJECT	PAGES
Article 1	Passenger Service	1-19
Article 2	Freight Service Through Irregular and Circus Train Service	20- 62
Article 3	Local Freight Service	63- 68
Article 4	Work, Wreck, Construction And Supply Trains	69- 74
Article 5	Road Switcher Service	75- 80
Article 6	Mixed Service	81- 85
Article 7	Delay Between District Terminals	86
Article 8	Blocking Rule	87- 88
Article 9	Time Slips	89- 93
Article 10	Assigned Districts, First-In First-Out Runarounds	94- 120
Article 11	Rest	121
Article 12	Holiday	122- 124
Article 13	Investigations and Discipline	125- 129
Article 14	Terminal Delay Rules Initial and Final	130- 135
Article 15	Expenses Away From Home	136- 142
Article 16	Seniority and Promotion	143- 186
Article 17	Choice of Preferred Runs Bulletining Vacant Assignments	187- 205
Article 18	Application for Employment	206- 208
Article 19	Leave of Absence	209- 212
Article 20	Extra Work, Freight and Passenger, Uniformed Freight Crews	213- 226

Articles 21 - 41

ARTICLE	SUBJECT	PAGES
Article 21	Cut Out Between Terminals	227
Article 22	Called and Not Used	228
Article 23	Seniority Write Transferred Other Service	229
Article 24	Part of Crew Used in Other Service	230
Article 25	Increasing and Reducing Force	231- 235
Article 26	Loading and Unloading Stock-Icing Cars	236- 237
Article 27	Deadheading	238- 246
Article 28	Doubling Hills / Side and Lapback Trips	247
Article 29	Calling and Reporting for Duty	248- 249
Article 30	Attending Court	250- 251
Article 31	Blanket Service on Grand Canyon	252
Article 32	Combination Service	253- 255
Article 33	Objecting to Undesirable Brakemen	256
Article 34	Cabooses	257- 273
Article 35	Pilots	274- 275
Article 36	Extra Service by Freight Crews	276
Article 37	Yard Crews in Road Service	277
Article 38	Doubleheading and Helping	278- 279
Article 39	Service Off Coast Lines	280
Article 40	Seat on Engines	281
Article 41	Experience Necessary for Flagman	282

INDEX - Alphabetical

INDEX A

	Article	Page
Absence – Leave of	13(a), 19	125, 209
Accepting official positions	16(f)	176
Accommodations – Passenger Trainmen	1(y)	11
Advance calls	17(w)	148
Agreement – Term of	54	342
Agreements – Local – Not to be made	54	342
Air Hose Coupling and Uncoupling	57	346
Applications – Approval or disapproval of	18	151
Arbitrary and Special Allowances	42	218
Assigned crews in extra service	1(I), 3(d), 4 (e) 6(e), 36	5, 46, 52 65, 211
 Assigned Districts:		
• Assigned runs – Notifying crew in Writing of changes	17(u)	202
• Crews run off of	10(a) (b)	94
• First in, first out – runarounds	10	94- 120
 Assignments:		
• Deadheading to after two days	27(g)	243
• Establishment of prior to time needed	17(n) (3)	195
• First and second sections	1(p)	6
• Giving up before going out	17(n) (9)	196
• Holding pending close of bids	17(o)	197
• No bids received	17(n) (9)	196
• Posting of close out bulletins	17(n) (4)	196
• Reduction in pool freight	17(d)	187
• Required to go beyond limits of	5(h)	77
• Tying up at outlying points Rebulletined – Remaining on	17(u)	202
 Attending court or corner’s inquest	 30	 250
Attending investigations	13	125
Augmenting- Winslow, Gallup, Albuquerque	25 (o thru o 3)	234
Away-from-home expense	15	136

INDEX B

	Article	Page
Baggage service		
Basic Day and Overtime Rules:		
• Combination service	32	253
• Freight service	2(c), (d), (e)	22, 25
• Local service	3(e), (f), (h)	66
• Mixed train service	6(c), (m)	83, 85
• Passenger service	1(b)	2
• Road switcher service	5	75- 80
• Swing brakeman	47	290
• Work train service	4(c)	71
Batteries and bulbs – Furnishing of	46	289
Beginning and ending of day	29(a)	248
Passenger Service	1(d)	3
Bereavement Leave	19(e)	209- 210
Bids for advertised vacancies Handling of	17(v)	203
Bids – Submit in duplicate	17(v)	203
Bidding:		
• First, second and third choice	17(o)	197- 198
• On former assignment	17(e)	188
• Temporary Vacancies	17(q)	199- 200
Blanket service G.C. Ry	31	252
Blocking Rule	8	87- 88
Brakemen:		
• Handling baggage and express	1(x), 6(I)	11, 84
• Objecting to undesirable	33	256
• Seats on engines	40	281
• Swing	47	290
Bulletining Runs :		
• Change in time, etc.	17(m), (u)	195, 202
• Close out on Sunday/Legal Holidays	17(n), (2)	195, 197
• No bids received	17(n), (9)	196, 197
• Prior to time needed	17(n), (3)	195
• Temporary vacancies	17(q)	199- 200
Bulletined runs—Failure to place bid	17(m)	195
Bulletined runs –Time limit	4(f), 17(n)	71, 195, 197
Bulletined work train assignment	4(f)	71
Bulletins specify time of departure	17(m)	195

INDEX C

	Article	Page
Caboose Pay Understanding	Letter 10/20/1976	270
Caboose -- Pooling	34(d)	257
Caboose -- Handling of --Transferring	34(a) (b)	257
Caboose -- Supplying extra	34(c)	257
Calculation of road, mileage	2 (0)	27
Call Time at Winslow	(Letter of Agreement Nov. 7, 1990)	248
Called and not used	22	228
Calling and reporting for duty	1(d), 29	3, 248
Calling crews for turnaround service	1(e) 2(g) (h) (I)	4, 24, 25
Calling limits—By telephone, etc.	29(b) (c) CC- Art7	248, 343
Calling passenger crews – Away-from–Home Terminal	27(b)	241
Calls set back or advanced	17(w) (3)	204
Captions of Articles	55	415
Car limit – Cajon mountain	38(e)	278
Car tied up – Part of crew used in other service	24	230
Chain gang crews on temporary work train	4(g) (j)	72
Change of run – Layover point—Starting time, etc.	17(m) (o) (u)	195 - 196, 202
Changing on & off duty locations	17(t)	201
Changing switching limits	Appendix “F”	445 - 446
Choice of preferred runs	17(a) (b)	187
Combination Service	32	253 – 255
Conductors’ Extra Boards	20(h)	216 – 217
Conductor Hold Down (Winslow-Only)	(Letter of Understanding 6/12/96)	222
Conductors objecting to Brakemen	33	256
Conductors’ space	1(R)	7
Conductors used in emergency	20(e)	214
Constructive mileage	2(e)	24
Contractual obligations	54	414
Conversion rule	1(v), 2(k), 5	9, 25, 75
Correction on time slips	9(a)	89
Court attendance	30(a)	250
Crew Consist	4(q) (t), 48	73, 291
1981 Crew Consist	48	291 – 301
Caboose placement	48 (S-L # 5)	299
Emergency	48 (S-L # 2)	297
Furloughed Employees	48 (S-L # 8)	300
Lay offs	48 (Art 8)	293
Must fill	48 (Art 7)	292
Personal Leave Days	48 (Art 22)	295
Pool rotation	48 (Art 7)	292
Portable radios	48 (Art 16)	293
Protected Employee	48 (S-L # 4)	299

	Article	Page
Supervisor used to supplement Voluntary Separation		
	48(Art 4)	292
1989/1991 Crew Consist	48	301 – 391
Conduct Only Restrictions	48 (Art II)	304 – 306
Option 1	48 (Art II)	309 – 310
Option 2	48 (Art II)	310 –312
Calling Rule	48 (Art VII)	341
Deadhealing	48 (Art III)	339
Guaranteed Extra Boards	48 (Art 5)	319
Attachment B (Brakemen)	48	329
Attachment C (Switchmen)	48	334
Mark up at Outlying Points	48 (Art XIV)	345
Personal Leave Days	48 (ART 9)	322
Q & A's	48	266 – 269
		277 – 284
		300 – 301
		323 – 328
		330 – 333
		335 – 339
Reserve Boards	48 (Art VI)	312 – 317
Road/Yard (Set-out Pick-up)	48 (Art IV)	340
Side Letters 1989	48	358 – 380
Side Letters 1992	48	381 – 391
Special Car Scale Additive	48(Art X)	342
Supplemental Benefit	48 (Art 1)	304
	(Art 2 & Art XII)	306 – 307
Supplemental Guaranteed Boards	48 (Item 13)	318
Vacancies:		
Brakemen Vacancies:	48 (Art 6 (a))	319
Switchman Vacancies Temp	48 (Art 6 (b))	320
	1992 S-L # 8	389
	Permanent	48 (Art 7)
		320
Crews Used out of Away-From-Home Terminal	10 (h)	45
Cut out between terminals	21	227

INDEX D

	Article	Page
Deadhead crew – Turn out	10(j), 27(b) (c)	115
	27(b) (c) (d)	243
	(e) (f)	
Deadheading:		
After having tied up on law	44	285
As result of seniority not paid for	17(C)(f) (g) (q)	187, 190
Combination –Service and Deadhead	4(o), 27(b)	73, 241
Cut out en route	27(b)	241
In Passenger service	1(u), 27(h -I-j)	8, 243 – 244

	Article	Page
More than one crew to intermediate points	27(b)	241
Picket up en route	27 (c)	241
Richmond – Oakland	1(u)	8
To assignment after two days	27(g)	24
To and from outside jobs	10(d), 27(b)	101, 241
To and from work train service	4(o)	73
Two or more crews	27(b)	241
Without rest	27(d) (e)	243
Decisions in writing	9	89
Deduction of dues Agreement	Appendix “D”	438
Delays:		
Between terminals	7	86
Final terminals	14(c) (d)	131
Initial terminal	14(a) (b)	130
Discipline – Investigations	13	125 – 129
Displacements:		
Assignments on which failed to bid	17(f)	188
Barred from service on Southern Pacific joint track	17(b)	187
Made in writing	17(f) (g) (h)	188 – 190
Not having access to bid bulletins	17(f)	188
Notification	17(f)	188
Relinquishing right to	17(f)	188
Rights to when restriction lifted	17(f)	188
Take effect immediately	17(g)	190
Time limit in which to make	17(f) (q)	188 – 199
When displaced from a temporary Vacancy	17(q)	199
When restricted from service to which assigned	17(f)	188
While on leave of absence/vacation	17(f)	188
Disqualified because of physical condition	51	408
Districts – Run off of	10(a) (c)	94
Division of extra Passenger work	17(j)	191
Doubleheading and helping – Tonnage Restrictions	38	278
Doubling hills – Running for fuel/water	28	247
Doubling rules	10(I) (k)	115 – 117
	17(p)	198

INDEX E

	Article	Page
Eating and sleeping accommodations	4(p), 5(k)	73 – 79
Eating Rule		45 288
Employment		18 206
Employment on another seniority district when cut off		25(j) 244
Enacting and terminating clause		58 420
Engines – Seats for brakemen		40 281
Entry Rates		Appendix “G” 463
ETD/ ETM’s	(Letter of Understanding 6/20/1990)	271 – 273
Examination – Failure to pass		16(b) 174
Examination on Southern Pacific rules		16(c) 175
Examination – Required for promotion		16(a) (b) (c) 143, 174 – 175
Examination – Physical		25(h), 51 243, 408
Expense – Away-from-home		15 136
Experience necessary for flagmen		41 282
Express-baggage – Handling of		1(x), 6(I) 11, 84
Express trains		6(f), (g) 84
Extra crews – Temporary work trains		4(g) (h) 72
Extra men relieved by regular man Turn out		10(e) 104
Extra work – Assigned Employees exempt		20(c) (d) (e) 214
		(f), 20(aa) 215, 223
Extra service by assigned crews		1(I), 3(d), 4(e) 5, 65, 71
		6(e), 36 84, 276
Extra work – Harbor District		2(n) 28

INDEX F

Failure to bid – No displacing right		17(m)(o) 195, 197-198
Failure to pass examination for promotion		16(b) 143
Filling temporary vacancies		4(g)(h), 10(d) 72, 104
		17(g) (I) (p) 190, 191, 198
Final terminal delay		14(c) (d) 131
First in first out – runarounds		4(h)(j), 10 72, 94
Flagmen on light engines		35(d) 275
Flagmen – Experience necessary for		41 282
Forces – Reducing and increasing		17(d), 25 187, 231
Foreign lines – Service on		39 280
Former assignments – Bidding on		17(e) 188
Free billing on household goods		52 408340
Freight crews – Local rate		2(k) 25-27

INDEX H

	Article	Page
Handling of Caboose	34(a)(b)	257
Held away from home terminal	43	284
Payment of after short trips	10(h)	115
Held to protect passenger service	1(m)	6
Helper Conductor Service	1(c)	3
Helper districts	38(h)(I)	279
Helping and doubleheading – Tonnage restrictions	36	276
Hills – Doubling – Running for fuel and water	2(f), 28	24, 247
Holiday agreement	12	122-124
Hours of service law	44	285-287
Hours of service law – Furnishing relief crews	44(h)	286
Household goods – Free billing on	52	412

INDEX I

Icing cars	14(c) (3), 2	131, 236
Increase and reduction of force	17(d), 25	187, 231
Initial terminal delay	14(a) (b)	130
Intradivisional Service:		
Gallup run thru	Board Award 482	51-54
LA run thru	MA	49-50
Richmond to Calwa	2(p)	28-31
San Bernardino run thru	MA	32- 48
Seligman run thru	MA	55- 62
Interdivisional runs	Appendix “F”	373
Investigations – Discipline	13	125-129
Investigations – Payments for attending	13(h)	128

INDEX J

Jury duty	30(b)	250
-----------	-------	-----

INDEX L

Lanterns, Batteries and Bulbs – Furnishing of	46	289
Lapback or side trips	28(b)	247
L.A.U.P.T. Parking	Appendix “E”	371
Law – Hours of Service	44	285-287
Laying off or missing calls	10(f)	105-106
Layover day – Service on	l(I), 3(d), 4(e)	5, 46, 52
	6(e), 20(a)	84, 213

	Article	Page
Layover Day – Used in other service	20	213 – 226
Leave of absence	13(a), 19	125, 209-212
Light engines – Flagman on	35(d)	275
Light engines – Pilots on	35(c)	274-275
Loading stock	26	236-237
Local agreements not to be made	54(c)	414

Local Rates:

Passenger crews	1(v)	9
Through freight crews	2(k)	25
Unloading L.C.L. freight	2(k)	25

Local Service:

Basic day and overtime rules	3(f) (g) (h)	66
Method of applying guarantees	3 (c) (d) (e)	65
Rates of pay	3(a)	63

Lodging	15	136-142
Los Angeles – Running Freight crews through	2(j), MA	25,49-50
Los Angeles – Needles and Parker runs – Men laying off	17(I)	191

INDEX M

Make Whole – Conductor used off regular assignment	20(f)	214
Make Whole – Trainmen used in higher grade of service	20(bb)	223
Meals en route	45	288
Mileage – Freight service	2(o)	28
Missing calls or laying off	10(f)	105-106

Mixed Train Service:

Allowance for handling express	6(I)	84
Basic day and overtime rules	6(c) (m)	8, 85
Box-express cars	6(l)	85
Employees wearing uniforms	6(h)	84
Definition of	6(f)	84
Guarantees	6(d) (e) (j) (k)	84
Layover days – Service on	6(e), 20 (a)	84, 213
Rates of pay	6(a)	81

More than one class of service	32	253-255
--------------------------------	----	---------

INDEX N

	Articles	Page
Needles – Los Angeles passenger men laying off	17(I)	191

INDEX O

Objection to undesirable brakemen	33	256
Obligations – Contractual	54	414
Odd run between Los Angeles and Needles	17(j)	191
Odd run between Needles and Winslow	17(k)	192
Odd run between Winslow – Albuquerque	17(l)	192-194
Office Space – Conductor	1(r)	7
Official positions – Employees accepting	16(f)	176

On and Off duty points:

Freight	17(t)	201
Passenger	1(d) (s)	3, 7

Overtime and Basic day Rules:

Combination service	32	253 –255
Freight service	2(c) (d) (e)	22- 24
Local service	3(f) (g) (h)	66
Mixed train service	6(c) (m)	83, 85
Passenger service	1(b) (d) (e) (f) (g) (h) (n) (u)	2 - 5 6 – 8
Road Switcher service	5(e) (f)	76
Swing brakemen	47	290
Work train service	4(c)	76

INDEX P

Parking – L.A.U.P.T.	Appendix “E”	443
Part of crew used in other service	24	230

Passenger Service:

Basic day	1(b)	2
Brakemen, exempt from other service	20(e)	156
Compensation on continuous time basis	1(t)	8
Conductors’ Office Space	1(r)	7
Converting to freight, local or mixed rates	1(v) (1)	9
Crews run via Grand Canyon	31(b)	252
Deadheading	1(u)	8
Division of extra work	17(j)	191
Extra crews held for extra service	1(m)	6
Extra service by assigned crews	1(I)	5
Extra service Uniformed Conductors	20(a)(h)	213, 216
First and second sections	1(p)	6
Freight rates for	1(w) (1)	11

	Article	Page
Passenger Service:		
Guarantees	1(n)	6
Handling baggage, mail, parcel post or express	1(x)	11
Handling transportation on train	1(q)	7
Held to protect	1(m)	6
Helper Conductor	1(c)	3
Interdivisional	1(l)	5
Laying of Los Angeles or Needles	17(j)	191
Odd crews	17(j)(k)(l)	191
No bids received for vacancies		
Conductor	17(n) (9) (a)	196
Brakeman	17(n) (9) (b)	197
Oakland District & Bakersfield service	1(u)	8
Overtime	1(e)	4
Pay Begins	1(d)	3
Pool crew used in passenger service	1(w), 27(I)	10, 243
Rates of pay	1(a)	1
Rearranging runs to avoid excessive overtime	1(k)(I)	5
Reports, 812	1(r)	7
Short turnaround	1(e) (u)	4, 8
Sleeping Car Transportation	1(q) (2)	7
Space for Conductor	1(r)	7
Train Baggage	1(bb)	16
Turning train on wye at Oakland	1(u)	8
Turnaround service on Oakland District	1(u)	8
Uniform required	1(aa)	12
Pay begins and ends	1(d), 29	3, 248
Penalty time claims – Receipting for	9(b)	89
Physical examinations	25(h), 51	232, 408
Point of going on and off duty	1(d) (s)	3,7
Pool crews used out of away-from-home terminal	10(h)	115
Pooling cabooses	34(d)	257
Promotion to Conductor	16	143-173
	Side Letter # 5	385

INDEX R

	Article	Page
Rates of Pay:		
Arbitrary and special allowances	42	283
Conductor – Pilot	35	274
Combination service	32	253
Cut out between terminals	21	227
Entry – Rate progression	18, App. “G”	206, 476
Flagmen	35(d)	275
Freight service	2(a)	20
Helper Conductor service	1(c)	3

	Article	Page
Local service	3(a)	63
Mixed service	6(a)	81
Passenger service	1(a)	1
Pilots	35	274
Road switcher service	5(a)	75
Swing brakemen	47	290
Work service	4(a)	69
Rearranging runs to avoid excessive overtime	1(k) (l)	5
Rebulletining assignments	17(m) (n) (o) (q) (u)	195 203
Recurring claims	9(g)	90
Reduction in forces – Pool freight	17(d), 25	187, 231
Reinstated – Runs entitled to	17(b)	187
Reinstatement – Concurrence of organizations	13(j)	129
Relinquishing run before going out	17(f)	188
Remaining on run pending close of bids	17(o) (3)	198
Reporting for duty	1(d), 29	3, 248
Requests for displacement in writing	17(f) (g) (h)	188
Rest	11	121
Rest required in making displacement	17(p)	198
Rest required to double out of terminal	10(j), (k)	121, 198
Ripley District:		
Rates of pay	3(I), 6 (k)	68, 84
Service by Arizona Division man	3(I), 6 (k)	68, 84
Road mileage – Calculation of	2(o)	28
Road service by yard crews	37	277
Road switcher service	5	75
Road-yard service	Appendix “M”	487
Road-yard service zones	Appendix “G”	477
Reserve Boards	48	312
	Article	Page
Runarounds:		
En route	10(k)	118
Not applicable	4(g), (I) 41	72 282
Terminal	10 (g) (3)	114
Run off assigned district	10(a) (b)	94
Running for fuel or water	28(c)	247

INDEX S

	Article	Page
San Bernardino – Los Angeles – Pool or Local men laying off	17(I)	191
Seats for passenger trainmen	1(y)	11
Seats on engines	40	281
Self propelled on track equipment – Manning of	4(t)	74
Seniority:		
Choice of preferred runs	17(a) (b)	187
Date of	16 (c) (d) (e)	175
Displace from temporary vacancy while holding permanent assignment	17(q)	199
Displaced while on leave of absence or vacation	17(f)	188
Displacing youngest man	17(b)	187
Displacement takes effect immediately	17(g)	190
Displacement – Time Limit	17(f) (q)	188, 199
Districts	16(h)	177
Dual – Road and Yard	16(j)	178
Establishment of (Memorandum of Agreement)	VI (a1-3)	152
Employees accepting official positions	16(f)	176
Lists	16(g)	176
Moves – Deadheading	17(c) (I) (q)	187,19
Moving Turn up after deadhead-(Letters of Understanding)	27	244
Of reinstated employees	17(b)	187
Promotion	16	143
Rights on return from leave of absence or vacation	17(f)	188
Time limit to make displacement	17(f) (q)	188,199
Time required in making displacement	17(p)	198
Transferred	23	229
Transferring one board to another	17(f)	188
Two men employed same date	16(e)	176
Written declaration	17(f) (g) (h)	188,191
Yardmen in road service	16(I) (j), 25(I)	177,232
Service letters	53	413
Service off Coast Lines	39	280
Short Turnaround Service:		
Freight -----	2(g)(h)(i)(j)	24-25
Out of away-from-home terminal -----	10(h)	115
Passenger -----	1(e)(u)	4, 8
Side or lapback trips – Emergency -----	28(b)	247
Side or lapback trips by assigned local or mixed crews	28(d)	247
Silk trains – Handling of	2(1)	27
Sleeping Car Transportation	1(q) (2)	7
Space for Conductors	1(r)	7
Special and arbitrary allowances	42	283
Stock loading and unloading	26	236

Sunset Railway – Rates of pay	1(a), 2(a), 3(a) 4(a), 6(a) Article	1, 20, 63 69, 81 Page
Supplies – Switching cabooses	34(a) (b)	257
Supplies extra cabooses	34(c)	257
Supply trains	4(m) (n)	73
Swing brakemen	47	290
Switching – Oakland Terminal interchange	36(b)	276
Switching limits – Extension of	Appendix “F”	445
Switching Rule	Appendix “A”	421

INDEX T

Temporary Vacancies:

Filling of	4(g) (h), 10(d) 17(g) (I) (p)	72, 101 190,198
Bidding off of	17(q)	199
Bidding one grade of service to Another	17(q)	199
While on leave of absence prior to Vacation	17(q)	199
Temporary work train	4(h)	72
Terminals – Cut out between	21	227
Terminals – Runaround	10(g) (3)	114
Terms of agreement	58	420
Tied up between terminals	7	86
Time claims – Recurring (Pilot)	9(g)	90
Time limit on claims	9(c)	89
Time limit to make displacement	17(f) (q)	188,199
Time required doubling out of terminal	10(I)	115
Time slips	9(a)	89
Time to credit – Making displacements	17(p)	198
Tonnage Rating	38	278
Track Geometry Test Train	4(q)	73
Train Baggagemen	1(bb)	16
Training of Brakemen/Helpers and Conductor/ Foremen	16 (M-A)	150
Transferred – Free billing, etc.	52	412
Transferred to other service	23	229
Transfer to yard service	16(j)	178
Transferring from one extra board to another	17(f)	188
Transferring supplies from cabooses	34(b)	257
Transportation furnished	15, 52	136,412
Transportation – Handling of on Trains	1(q)	7
Turn Out:		
After runaround en route	10(k)	117
After work train or short trip	10(h)	115
As per arrival designated point	10(j)	116
Crew in passenger service	27(f)	243
Deadhead crews	27	238
Deadheading on passenger train	10(d), 27(f)	101,243
Doubling rules	10(I), 17(p)	115,198
Off assigned district	10(a) (b)	94

Rotary Board	10(c) (g)	94,106
When relieved from temporary vacancy	10(e) (j) 17(g) (j)	104 190-192
When relieved from conductor's vacancy	10(d)	101
Turning on Wye – Passenger	1(u)	8
Two or more classes of service	32	253

INDEX U

Unavoidable delays between terminals	7	86
Undesirable brakemen – Objection to	33	256
Uniforms	1(aa)	13
Union Shop Agreement	Appendix “C”	431
Unloading stock	26	236
Used in other service on layover days	20	213
Used in higher grade of service	20(f)	214

INDEX V

Vacancies:

Advertised for five days	4(f), 17(n) (q)	71, 195
Advertising of – Assignments working 20 days and off 10 days	17(n) (11)	197
Bidding from one pool turn to another	17(n)	195
Bidding off – Remaining on	17(q)	146199
Bidding on while on leave of absence or vacation	17(n)	195

Vacancies:

Filling of – No bids received	17(n) (9)	196
Filling on Gallup-Albuquerque local	3(g)	66
Filling temporary	4(g) (I), 10(c) 17(g) (I) (p) (q)	71, 94 190,198
Holding pending close of bids	17(o)	197
Outlying points	10(d) (e) (f) 17 (s) (u)	101
200,202,203		
Relieved from – Turn out	10(e) (g) 17(g) (q)	104-114 190,198
Remaining on – Outlying points	10(d) (f) 17(s) (u)	101-106 200, 202
Temporary advertised as permanent	17(n)	195
To assignment in order of arrival at terminal	17(n)	195
Time to credit – Making displacement	17(p)	198
Train baggagemen	1(bb)	16

Vacations	50	393-407
Float	Side Letter # 7	162
Not counted to create a temporary Vacancy	17(q)	199
Split	50	404

Ventilators – Trainmen not required to manipulate	2(m)	27
---	------	----

INDEX W

Water or fuel – Running for	28(c)	247
Work Train Service:		
Basic day and overtime	4(c)	71
Bulletining of vacancies	4(f) (r) (s)	71, 74
Deadheading to and from	4(o)	73
Guarantees	4(d) (e)	71
Giving up on arrival at terminal Saturday night	4(h)	72
Handling of during period of bulletin	4(h)	72
Layover days – Service on	4(e)	71
Manning of temporary service	4(g) (h) (j)	72
Starting time	4(t)	74
Supply train considered work trains	4(m) (n)	73
Tied up at outlying point when work completed	4(k)	72
Tying up between terminals	4(k) (l) (n) (o)	72-73
	4(p), 44(I)	73, 286
Written decisions	9	89-93

INDEX Y

	Article	Page
Yardmen – Use of when laid off brakemen not available	25(I)	232
Yard crews in road service	37	277
Yard work by road crews	Appendix “A”	422
	Appendix “F”	445
Yardmen in road service	16(I) (j)	177,186

ARTICLE 1

ARTICLE 1

PASSENGER SERVICE

Rate to be paid on basis of one hundred fifty (150) miles per day and forty five hundred (4500) miles per month. Albuquerque Division, former Arizona Division, Los Angeles and Needles, Los Angeles and Parker and Los Angeles and Bakersfield:

(SEE BASIC DAY amendments on Page 2)

	Mileage Rate		Overtime		
	First 162 Miles	Over 162 Miles	Per Day	Per Month	Rate Per Hour
Conductors.	\$.6736	\$.6031	\$108.92	\$3280.55 (a)	\$13.6150
Baggageman.	\$.6189	\$.5586	\$100.26	3007.80	12.5325
Brakeman	\$.6159	\$.5558	\$ 99.78	3005.15(b)	12.4725

Through runs, San Francisco and Bakersfield, Los Angeles and Barstow and Los Angeles and San Diego:

	Mileage	Rate	Overtime		
	First 162 Miles	Over 162 Miles	Per Day	Per Month	Rate Per Hour
Conductors.	\$.6723	\$.6018	\$108.92	\$3274.00(a)	\$13.6150
Baggageman	.6189	.5586	100.26	3015.60(c)	-----
Brakeman	.6159	.5558	99.78	3005.15*(b)	-----

*Brakeman Los Angeles and San Diego \$3000.05 (e)

Other Locals:

	Mileage	Rate	Overtime			
	First 162 Miles	Over 162 Miles	Per Day	Per Month	Rate Per Hour	
Conductor	\$.6723	\$.6018	\$108.92	\$3267.50	\$13.6150	
Baggageman	.6189	.5586		100.26	3014.75 (d)	12.5325
Brakeman	.6159	.5558		99.78	3000.05 (e)	12.4725

SUNSET RAILWAY

	Mileage	Rate	Overtime		
	First 162 Miles	Over 162 Miles	Per Day	Per Month	Rate Per Hour
Conductor	\$.6723	\$.6018	\$108.92	\$3267.50	\$13.6150
Baggageman	.6189	.5586	100.26	3015.60	12.5325
Brakeman	.6159	.5558	99.78	3005.15(b)	12.4725

(See next Page)

ARTICLE 1

- (A) Compensates for 4,675 miles
- (B) Compensates for 4,941 miles
- (C) Compensates for 4,781 miles
- (D) Compensates for 4,751 miles
- (E) Compensates for 4,750 miles

Examples appearing in Schedule effective March 1, 1940 and Interpretations appearing in Schedule effective July 1, 1956 are omitted but the principle are preserved.

BASIC DAY

(b) One hundred and fifty (150) miles or less (straightaway or turnaround) shall constitute a day's work. Miles in excess of one hundred and fifty (150) will be paid for at the mileage rate provided.

(As amended by 1985 National Contract see below)

1991 SECTION 2 – Miles in Basis Day and Overtime Divisor

(What is Basic Day – Determination of when Overtime Begins)

(a) The miles encompassed in the basic day in through freight and through passenger service and the divisor used to determine when overtime begins will be changed as provided.

Effective Date of Change	Through Freight Service		Through Passenger	
	Miles in Basis Day	Overtime Divisor	Miles in Basis Day*	Overtime Divisor
January 1, 1995	130	16.25	195-130	26.0

** The higher mileage numbers apply to conductors and Brakemen and the lower mileage number apply to engineers and firemen.*

SECTION 2 (b) – Miles in Basic Day and Overtime Divisor

(Miles in Excess Of Basic Day)

(b) Mileage rates will be paid only for miles run in excess of the minimum number specified in (a) above.

ARTICLE 1

SECTION 2 (c) – Miles in Basic Day and Overtime Divisor.

(Number of Hours that must Lapse before Overtime Begins)

(c) The number of hours that must lapse before overtime begins on a trip in through freight or through passenger service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor. Thus after June 30, 1988, overtime will begin on a trip of 125 miles in through freight service after $125/13.5 = 9.26$ hours or 9 hours and 16 minutes. In through freight service, overtime will not be paid prior to the completion of 8 hours of service.

HELPER CONDUCTOR

(c) When helper conductor is used on passenger train he will be paid at the same rate as the regular conductor handling the train. On trips over 80 miles, helper conductors to be compensated in accordance with Article 1 (b), and payment for trips not exceeding 80 miles helper conductor to be compensated under Article 1 (f).

Helper conductor will be provided for trains originating at Los Angeles, San Diego, Richmond, and Bakersfield when it is anticipated that train will have in excess of 275 passengers. This will not prevent using helper conductors otherwise when needed.

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

In filling vacancies on passenger trains, for train conductors and helper conductors, both on the same train and called for the same time, the extra passenger conductor, first out, will fill train conductor's assignment, and extra passenger conductor, second out, will fill helper conductor assignment.

BEGINNING AND ENDING OF DAY

(d) In passenger service the working time will commence at the time required to report for duty and shall continue, after arrival of train at final terminal as a crew unit, until relieved of all responsibility in connection with assigned duties. Time off duty as shown by conductor in charge of crew, will govern time trainmen are released from duty.

One designated point shall be established in all terminals where passenger crew shall report for duty and at which point they shall go off duty. The point designated to go on and off duty shall be the same.

ARTICLE 1

The minimum allowance for passenger service shall be time and mileage computed from the designated point at initial terminal to the designated point at the final terminal, with a minimum of 150 miles, the exception being in extra unassigned passenger service when required to operate beyond the designated point at either the initial or final terminal, such additional time and mileage shall be added to the trip and mileage.

“Referring to claim of train crews for one hour arbitrary allowance account being placed on duty more than thirty minutes in advance of scheduled departure time at Los Angeles Union Passenger Terminal, which were first presented to Mr. Tisdale in General Chairman Young’s letter of July 18, 1946. General Chairman Chapman initiated similar claims in his letter of September 11, 1946 to Mr. Tisdale.

We discussed these claims in conference August 28 and September 2 and it was agreed that all claims on and after April 1, 1943 until the time we commenced paying same currently will be allowed and that any claims for occurrences prior to April 1, 1943 are “withdrawn”.

(From Understanding of September 15, 1947)

OVERTIME – Passenger runs

(e) Short turnaround passenger runs, no single trip of which exceeds (80) miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty in excess of eight (8) hours (computed on each run from the time required to report for duty to the end of that run) within nine (9) consecutive hours, computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one (1) hour. This rule applied regardless of mileage made.

For calculating overtime under this rule the Carrier may designate the initial trip.

When called for extra or unassigned service under this section, the call shall specify short turnaround service.

Under the operation of the 8-within-9 rule, where excessive overtime earnings accrue, or where the Carrier is penalized by limitation as to the number of trips which may be made in a day’s assignment, or where present rule is inequitable the Carrier and the committee shall enter into negotiations with a view of eliminating such inequities.

(f) On other passenger runs overtime shall be paid on a speed basis of twenty miles per hour computed continuously from the time required to report for duty until released at the end of last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service performed overtime shall not accrue until the expiration of seven hours and thirty minutes from time of first reporting for duty.

ARTICLE 1

(g) Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of not less than one-eighth (1/8) of the daily rate herein provided.

(h) Regularly assigned passenger employees who are ready for service the entire month and do not lay off of their own accord shall receive the monthly guarantee provided for in Section (a) of this article, exclusive of overtime, except that former higher monthly guarantees shall be preserved.

EXTRA SERVICE

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

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

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

(k) Reduction in crews or increases in mileage in passenger service from assignments in effect January 1, 1919, shall not be made for the purpose of offsetting these increases in wages, but nothing in this order is understood to prevent adjustment of runs in short turnaround and suburban service that are paid under minimum rules for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules, without reducing the number of crews. Such runs may be rearranged, extended, or have mileage changed by addition of new train service, separate pools or assignments may be segregated or divided, provided that crews are not taken off or reduced in number. Added mileage up to mileage equaling the mileage rate divided into the guaranteed daily rate does not change, take from or add to the minimum day" pay, and this added mileage is not to be construed as "increase in mileage" within the meaning of this article.

(l) For the purpose of avoiding payment of excess overtime on turn-around runs in passenger service when any part or leg thereof is over eighty (80) miles, the railroad will be privileged to rearrange runs, combine pools or set of runs, and may establish interdivisional runs excepting when this may be prohibited by provisions of existing agreements, such runs to be paid for in accordance with the mileage schedule of this order, but in no case less than the combination of trip rates in effect at this time.

ARTICLE 1

(m) Extra crews held at home terminal to protect extra passenger service will be allowed one day at passenger rate for each calendar day so held if no service performed. At other than home terminal they will be paid as per Article 43.

GUARANTEE

(n) When the monthly earnings of regularly assigned passenger employees from daily guarantees, mileage, overtime and other rules do not produce the following average amounts per day, they will be paid for each day service is performed:

	Per Day
Conductor -----	\$109.82
Baggageman -----	101.16
Brakeman -----	100.68

When extra men fill vacancies in regular positions, they take conditions of the regular position. Service performed by extra men not filling place of regular men will be paid not less than the daily minima for each day service performed.

(o) Crews will be assigned to all regular passenger runs when earnings from service necessary to perform will approximate the monthly guarantee. This will not prevent the company from running crews temporarily first-in first-out when trains are off schedule account washouts or other causes, but that assignments will be resumed when conditions are again normal. When initially necessary to pool runs at a terminal, crews will be given their turn out in accordance with their standing as per assignment and not on the basis of time of arrival.

(p) When necessary to operate a stub passenger train out of the initial terminal of regular crew's assignment ahead of delayed passenger train, but not in advance of timetable schedule of the regular train, to perform a portion of the work of the regular train, regularly assigned crews, if available at terminal, will be used on such stub passenger train.

When crew are assigned to first and second sections of passenger trains the crew assigned to first section will handle out of their initial terminal the first assigned section, regardless of consist. If an extra passenger train not handling any of the regular equipment of an assigned train is operated as a section of a scheduled train, such extra train or trains will be manned by extra trainmen.

Where crews are assigned to a passenger train and train is split and run in two (2) sections going through to terminal without diverging on a side trip, the regular assigned crew will be used on the first section containing part of the regular assigned equipment.

ARTICLE 1

SLEEPING CAR TRANSPORTATION

(q) (1) Railroad transportation presented on passenger trains, will be handled by conductor or helper conductor.

NOTE: The above will not prevent Pullman Company employees assigned the train or the helper conductor on their instructions or Train Auditors from auditing transportation on a train.

(q) (2) Effective with passenger trains leaving their initial terminal after 12:01 AM September 1, 1969, Train Conductors in charge of passenger trains, the consist of which includes sleeping car or cars (excluding official business car or cars), will report sleeping car passengers and their transportation (as well as rail transportation), and perform any other services in connection therewith by current instructions.

Train Conductor will be responsible for handling car transportation on the train in their charge and other services in connection therewith, however, it is understood that for the convenience and comfort of our passengers, Porters-in-charge may continue to receive, lift and pouch passenger transportation, which will be given to the Train Conductor; furthermore, such transportation may continue to be lifted and pouched, as now provided, before passengers board cars at selected terminals to enable passengers to proceed directly to their accommodations.

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

SPACE FOR CONDUCTOR

(r) On all passenger trains suitable space will be provided for conductor's office and the Carrier will maintain a complete supply of blank 812 reports on each train for use of conductors.

(s) When necessary, in passenger service, to go on duty at Union Station, Los Angeles, and on return trip go off duty at First Street, or vice versa, as full compensation, an arbitrary payment of one (1) hour's pay at passenger overtime rate will be allowed in such instances.

Where crew in extra passenger service, including movie special, go on and/or off duty at First Street, Los Angeles, a total arbitrary payment of one (1) hour's Pay at passenger overtime rate will be made in such instances.

ARTICLE 1

(t) Extra passenger crews in other than interdivisional passenger service, operating into and out of their away-from-home terminals, will be compensated on a continuous time basis when the interval of release at their away-from-home terminal is four (4) hours or less, calculated from the time of arrival to the time of departure. If the interval of release at their away-from-home terminal is more than four (4) hours, such crews will be compensated on the basis of not less than a minimum day in each direction. Extra passenger crews operating into and out of their away-from-home terminals under the provisions of this agreement will be run or deadheaded first-in first-out with respect to each other.

(u) Crew in assigned passenger service will not be required to make turnaround on Oakland District coupled with through run to or from Bakersfield, and crew will be assigned to handle through runs between Oakland and Bakersfield in each direction and paid on basis of actual miles run, Oakland to be considered as an outlying point with Richmond as home terminal. Further, during periods that crew is assigned to work between Oakland and Bakersfield it will, at times, be necessary for crew or one (1) member thereof, upon arrival at Oakland, to turn train and/or engine on wye before tying up, in which event the individual(s) so used will be paid therefor on actual minute basis at one-eighth (1/ 8) of the daily rate, with a minimum of twenty (20) minutes for such service, and this allowance will be made independent of the road trip.

Where only one (1) member of through crew is used to accompany engine when turning same on wye at Oakland other members of train crew will be relieved of responsibility in connection with such movements.

Where deadheaded Richmond to Oakland for passenger service, or where completed trip in passenger service and is being returned to Richmond deadhead, payment will be made on continuous time basis provided notified before arrival at Oakland that he is to be used out of that point on a continuous time basis in service or deadhead. If held on following date and then relieved by regular man, minimum day's pay will be allowed.

In extra passenger service turn around trip on Oakland District may be coupled with straightaway trip and crews run through Richmond on basis of continuous time or miles.

Trains consisting primarily of dead passenger equipment between Richmond and Oakland will be manned by a crew, or crews, assigned on short turnaround passenger basis to handle the major portion of such business and freight crews may be used to handle additional dead passenger equipment when regular short turnaround passenger crew is not on duty or available at that end of line.

ARTICLE 1
CONVERSION

(V) (1) The local freight conversion rule contained in Article 2(k) of the schedule does not apply to regular or extra passenger crews operating passenger trains, and the following will apply:

- (a) When regular or extra passenger crews, operating regular passenger trains, are required to pick up and/or setout cars at intermediate points in connection with their own train, handling only passenger equipment when performing such work, passenger rates and rules will apply for the entire trip.
- (b) If, in the process of making pickup and/or setout at intermediate points, it is necessary to move but not replace freight equipment on the same track, local rates, basic day and overtime rules will apply for the entire trip.
- (c) If, in the process of making pickup and/or setout at intermediate points, it is necessary to move and replace freight equipment on the same track, local freight rates, basic day and overtime will apply for the entire trip.
- (d) When regular or extra passenger crews operating passenger trains are required to load or unload revenue L.C.L. freight, or make setouts and/or pickups of cars at three (3) or more stations, local rates, basic day and overtime rules will apply for entire trip.
- (e) When regular or extra passenger crews operate passenger trains containing revenue L.C.L. freight, but which is not actually loaded or unloaded by members of the train crews, mixed train rates, basic day and overtime rules will apply for the entire trip.
- (f) Nothing in this paragraph, nor the changes in rates of pay provided for therein, shall operate to reclassify passenger trains for other purposes. In other words, regular or extra passenger trains affected by the provisions of this paragraph will continue to be manned and operated as passenger trains under passenger rules, excepting only as to the rates of pay, basic day and overtime rules.

ARTICLE 1

(v) (2) The following applies to passenger service:

- (a) Shipments, carload and otherwise, moving on revenue or deadhead express billing do not affect compensation of passenger crews.
- (b) Shipments moving on revenue freight billing and astray revenue freight shipments moving on deadhead billing will pay mixed rates, unless such shipments are loaded or unloaded by member of passenger train crew, in which event local rates or mixed rates, whichever is greater, will be paid.
- (c) Company material moving in car lots will pay mixed rates.
- (d) Company material moving as baggage in less than car lots will pay passenger rates unless loaded or unloaded by member of passenger train crew, in which event local rates will apply.
- (e) Supplies for dinning cars and/or eating houses operated by or for the company, and supplies for independent contractors providing meals or supplies for Company Employees shall be considered Company material for the purpose of these principles, whether owned by the Company or otherwise.
- (f) Basic day and overtime rules applicable to the rates paid shall apply under these principles, but such payment shall not change the classification of the trains as passenger nor affect other rules in the schedule.

EXTRA TRAINS

(w) (1) Extra crews operating extra or unassigned trains will be allowed through freight rates under basic day and overtime rules applicable to through freight service. Extra or unassigned passenger trains under this paragraph will be manned and operated as passenger trains under passenger rules, excepting only as to rates of pay, basic day and overtime rules.

(w) (2) Under the rules extra passenger employees are entitled to handle extra passenger trains, and pool crews as a unit will not be used in extra passenger service when extra passenger employees are available.

ARTICLE 1

(w) (3) When extra passenger employees are not available, pool freight crews may be used as a unit to handle extra passenger trains and, when so used, with or without cabooses, will be paid through freight rates under through freight rules.

(x) A member of passenger crew required to handle or assist in handling baggage, mail, parcel post, or express shipments from train and place in station storage room or vice versa, or to assist in loading from or to trucks, will be paid an arbitrary allowance of 0.0660 (brakemen), 0.0623 (conductors), cents per mile, with a minimum allowance of \$15.95 (brakemen), \$15.73 (conductors), when mileage of trip will not produce that amount. However, this rule will not apply if only required to move truck to or from car door.

(y) Suitable seating accommodations will be provided for passenger service trainmen while on duty or deadheading in either regular or extra service.

(z) (1) Extra passenger trains operating wholly on Los Angeles Division South of Barstow will be manned by Los Angeles extra passenger crews who may be tied up at Barstow.

(z) (2) Extra passenger trains operating wholly between Needles-Parker and Barstow will be manned by Needles extra passenger crews who may be tied up at Barstow.

(z) (3) Extra passenger trains originating on the Valley Division North of Barstow, destined to any point on the Los Angeles Division South of Barstow and, extra passenger trains originating South of Barstow and destined to a point on the Valley Division North of Barstow, will be handled by Bakersfield extra passenger crews between Barstow and Bakersfield and Los Angeles extra passenger crews South of Barstow, who may be tied up at Barstow.

(z) (4) Extra passenger trains originating East of Barstow and destined to Los Angeles or intermediate points on the First, Second or Third Districts of the Los Angeles Division, and extra passenger trains originating at Los Angeles or at intermediate points on the First, Second or Third Districts of the Los Angeles Division and destined to points East of Barstow, will be manned by interseniority district extra passenger crews on the agreed percentage basis, which crews shall not be tied up at any points other than Los Angeles, Needles or Parker, excepting under conditions in Article 7 and 44 of the Schedule.

(z) (5) When extra passenger crews are tied up at Barstow, as outlined in Paragraph (1), (2) and (3) of this Article 1 (z), their pay ceases and they become subject to terminal rules, it being understood that extra passenger crews in interseniority district service shall operate into and out of Barstow independently of extra passenger crews in district service.

ARTICLE 1

(z) (6) When westbound extra passenger trains are consolidated at Barstow, which are handled into Barstow exclusively with Needles extra passenger crews, the extra passenger crews arriving at Barstow on last train to be included in the consolidation will handle the consolidation extra train South of Barstow and the extra passenger crew or crews, arriving at Barstow in advance, will cut out at Barstow.

(aa) Passenger Uniforms

(aa) (1) The Company shall prescribe the standard uniform necessary to be worn by conductors and brakemen when on duty in passenger service and the Division Superintendent shall be the judge of when uniforms are unfit for service and shall be replaced.

(aa) (2) Conductors and brakemen assigned to regular passenger service or used to protect relief and/or extra passenger service will equip themselves with standard uniforms. Not less than the minimum number of extra brakemen agreed to by the Superintendent and the Local Chairman of the Trainmen's Committee as necessary to protect relief and extra passenger service will provide themselves with uniforms and such additional extra brakemen as desire to participate in relief and extra passenger work will so indicate to the Superintendent and will also equip themselves with uniform. The agreed minimum of extra brakemen plus the additional extra brakemen desiring to participate in extra and relief passenger work as above referred to and are equipped with uniforms will protect relief and extra passenger service in their turn from the extra board. Extra brakemen not so assigned to protect relief and extra passenger work are not eligible for service where uniform is required and will have no claim for payment when uniformed men are called ahead of them for such service.

(aa) (2) (a) Applicable to Los Angeles Brakemen's Extra Board only.

- (1) Trainmen, who have to exceed 90 day's, service voluntarily taking the Los Angeles Brakemen's Extra Board by displacement or request will be required to have a passenger uniform before marking up on the board and will be held off the board until such time as a passenger uniform is secured and placed in service. Such trainmen may be used in freight service only if the Los Angeles Brakemen's Extra Board is exhausted.
- (2) Trainmen, with to exceed 90 day's service, forced to the Los Angeles Brakemen's Extra Board through force reduction at other boards must show evidence of having a uniform on order before permitted to mark up on the board and if stand for passenger service will be run around for passenger service

(See Next Page)

ARTICLE 1

and dropped to the foot of the board each time they stand to be called for passenger service until uniform is placed in service.

- (3) An extra brakeman may take passenger uniform out of service for a period not exceeding 24 hours on arrival at home terminal, but not more often than once each 30 days.

(From Agreement dated August 5, 1970)

SANTA FE PASSENGER UNIFORMS

(AA) (3) Uniforms shall consist for the present of the following:

- (1) Cap, coat, vest and trousers.
- (2) Uniform buttons, badge and insignia.
- (3) White shirt, black four-in-one tie and black shoes.

(aa) (4) For new uniforms accrued subsequent to date of this agreement the company will participate to the extent of assuming one-half the cost at contract clothier's price of new serge coat, vest and trousers (two pairs if desired) and employees will assume and pay the balance of such cost. When it becomes necessary for an employee subject to this agreement to procure a new uniform suit, an order therefor will be obtained from his Superintendent.

(aa) (5) The Company will furnish, free of charge, cap, insignia and buttons for uniforms, also badges for cap, but the badges must be returned or paid for when employees leave the service of the company.

(aa) (6) Employees will provide at their entire expense and wear with uniforms white shirt, black four-in-one tie and black shoes.

(aa) (7) Employees will, at their own expense, keep uniforms properly repaired, cleaned and pressed at all times and will wear uniform while on duty in passenger service or deadheading in connection therewith. Uniform suit will not be used for other occasions when it can be avoided.

(aa) (8) Employees may secure uniform suit on cash basis or through contract clothier on payroll deduction plan comprising not to exceed three equal payments. When uniform suit is secured on cash basis or from a clothier other than contract clothier and the employee presents receipt as to payment therefor to the Division Superintendent, refund will be made by voucher but for not to exceed fifty per cent of the cost or fifty per cent of what the cost would have been if uniform secured through designated clothier, whichever

(See next Page)

RTICLE 1

is less. When a new uniform is required and employee desires to secure same on payroll deduction basis, he will secure from trainmaster the necessary order after signing payroll deduction authorization and the Company will deduct fifty per cent of the cost of the uniform so purchased from employee's pay check.

(aa) (9) When ordering uniform, a complete new suit will be purchased, i.e., the coat, vest and trousers (two pairs if desired) on each such occasion for the reason it is undesirable to wear a new uniform coat with an old vest and trousers or vice versa.

(aa) (10) If as result of carelessness on the part of an employee his uniform or any part thereof is damaged, destroyed, lost or stolen, such employee will repair the damage or replace the uniform at his own expense.

(aa) (11) If within ninety days after uniform has been secured and for which the Railway Company has made refund of one-half cost, an employee who receives such refund voluntarily leaves the service of the company or removes himself from the uniform class, then the entire amount of such refund shall be recollected from such an employee.

(aa) (12) Bakersfield and Needles brakemen who have accumulated service of sixty (60) days, either consecutively or in the aggregate must have equipped themselves with a passenger uniform in order to be available for passenger service on the completion of the sixty days.

AMTRAK PASSENGER UNIFORMS

(aa) (13) The prescribed uniforms will consist of the following items and at the time the program implementation, employees regularly assigned in passenger service will receive uniform items in the number specified, at Amtrak expense:

No.	Item
----	-----
2	Navy suit jackets
2	Navy suit trousers
1	Navy cap
4	Shirts (2 navy/white and 2 red/white stripe)
2	Ties (1 navy, 1 red)
1	Belt
1	Change/Ticket pouch
1	Punch holder with the employee furnishing, at his own expense, black shoes and dark socks.

ARTICLE 1

(aa) (14) Employees who protect passenger service, either extra and/or short vacancies, will be allowed to continue wearing their Santa Fe uniform until it needs replacement, at which time the uniform suit pants and suit coats will be replaced on a 50-50 basis between Amtrak and the employee.

(aa) (15) Initial uniforms (suit pants and suit coats) and replacements after uniform program has been implemented will be borne equally between Amtrak and the employee.

(aa) (16) Authorized Santa Fe uniform buttons will be provided at Amtrak Expense. Change/Ticket pouch and leather belt will be replaced at Amtrak expense. Uniform hats will be replaced at Amtrak expense, not to exceed two (2) each 12 months. Amtrak has the option of replacing only cloth cover on uniform hats.

(aa) (17) All uniform items, excluding shoes and socks, must be ordered from clothier designated by Amtrak.

(aa) (18) Effective May 1, 1974, a Conductor (trainman) who makes application either by bidding or bumping for a permanent vacancy in Amtrak passenger service will be required to either have in his possession an Amtrak uniform or produce an application (requisition) for such a uniform.

(aa) (19) Failing to have either an Amtrak uniform or an application for an Amtrak uniform will preclude the Conductor (trainman) being assigned and his application either bid or bump for vacancy will be null and void.

(aa) (20) Conductor (trainman) who does not have an Amtrak uniform in his possession, but who has an application (requisition) for such uniform, will be permitted to and must wear his railroad uniform until receipt of the Amtrak uniform.

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

(aa) (21) Conductor (trainman) having an Amtrak uniform or upon receipt of same, who make application, either by bumping or bidding, and are assigned to permanent vacancy in Amtrak passenger service must wear their Amtrak uniform while in that service.

(aa) (22) On and after the effective date of this agreement, a Conductor (trainman) who is permanently assigned to a vacancy in Amtrak passenger service will be provided one free uniform at Amtrak expense, providing such employee has not previously obtained an Amtrak uniform.

ARTICLE 1

(aa) (23) Any Conductor (trainman) who receives a free uniform under the provision of Section 22 hereof, will be prohibited from wearing any existing railroad uniform while in Amtrak passenger service.

(aa) (24) Any Conductor (trainman) force assigned to a permanent vacancy in Amtrak passenger service must, upon assignment, make application (requisition) for an Amtrak uniform.

(From Memorandum of Agreement of June 8, 1972 as amended by Agreement of April 15, 1974)

(bb) Baggage service rules:

(bb) (1) When checked baggage is loaded or unloaded enroute between terminals of a Passenger Trainman assignment, a Baggage man from the ranks of Trainmen will be assigned under schedule rules.

Baggagemen when assigned may also handle U.S. Mail, express or other similar type shipments, railroad mail and other items of railroad property.

(bb) (2) Trainmen assigned to regular baggage service or used to protect relief and/or extra baggage service must qualify for such service. Not less than the minimum number of extra trainmen's as agreed to by the Superintendent and the Local Chairman of the Trainmen's Committee as necessary to protect relief and extra baggage service will qualify.

The number of extra trainmen who must qualify to protect extra baggage service will be determined by the Superintendent and the Local Chairmen.

(bb) (3) (a) Vacancies or new assignments in baggage service shall be advertised in line with Article 17(n) of this agreement and the senior qualified trainman making application thereof shall be assigned. Trainmen not qualified shall be given an opportunity to qualify for this service at no expense to the carrier.

(bb) (3) (b) A successful applicant for train baggagemen's assignments shall be required to remain in such service for a period of at least 2 months. He must simultaneously either on his bid or in a separate memorandum, waive his rights to work in another grade of service in accordance with paragraph (e) of Article 20 before his bid will be accepted. When a train baggageman places a bid for emergency class of conductors, he will be considered as bidding in a higher grade of service and his train baggageman's assignment will be considered vacant and advertised for bids.

(bb) (3) (c) Each employee who bids in or displaces on a baggage assignment must complete 2 months' actual service, either continuous or in the aggregate, before he is permitted to return to other service as a trainman.

ARTICLE 1

(bb) (3) (d) Should a employee take a train baggageman's assignment and subsequently bids in a higher grade of service prior to completing the 2 months' time in train baggage service, he will, upon attempting to return to return to service as a brakeman, be required to return to baggage service if he can hold an assignment as such and complete the full 2 months' period before being permitted to take any other assignment as a brakeman.

(bb) (3) (e) If before the 2 months are up he reverts into the Trainmen ranks he must return to baggage service if it is possible for him to do so. If he is unable to revert to baggage service due to lack of seniority he is relieved of this obligation.

(bb) (3) (f) If before the 2 months are up he is displaced from baggage service and cannot then hold a baggage assignment out of his terminal then he is relieved of the 2 months' obligation. By this we mean he does not have to revert to baggage service if subsequently, and prior to end of 2 months, a vacancy develops in that service.

(bb)* (4) (a) All extra trainmen who have made student trips and/or worked baggage on this property will be considered as qualified train baggagemen.

(bb)* (4) (b) Those outlined in paragraph (a) will be called from the extra board in their respective order on the board, one with the other, for any unassigned baggage service. Appropriate crew records will reflect such trainmen.

(bb)* (4) (c) Any trainman not qualified desiring to do so may qualify by making one student trip with a qualified Train-Baggageman and securing approval from him and the Trainmaster. On assignments working into or out of Los Angeles, trainmen will contact appropriate supervisor for additional instructions.

(bb)* (4) (d) Extra trainmen runaround because of not being qualified for baggage service will not be entitled to any penalty account not so used.

(bb)* (4) (e) In the event there are no experienced baggagemen available on the extra board, the first out trainmen will be used.

(bb) (5) (a) In the event vacancy exists for a passenger brakeman and a train baggageman on the same assignment the first out qualified trainman will be called for baggageman after which passenger vacancy will be filled.

(bb) (5) (b) Temporary vacancies (including vacation vacancies) for train-baggagemen will be filled by the senior qualified extra trainman on the board which protects the run making application for the run and will remain thereon until displaced by the regular man or some senior qualified extra trainman. Should said senior extra man who has made application for and been placed on the run in turn lay off, the run will be open to the senior qualified trainman making application for same.

(See next Page)

ARTICLE 1

In the event no qualified trainmen makes application for train-baggage man vacancy in line with above paragraph, the first out qualified on the extra board will be used and remain thereon until displaced by some senior qualified extra trainman making application for the run, by return of the regular assigned train- baggage man, or by vacancy being filled under Article 17 (q).

An extra trainman is protecting a train- baggage man's vacancy under the above paragraph and bids in a vacancy in line with his seniority will be relieved and placed on his new assignment, after which the train- baggage man's vacancy will be again protected in line with the preceding paragraph.

(bb) (5) (c) Where a trainman does not have the right to work a full 2 months in baggage service under the provisions of Article 1 (bb) (3) (b), he will not be permitted to bid in or displace on a train- baggage man's assignment.

(bb)* (6) In the event no qualified trainman makes application for train-baggage man vacancy on Train Nos. 4 and 3, the first-out qualified trainman on the extra board will be used, and will have the option of being released after the completion of round trip and return to Extra Board or he may elect to remain on the vacancy until displaced by some senior qualified extra trainman making application for the run, by return of the regular assigned train- baggage man, or by the vacancy being filled under Article 17 (q).

(From Letter Agreement of August 13, 1977)

(bb) (7) Rates for handling Express, U.S. Mail and/or both.

	Mileage Rate		Per Day	Per Month	Overtime
	First 162 Miles	Over 162 Miles			Rate Per Hour
Baggage man Handling Express	.6210	.5609	\$100.60	-----	12.5750
Baggage man Handling U.S. Mail	(A).6217	.5617	100.72	-----	12.5900
Baggage man Handling Express & U.S. Mail	(B).6238	.5639	101.06	-----	12.6325

(A) Baggage man handling U.S. Mail of prescribed volume.

(B) Baggage man handling U.S. Mail of prescribed volume and Express.

(bb)* (8) From understanding of October 1, 1964, concerning qualification as train-baggage man application to Brakemen on Los Angeles Extra Board.

ARTICLE 1

(bb)* (8) (a) All extra board brakeman who have not qualified as train-baggage men will be given 5 days in which to qualify as train- baggage men, with failure to do so subjecting them to being held out of service as brakemen until such time as they do qualify.

(bb)* (8) (b) Any employee going on the brakeman's extra board not previously qualified as a train- baggage man (whether coming from the conductors' board, from a regular brakeman's assignment, from other locations, from yardmen's board, or from leave of absence) will be given 5 days in which to qualify as a train-baggage man, with failure to do so subjecting him to being held out of service until such time as he does qualify.

(bb)* (8) (c) Any employee served notice to qualify as train-baggage man, but who bids off or transfers off the brakemen's extra board and does not qualify in the original 5 days period, will be held off the brakemen's extra board until such time as he does qualify.

(bb)* (8) (d) The junior brakeman on the extra board will be forced assigned to fill a train-baggage man vacancy where no bids received. If he has not qualified as a train-baggage man, he will be held off the board until such time as he does qualify.

(See Section (bb) (6))

ARTICLE 2

FREIGHT SERVICE THROUGH,
IRREGULAR AND CIRCUS TRAIN SERVICE RATES OF PAY

(a) Albuquerque and former Arizona Divisions (See Basic Day)

Mileage Rate			
First	Over		
108 Miles	108 Miles	Per Day	
Cents	Cents		
Conductor.....	1.0051	0.9001	\$108.55
Brakeman.....	0.9465	0.8531	102.14

Between Mojave and Bakersfield: (See Basic Day)

Mileage Rate			
First	Over		
108 Miles	108 Miles	Per Day	
Cents	Cents		
Conductor.....	1.0334	0.9257	\$111.61
Brakeman.....	0.9749	0.8795	105.29

NOTE: No change to be made in the present basis or rate of pay for all miles made on territory outside of that between Mojave and Bakersfield.

All overtime earned on any trip between Barstow and Bakersfield, whether in whole or in part on the territory between Mojave and Bakersfield, the overtime rate will be three-sixteenths of \$61.68 for conductors and \$57.01 for brakeman for the entire trip; no change to be made in the present method of payment for overtime on trips exclusively between Barstow and Mojave.

The higher rate named will not apply for any short service performed between Kern Junction and Bakersfield, the dividing point being at a point one-half mile east of junction switch at Kern Junction.

SUNSET RAILWAY (See Basic Day)

Mileage Rate			
First		Over	
108 Miles	108 Miles	Per Day	
Cents	Cents		
Conductor.....	1.0114	0.9060	\$109.23
Brakeman.....	0.9504	0.8577	102.64

LOS ANGELES DIVISION OF BARSTOW (See Basic Day)

Mileage Rate			
First	Over		
108 Miles	108 Miles		Per Day
Cents	Cents		
Conductor.....	0.9992	0.8946	\$107.91
Brakeman.....	0.9403	0.8320	101.55

VALLEY DIVISION NORTH OF BAKERSFIELD (See Basic Day)

Mileage Rate			
First	Over		
108 Miles	108 Miles		Per Day
Cents	Cents		
Conductor.....	0.9890	0.8859	\$106.81
Brakeman.....	0.9224	0.8320	99.62

(b) Article I(a) of National Agreement of May 26,1955, reads as follows:

ARTICLE 1

(a) Road Freight Conductors and Trainmen

Effective June 16, 1955, the basic daily rates for conductor, and brakemen and flagmen in road freight service receiving road rates of pay shall be increased as follows:

“BASIS OF PAY

Maximum number of cars (including caboose) hauled in train in road movement at any one time on road trip anywhere between initial starting point and point of final release	Amounts to be added to the Basic Daily road Freight Rates...Conductors, Brakemen and Flagmen
---	---

Less than 81 cars	\$.35
81 to 105 cars	1.00
106 to 125 cars	1.40
126 to 145 cars	1.65
146 to 165 cars	1.75 (Add 20 cents for each additional block of 20 cars or portion thereof. <u>(See next page.)</u>)

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

(As amended by National Agreements of 1968)

(See Appendix I)

(Note above does not have application on the districts between Winslow and Seligman and Seligman and Needles in either direction with respect to trains which exceed 2900 tons when hauled by two (2) or more locomotives.)

BASIC DAY

(c) One hundred miles or less, eight (8) 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.

(d) On runs of 100 miles or less, overtime will begin at the expiration of eight (8) hours; on runs of over 100 miles overtime will begin when time on duty exceeds the miles run divided by 12 ½ . Overtime shall be paid for on the minute basis at a rate per hour of 3/16ths of the daily rate.

(As Amended by 1985 National Contract)

1985 - ARTICLE IV - PAY RULES

SECTION 1(a) & (b) - Mileage Rates

(a) Mileage rates of pay for miles run in excess of the number of miles comprising a basic day (presently 100 miles in freight service and 100 miles for engine crews and 150 miles for train crews in through passenger service) will not be subject to general, cost-of-living, or other forms of wage increases.

(b) Mileage rates of pay, as defined above, applicable to interdivisional, interseniority districts, intradivisional and/or intraseniority district service runs now existing or to be established in the future shall not exceed the applicable rates as of October 31, 1985. Such rates shall be exempted from wage increases as provided in Section 1(a) of this Article. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision. *(See next Page)*

(a) Passenger service and 100 miles for engine crews and 150 miles for train crews in through passenger service will not be subject to general, cost-of-living, or other forms of wage increases. (b) Mileage rates of pay, as defined above, applicable to interdivisional, interseniority districts, intradivisional and/or intraseniority district service runs now existing or to be established in the future shall not exceed the applicable rates as of October 31, 1985. Such rates shall be exempted from wage increases as provided in Section 1(a) of this Article. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

1991 SECTION 2 - Miles in Basic Day and overtime Divisor
 (What is Basic Day - Determination of when Overtime Begins)

(a) The miles encompassed in the basic day in through freight and through passenger service and the divisor used to determine when overtime begins will be changed as provided.

Effective Date of Change	Through Freight Service		Through Passenger Service	
	Miles in Basic Day	Overtime Divisor	Miles in Basic Day*	Overtime Divisor
July 29, 1991	114	14.25	171-114	22.8
January 1, 1992	118	14.75	177-118	23.6
January 1, 1993	122	15.25	183-122	24.4
January 1, 1994	126	15.75	189-126	25.2
January 1, 1995	130	16.25	195-130	26.0

* The higher mileage numbers apply to conductors and brakemen and the lower mileage number apply to engineers and firemen.

(b) Mileage rates will be paid only for miles run in excess of the minimum number specified in (a) above.

(c) The number of hours that must lapse before overtime begins on a trip in through freight or through passenger service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor. Thus, after June 30, 1988, overtime will begin on a trip of 125 miles in through freight service after $125/13.5 = 9.26$ hours or 9 hours and 16 minutes. In through freight service, overtime will not be paid prior to the completion of 8 hours of service.

(e) When constructive mileage is allowed same to be employed in computing overtime.

Constructive mileage will be allowed in freight service as follows:
 In Both Directions

Between Winslow and Williams	100 miles	Between Winslow and Ash Fork	129 miles
**Between Winslow and Seligman	159 miles	Between Williams and Ash Fork	29 miles
Between Seligman and Ash Fork	30 miles	Between Seligman and Williams	59 miles
**Between Seligman and Needles	153 miles	Between Bakersfield and Tehachapi	53 miles

Between Needles and Barstow E.B.	170 miles	Between Tehachapi Wye and Mojave	24 miles
	W.B. 172 miles	Between Barstow and Mojave	69 miles
Between San Bernardino and Barstow	100 miles		

** The provision of Article 2(e) of the Conductors' and Trainmen's Schedule and Article 31 of the Firemen's Schedule will not be applicable to this interdivisional service in lieu thereof, employees in this service will be allowed the following for each trip between Winslow and Needles:

Fireman	\$20.09
Conductor	19.78
Brakeman	18.63

This allowance will not be subject to future wage increases and/or cost-of-living allowance and will only be applicable to those employees with a seniority date in train or engine service prior to the effective date of this Agreement.

(f) On any district, the mileage of which is less than 100 miles, for which 100 constructive miles is allowed, intermediate doubles may be made, mileage of which added to the actual miles would bring the total mileage made above 100 miles actual miles will be allowed.

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

(See Question and Decision on next page)

Question 104: Must the crew actually leave the terminal before expiration of eight (8) hours?

Decision: No, but crews should not ordinarily be required to begin work on the second or succeeding trip when it is apparent that the departure from the terminal will be delayed beyond eight (8) hours from going on duty on initial trip.

NOTE: Crew used in short turnaround service under the above and held at terminal for an additional turnaround trip and crew is not used for additional trip and is released, will hold turn as per their arriving time at terminal with respect other crews that arrived at terminal behind them. It is understood that the crew that made short turnaround trip will not be compensated under the terms of the runaround rule if crew arriving behind them are used between the time of their arrival and the time relieved.

(b) When called for service under this clause the number of trips need not be specified, but the call should specify turnaround service.

SHORT TURN-AROUND SERVICE

(i) Crews used in short turnaround service may be used in either or both directions out of the initial terminal, in territory where it is permissible to use them for other than short turnaround trips. Short turnaround trips may not be connected with straightaway trips and be paid continuous trip basis.

(j) On the Los Angeles Division trips in through and irregular freight service other than those described in paragraph (g) a new day will begin when the time of actual departure from Los Angeles is eight (8) hours or more from the time of going on duty on the initial service.

LOCAL FREIGHT CONVERSION

(k)(1) In freight or mixed service, regular or irregular, assigned or unassigned, crew shall be paid local freight rates on trips when required to load or unload L.C.L. shipments, except that on mixed runs where mixed rate is higher than local, such higher rates will be paid.

(k)(2) Crews in work train service required to load or unload commercial L.C.L. freight, such as in normally handled by locals, local rate shall apply if higher than work train rates.

(k)(3) Crews doing station switching shall be paid not less than local freight rates.

(k)(4) Crews consuming 1 hour and 45 minutes or more picking and/setting out cars and required to pick up and/or set out at three (3) or more stations shall be paid not less than local freight rates, such time to be accumulative and computed from time the work is begun until completed and train coupled together.

NOTE: Picking up or setting out cars and/or terminal switching at terminals where crews are paid for initial and/or final terminal switching as an arbitrary will not be considered in applying this rule.

(k)(5) The setting out of an inbound train and picking up of an outbound train at the turning point of a turnaround trip constitutes a setout and a pickup.

INTERPRETATION: Train arrives at a station with cars to set out. The fact that such cars may be in two or more places in the train on arrival is not to be considered as station switching. Of course, the time setting them out would come under the 1 hour 45 minutes rule but would not be considered station switching simply because the cars to be set out were in more than one place in the train. It is understood that if a crew having no cars to pick up or set out is required to take its engine and move or spot cars already at such station such work shall be considered station switching.

EXAMPLES AGREED TO FOR PAYMENT UNDER ARTICLE 2(K)

Example 1: Train arrives at station with one or more cars to set out, say on No. 2. They find a car spotted on track No. 2 which agent instructs them to shove back to the lower end of track No. 2, then pull ahead and spot the car they are to set out at a certain point on track No. 2, which is done. This is not station switching, it being a straight shove, but would come under paragraph four (4).

Example 2: Crew having one or more cars to set out, say at the house, finds a number of cars on the house track which they are required to shove back, then cut a crossing and pull ahead in order to spot the car to be set out. This is not station switching, but would come under paragraph four (4).

Example 3: Crew has one or more cars to set out, say at the house. In order to set car or cars at the house it is necessary to place same behind cars already on house track or pull one or more cars off the house track and place on some other track. This is station switching under paragraph three (3) inasmuch as it is necessary to make a switch in order to put their car or cars to the house.

Example 4: Crew has one or more cars to pick up. Car to pick up is behind one or more cars. In order to pick up it is necessary to make switch and whether the car which were standing ahead of the car or pick up are spotted back where they were placed on another track the move would be considered station switching under paragraph three (3).

Example 5: Crew instructed to pick up or set out a number of water cars and in doing so required to spot and fill some cars. The time required to fill the cars would be considered in connection with the 1 hour 45 minutes time limit necessary to convert train into local under paragraph four (4).

Example 6: Crew or crews originating or terminating at an outlying point are required to make up or break up their own train and in doing so required to make switch, the paragraph three (3) shall apply.

Example 7: Crew or crews originating or terminating at an outlying point are required to make up or break up their own train and in doing so no switch is made, the time consumed in making up or breaking up train will be figured in computing the 1 hour 45 minutes as shown in paragraph four (4).

Example 8: Crew arriving at one of the terminals named in Switching Rule (*Appendix A*) required to do station switching while on overtime, as provided for in said switching rule, will be considered as having performed station switching as provided for in paragraph three (3).

(l) Solid trains of silk in baggage or express cars will be handled by through freight employees, by districts, and paid on through freight basis.

(m) Crew members will not be required to manipulate ventilators at terminals.

(n) Unassigned Harbor District work will be protected by Los Angeles extra employees, when available in lieu of San Bernardino pool crews.

(o) Road mileage is calculated from depot to depot, except on trains originating in River Yard at Belen and 22nd Street Yard at San Diego; the road mileage will be calculated to or from the center of those yards.

INTERDIVISIONAL SERVICE
(From Agreement of June 9, 1972, as amended
effective March 1, 1973)

Section I.

Pursuant to Article XII of the National Agreement dated January 27, 1972, with the United Transportation Union, it is agreed that The Atchison, Topeka and Santa Fe Railway Company coast Lines will establish intradivisional service pool freight crews as set forth below.

(a) Intradivisional service will operate from terminal of Richmond, California, to the terminal of Calwa, California and the reverse.

(b) Richmond and Calwa, California, will continue to be the home terminals for the Second District freight crews, Pool freight crews will operate through the terminal of Riverbank..

(c) Richmond crews upon arrival at Calwa will be called for service subject to their availability under the Hours of Service law ahead of Calwa crews; however, not more than two (2) Richmond crews will be worked out of Calwa before using a Calwa crew. The same principle shall apply at Richmond. Mileage will be equalized between the sides of the district weekly.

Section I, paragraph (c) of the Intradivisional Agreement of June 10, 1972, modified as follows, effective March 1, 1973:

The present pertinent language reads as follows:

“Mileage will be equalized between the sides of the District weekly.”

The application of the above sentence will be changed, and effective March 1, 1973, the mileage will be equalized between the sides of the District on the 10th, 20th, 30th of each month, the month of February being compensated for. At the expiration of each 10-day period mileage will be equalized between the sides of the District, i.e., Calwa and Richmond, so that there will be a variance of no more than two (2) one-way trips. The one or two one-way trip variance will be added to the next 10-day period as a factor in determining proper equalization for the following 10-day period.

(See next Page)

The parties also agree to permit the Carrier to deadhead home terminal crews to their terminal, out of sequence, without regard to the two-to-one ratio, provided that this strategic deadheading is for the express purpose of equalizing mileage between the sides of the District. Under these circumstances the crew involved will be advised on call that they are being strategically deadheaded for mileage equalization purposes to avoid an unnecessary controversy.

(d) All crews at their away-from-terminal after eighteen (18) hours off duty will either work subject to Paragraph (c) or deadhead on or before (commercial transportation) the first intradivisional train.

(e) In respect to deadhead crews at their away-from-home terminal, it is agreed that crews can be deadheaded out of turn with respect to home terminal crews, when excess crews are at their away-from-home terminal.

(f) All deadheading will be paid for by the Carrier. Deadheads will be counted as turns. It is understood Richmond and Calwa crews will not be worked out of turn except as outlined above.

(g) Crews, except as provided in Paragraph (d) above, will be deadheaded on the faster through freight trains or commercial transportation, i.e., passenger trains, buses, taxis, etc.

(h) Employees in intradivisional service who are ordered to appear at investigations at other than their home terminal will be paid deadhead mileage.

Section II.

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

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

(b) At away-from-home terminals the Carrier will provide suitable lodging or an allowance in lieu thereof as required in the current Lodging Agreements. Commencing on the effective date of this Agreement, Carrier will furnish suitable lodging to all employees here involved and continuing until July 1, 1972. Subsequently thereto each employee will have the choice of being furnished suitable lodging or an allowance in lieu thereof, as required in the current Lodging Agreements, such choice to be made in writing not later than ten (10) days prior to July 1, 1972, and subject to change only on ten (10) days' written notice prior to December 1 and June 1 of each year thereafter.

(c) At Richmond and Calwa if the distance between point of going on or off duty and the point nearest available change off point is in excess of 1/4 mile, transportation will be furnished.

(d) All crews who are entitled to transportation will be furnished transportation promptly, but no later than twenty (20) minutes after their tie up time, or the crew will be permitted to use commercial transportation and be reimbursed for same by the Carrier. The twenty (20) minute period provided for above will apply to the pick-up time of the first train crew member, however in no event will the

last member of the train crew be picked up later than thirty (30) minutes after his tie up or he will be permitted to use other commercial transportation.

NOTE: For the territory between Richmond and Calwa the mileage question (mileage to make up the 100 mile basic day between terminals) will be submitted to arbitration for decision. If the employees prevail, the mileage in dispute will be allowed by the Carrier to each employee affected retroactive to the date that the new intradivisional runs commenced, April 7, 1972.

Section III.

(a) Intradivisional Crews under this Agreement will not trade off trains between their initial and final terminals.

(b) In intradivisional service covered by this Agreement, crews will receive overtime rate after being on duty ten (10) hours in addition to mileage run.

(c) All other services of the home terminals will be protected by the respective extra boards with the exception of regular assignments between Calwa and Riverbank and Richmond.

Section IV.

(a) Each member of the crew will be allowed a \$2.75 meal allowance after four (4) hours at the away-from-home terminals and another \$2.75 allowance after being held an additional eight (8) hours until changed by later agreement.

(As revised by National Agreement of 8-25-78.)

(b) In order to expedite the movement of these intradivisional runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews are not permitted to stop to eat, members of such crew shall be paid an allowance of \$1.50 for the trip. **(See next Page)**

Notwithstanding the above, crews who are required to make setouts and/or pickups at more than three (3) locations, exclusive of setting out bad order cars from their train, will be permitted to eat with notification to the dispatcher. In the event these crews do not eat they will be allowed the \$1.50 allowance provided above.

Section V.

Nothing herein contained shall be construed as modifying or amending any of the provisions of the Schedule Agreements between the Carrier and the UTU except as specifically provided herein.

Section VI.

This Agreement shall become effective 12:01 AM, June 10, 1972, and remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

SAN BERNARDINO RUN THROUGH AGREEMENT

AGREEMENT

between
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
and its employees represented by the
UNITED TRANSPORTATION UNION
(Conductor's, Trainmen and Yard men's Committee)

IT IS AGREED:

Pursuant to Article IX, UTU National Agreement of October 31, 1985, The Atchison, Topeka and Santa Fe Railway Company may establish interdivisional (ID) service for pool freight crews as set forth below:

TERMINALS

Interdivisional pool freight crews will operate between the terminals of Los Angeles and Barstow, and between Barstow and San Diego, California. Los Angeles will be the home terminal and Barstow and San Diego will be the away-from-home terminals for the interdivisional pools. Pool freight crews in interdivisional service will work first-in, first-out, will only protect ID run, and will not be used in turnaround service except as provided herein. San Bernardino will be eliminated as a terminal for pool freight crews.

LAYING OFF

Conductors and brakemen in interdivisional service will lay off at home terminal, except in case of emergency, such as illness or injury, and will report at home terminal only.

HELD-AWAY-FROM HOME TERMINAL

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

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

TRADING TRAINS

Interdivisional crews will not be required to trade trains in opposite directions.

FORMAL INVESTIGATIONS

Applicable schedule rules will apply to pool freight conductors and brakemen required by Carrier to attend formal investigation; however, a conductor or brakeman in interdivisional services, who is ordered by Carrier to appear for a formal investigation at a location other than his home terminal, will be compensated for deadhead in accordance with the October 31, 1985 TUTU National Agreement when dismissed or suspended.

MEALS EN ROUTE

In order to expedite the movement of these interdivisional pool freight runs, the Carrier shall determine the conditions under which crews may stop to eat. When crews are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless they qualify for payment under the meals en route agreement.

BASIS OF PAY

All miles in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that time.

Current actual miles run are as follows:

Los Angeles - Barstow 149 miles

Barstow - San Diego 227 miles

Pool freight crews called for and departing the terminal in interdivisional service will be allowed the mileage terminal to terminal, except when the service is interrupted by an emergency such as flood, washout, major derailment, etc.; i.e., an Act of God, and pool freight crew is returned to the originating terminal. In that event, the crew will be placed first out after eight (8) hours rest, being given first consideration for deadhead to the home terminal. It is understood the foregoing does not modify the current call and release rule.

PROVIDING RELIEF FOR HOURS OF SERVICE LAW CREWS

In connection with relieving interdivisional pool freight crews tied up under the Hours of Service law, the following will prevail when it is necessary to call a road crew out of the terminal.

WESTBOUND TRAINS

Between Barstow and San Bernardino - ID Pool freight crew standing first out at
including San Bernardino Barstow

Between San Bernardino and Los Angeles Extra board crew at Los Angeles or San Bernardino

Between San Bernardino and San Diego Extra board crew at San Bernardino

EASTBOUND TRAINS

Between Los Angeles and San Bernardino, ID Pool freight crew standing first out at Los Angeles or extra board crew at San Bernardino (the extra crew would work through San Bernardino to Barstow and then de deadheaded home)

Between San Diego and San Bernardino, Extra board crew at San Bernardino (the extra crew would work through San Bernardino to Barstow and then be deadheaded home)

Between San Bernardino and Barstow ID pool crew standing first out at Barstow
(see Note)

NOTE: When an ID crew is used to provide Hours of Service relief in this circumstance, the crew will be allowed actual miles run, with a minimum of a basic day's pay, and will stand first out for service or deadhead subject to availability under the Hours of Service Law.

PROTECTING OTHER THAN ID SERVICE

All unassigned service, other than ID between Los Angeles and Barstow and San Diego will be protected by the Los Angeles and San Bernardino extra boards. Regular assignments will be protected by regularly assigned conductors and brakemen.

VACATIONS

A pool freight conductor or brakeman in interdivisional service will be permitted to advance the starting date of a scheduled vacation period to coincide with the start of layover days, but not to exceed three (3) days.

MOVING/REAL ESTATE

Article IX, Section 7 of the October 31, 1985 UTU National Agreement will be applicable to any conductor or brakeman whose principle residence was the San Bernardino area on August 31, 1987, and who is required to change his/her residence as a result of the implementation of this Agreement.

PROTECTION

Article IX, Section 7 of the October 31, 1985 UTU National Agreement will be made a part of this agreement.

**This Agreement will become effective October 31,1990.
Signed at Chicago, Illinois this 31 day of October 1990.**

FOR THE ORGANIZATION:

FOR THE CARRIER:

A. G. Delyea
General Chairman, United
Transportation Union (CTY)

James M. Harrell
Director Labor Relations

APPROVED:

J. L. Easley
Vice President, United
Transportation Union
(utucalif.id)

All other signatures or reference to them will not be used for this agreement or it's Side Letters.

September 6, 1990
47-1240-20-25

Mr. A.. G.. Delyea, General Chairman
United Transportation Union (CTY)
2110 E. First Street, Suite 112
Santa ana, California 92705-4095

SIDE LETTER NO. 1

Dear Sir:

This has reference to the Memorandum of Agreement establishing interdivisional service through San Bernardino, California.

All employees who resided within 30 miles of the on and off duty points at San Bernardino on November 8, 1987, will be covered under the moving/real estate provisions of this Agreement.

Qualified homeowners under Paragraph 1 above may elect the option of accepting a gross payment of \$18,000 (less income taxes, etc.) In complete satisfaction of Sections 10 and 11 of the Washington job Protection Agreement.

A homeowner under Paragraph 1 who does not choose the option provided in Paragraph 2 may elect to have his home purchased by the Carrier under the following terms.

The homeowner employee will be paid the appraised value of his home as of November 1, 1990 as determined by two appraisers chosen by him from a list of qualified appraisers furnished by the Carrier. If the valuation of the home by the two appraisers is not within 5%, a third (3rd) appraiser will be utilized.

The employee will be paid the appraised value of his home, and in addition thereto, will be paid a comparable housing allowance equal to 50% of the difference (percentage) between the two locations (i.e., San Bernardino and Los Angeles as described below) applied against 50% the appraised value of his home, with a maximum payment of \$15,000.00 upon delivery to the Carrier (or its nominee) a good and sufficient title to the property. The title will be furnished at the employee's expense, as is customary in real estate transactions.

The comparable housing allowance is included in this agreement because of the home owners moving to comparable housing in a higher cost real estate area. This was determined by use of a qualified third party expert, selected by the parties and retained by the Company, who selected a standard type of home to use for cost comparison purposes in both locations. The third party expert then developed the average sales price of the homes in comparable socio-economic areas at both locations for them in a previous twelve-month (12) period. Calculations were made to determine the difference in average cost between the sari Bernardino area and comparable housing in the Los Angeles area. The difference in real estate between the two areas was 134.6%, and this figure will be used in the formula for the allowance.

As stated in Paragraph (b), an employee will be entitled to a comparable housing allowance equal to 50% of the difference (percentage) between the two locations (134.5%) applied against the fair value of the employee's home but not to exceed \$15,000.

The comparable housing allowance will apply only to homes purchased by the Carrier and will not be applicable if the employee elects to accept an optional allowance in lieu thereof under Paragraph 2. Employees qualifying for a \$10,000 “finder’s feed” (**see Side Letter No. 2**) may also be entitled to comparable housing allowance; however, the combination of the two allowances will not exceed \$15,000.

The provisions of this side letter will also apply to employees who own mobile/modular homes as their principal places of residence.

If an employee(s) holds an unexpired lease of a dwelling occupied by him as his home, the Carrier will protect him from any loss associated with breaking said lease in line with Section II(a), Paragraph 3 of WJPA.

If an employee(s) holds an unexpired lease of a dwelling occupied by him as his home, he may, in lieu of Paragraph 5 above, accept a cash option of \$5000 (gross).

Any employee who avails himself of the provisions of either paragraph 3, 4, or 5 and changes his point of employment and permanent residence will be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfers and for a reasonable time thereafter (not to exceed five (5) working days), used in securing a place of residence in his new location. No claim for expenses under this Section shall be allowed unless they are incurred within three (3) years from the date of implementation of the inter divisional run and the claim must be submitted within ninety (90) days after the expenses are incurred. Employees who relocate under Paragraphs 3, 4, or 5 will also be entitled to the \$400.00 “lace curtain” payment as provided for under WJPA.

(See Next Page)

An employee who avails himself of the options provided for in Paragraph 2 or 6 must exercise such option in writing to the Carrier not later than ninety (90) days from the date this agreement is implemented or from the date an employee is qualified for the foregoing option provided it is within three (3) years from the date of implementation.

September 6, 1990
47-1240-20-25

Mr. A.. G. Delyea, General Chairman
United Transportation Union (CTY)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

SIDE LETTER NO. 2

Dear Sir

This has reference to the proposed agreement to establish interdivisional pool freight service through San Bernardino.

This will confirm our discussions concerning the need for a longer call to ID crews for service out of Los Angeles. It was understood the Carrier will make every effort to give crews a three (3) hour call. No discipline will be assessed conductor or brakeman who is delayed in reporting for work by a documented freeway tie up.

September 6, 1990
47-1240-20-25

Mr. A. G. Delyea, General Chairman
United Transportation Union (CTY)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

SIDE LETTER NO. 3

Dear Sir:

This is in reference to the Memorandum of Agreement covering interdivisional service through San Bernardino, California.

The following handling will apply in connection with Section 11(a) of WJPA:

An employee may provide the Carrier a Revised Offer as defined in the booklet titled "Relocation Guide," a copy of which will be distributed to the employees, and collect a \$10,000 cash incentive from the Carrier upon closing of the home sale. The Revised offer must satisfy the following criteria:

Carrier's third party relocation agent must receive a bonafide offer;

Carrier's third party relocation agent must be able to verify that financing has been secured by the Bonafide Purchaser;

The home must be listed as described on page 7 of the above mentioned booklet; and,

All conditions of Carrier's third party relocation agents' Offer Provision must be satisfied.

Should the Bonafide Offer be withdrawn for any reason the resulting home sale is not consummated, the employee may elect one of the following options:

The Guaranteed Offer will be reinstated and will be the price paid by the Carrier for subject property and the employee will not be eligible to collect the \$10,000 cash incentive; or

The employee may elect Option No. 2 of the San Bernardino Interdivisional Agreement.

September 6, 1990
55

Mr. A. G. Delyea, General Chairman
United Transportation Union (CTY)
2110 E. First Street, suite 112
Santa Ana, California 92705-4095

SIDE LETTER NO. 4

Dear Sir:

Referring to memorandum of Agreement covering interdivisional service through San Bernardino and the handling to be given those employees who may elect to apply Section 11(d) of WJPA.

It is understood the following would govern in the application of Section 11(d) of WJPA:

Carrier will make an offer to purchase an employee's home in accordance with Section 3(a) of Side Letter.

An employee who desires to invoke Section II(d) must notify Mr. Richard Libra, Manager Employee Relations, Santa Fe Railway, 740 E. Carnegie Drive, San Bernardino, CA 92408-3571, in writing of his/her intent to do so within sixty (60) days of receipt of the written offer.

After an employee notifies Carrier of invocation of Section II(d), he/she will select a competent qualified appraiser and will furnish Mr. Libra a copy of the appraisal made by the employee's appraiser.

1. Carrier will review the employee's appraisal and advise whether it is acceptable. If not acceptable, Carrier will notify the employee of the name of the Company's appraiser and will instruct that appraiser to contact the employee's appraiser for the purpose of selecting a qualified third or neutral appraiser.

The Company will give the third and neutral appraiser a copy of the employee's appraisal and a copy of one of the two or three Carrier's appraisals with instructions to determine which one should be accepted as representing fair value of the home or make their own appraisal of the property and determination of fair value.

The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

The decision of the neutral appraiser shall be binding. If the employee elects not to accept the neutral's appraisal of the employee's home, the Carrier is under no further obligation in connection therewith.

September 6, 1990
47-1240-20-25

Mr. A. G. Delyea, General Chairman
United Transportation Union (CTY)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

SIDE LETTER NO. 5

Dear Sir:

This has references to the Memorandum of Agreement establishing interdivisional service through San Bernardino, California.

When conductors and brakemen are called for interdivisional service, the call will set the crew as a unit, and the crew unit will not be changed.

September 6, 1990
47-1240-20-25

Mr. A. G. Delyea, General Chairman
United Transportation Union (CTY)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

SIDE LETTER NO. 6

Dear Sir:

This has reference to the Memorandum of Agreement establishing interdivisional service through San Bernardino, California.

Interdivisional crews will be allowed actual mileage between Los Angeles and Barstow (149) miles. The 145 miles represents an average if the different possible routes between Los Angeles and Barstow, i.e., the Pasadena and San Bernardino subdivisions; "B" Yard and the "short" route between San Bernardino and Rana; and the north and south tracks on the Canon subdivision.

Due to the unique circumstances involved in the change of the on and off-duty point from First Street to Hobart and the former payment there for, the basic through freight rate (south of Barstow) will be increased by \$2.50 for conductors and \$2.25 for brakemen.

September 6, 1990
47-1240-20-25

Mr. A. G. Delyea, General Chairman
United Transportation Union (CTY)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

This has reference to the Memorandum of Agreement establishing interdivisional service through San Bernardino, California.

In the application of Section 1 of Side Letter No. 1, it was understood those employees living in the Victor Valley area will be considered as cam rig under the Moving/Real Estate provisions.

If the foregoing correctly describes our understanding, please signify in the space provided below.

September 6, 1990
47-1240-20-25

Mr. A. G. Delyea, General Chairman
United Transportation Union (CTY)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

SIDE LITTER NO. 7

Dear Sir:

This has reference to the Memorandum of Agreement establishing interdivisional service through San Bernardino, California.

This will confirm our understanding claims of record prior to implementation of the San Bernardino run-through for coast active miles on assigned trains between Los Angeles and Barstow and between San Diego and Barstow will be allowed.

September 6, 1990
47-1240-20-25

Mr. A. G. Delyea, General Chairman
United Transportation Union (CTY)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

SIDE LETTER NO. 8

This has reference to the Memorandum of Agreement establishing interdivisional service through San Bernardino, California.

This will confirm our understanding crews working from Barstow to San Diego in interdivisional service will be deadheaded to Los Angeles at the completion of their trip in San Diego.

Crews deadheaded from Los Angeles to San Diego to work to Barstow will not stand for another trip back to San Diego out of Barstow if another ID crew is available at Barstow.

September 6, 1990
47-1240-20-25

Mr. A. G. Delyea, General Chairman
United Transportation Union (CTY)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

SIDE LETTER NO. 9

Dear Sir:

This has references to the Memorandum of Agreement establishing interdivisional service through San Bernardino, California.

In order to clarify how crews will be compensated who tie up under the Hours of Service Law, the following will govern:

a. A crew is doubled out of Barstow with time against them and ties up en route to Los Angeles. The first hour waiting for transportation would be free time, and all time thereafter until transportation became available would be paid for at straight time. The crew would be allowed 149 miles for the trip from Barstow to Los Angeles.

A rested crew out of Los Angeles ties up on the law at Victorville and is subsequently transported to Barstow. The crew would be allowed 149 miles (LA to Barstow) and overtime after eleven (11) hours, two (2) minutes based on a one-hundred eight (108) mile basic day.

A rested crew out of Los Angeles ties up 20 miles east of Los Angeles and is returned to Los Angeles for a reason described under the heading Basis of pay.

If the crew arrived back at Los Angeles with eight (8) hours on duty, they would be paid a basic day.

If the crew arrived back at Los Angeles with twelve (12) hours on duty, they would be paid a basic day and four (4) hours (75 miles) overtime.

If the foregoing correctly describes our understanding, please signify in the space provided below.

AGREED

A. G. Delyea

General Chairman United
Transportation Union (CTY)

APPROVED

J. L. Easley

Vice President,
United Transportation Union

Yours truly

James M. Harrell

Director Labor Relations
(utucalif.id)

All the above Side Letter were signed by the above and agreed to September 6, 1990

LOS ANGELES RUN THROUGH AGREEMENT

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the United Transportation Union.

IT IS AGREED:

The carrier may operate predominately intermodal trains eastbound and westbound between Watson, CA and Barstow, CA with Los Angeles/Barstow ID pool freight crews; Los Angeles being the home terminal, Barstow the away from home terminal for these crews.

Trains originating at Watson, CA and Barstow, CA will be protected by unassigned pool freight crews on a first-in-first-out basis.

Crews called for this service at Los Angeles will go on duty at Los Angeles; be transported or go lite engine to Watson Yard to operate train through Los Angeles to Barstow. Crews called for this service at Barstow will go on duty in Barstow to operate train through Los Angeles to Watson; be transported or go lite engine to Los Angeles. Actual mileage being 207 miles.

To the extent applicable, all provisions of November 1, 1990 Interdivisional Agreement will apply to this service.

Initial terminal delay will be allowed from 1 hour and 15 minutes after arrival by transport or lite engine at Watson yard until the train moves from its made up track.

Final terminal delay will be allowed from 1 hour after arrival at Watson until departing by transport or lite engine to Los Angeles.

A Harbor District Expediting Allowance of \$50.00, not subject to general wage increase, will be paid to all train crews called from the ID pool at Los Angeles or Barstow who work from Watson to Barstow or Barstow to Watson.

Westbound crews called in this service from Barstow to Watson with more than 9 hours on duty upon arrival at Los Angeles will be tied up at Los Angeles.

Article 10(k) (1) and 10(g) (3) of the Conductors and Trainmen's Agreement will be applicable to ID crews working between Los Angeles and Barstow, whether or not the crew operates via Watson. In other words, crews operating over either subdivision would be considered as operating over the same route.

Train crews in this service who are required to make multiple air hose couplings at Watson will be allowed payment of code 13, air pay allowance.

Train crews in this service will be allowed code 34, ETD pay allowance at Watson.

In order to ensure a smooth implementation of this Agreement, the parties agree to meet with the local chairmen involved approximately 60 days after implementation to discuss any problems which may have developed.

This agreement will become effective at 12:01 A.M., October 15,1993 and will continue in effect subject to Fifteen (15) days written notice by either party of a desire to change or terminate same.

FOR THE ORGANIZATION:

A. G. Delyea
General Chairman UTU

G. K. Downer
Local Chairman UTU

FOR THE CARRIER:

Marka Hughes
Manager - Labor Relations

Thomas H. Eshelman
Regional Manager - Labor Relations

**1985 - GALLUP RUN THRU
WINSLOW - BELEN
RUN THRU
ATTACHMENT**

Pursuant to Article IX, UTU National Agreement of October 31, 1985, The Atchison, Topeka and Santa Fe Railway Company may establish interdivisional (ID) service for pool freight crews between Winslow, Arizona and Belen, New Mexico under the conditions as set forth below.

BASIS OF PAY

All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that time.

CURRENT ACTUAL MILES ARE AS FOLLOWS:

Eastbound - Conductor/Brakeman	271 miles
Westbound - conductor/Brakeman	271 miles

CALLING CREWS:

Crews in interdivisional service will be called first-in, first-out at each terminal subject to their availability under the Hours of Service Law.

FORMAL INVESTIGATION:

Applicable schedule rules will apply to pool freight crews required by carrier to attend formal investigations; however, a crew or member thereof in interdivisional service who is ordered by carrier to appear for formal investigation at a location other than their home terminal will be compensated for the deadhead in accordance with existing agreement when dismissed or suspended.

To the extent possible, formal investigations will be held at the home terminal of the employee(s) involved.

GENERAL PROVISION:

The provisions of Article IX, Section 2 of the October 31, 1985 UTU National Agreement will apply in their entirety.

HAFHT TIME:

Held-away-from home terminal time will be allowed under the following conditions.

Pool freight crews in interdivisional pool freight service held at their away-from-home terminal for

the purpose of this agreement, will be paid continuous time for all time held after expiration of sixteen (16) hours from the time relieved from previous duty exclusive of any time resulting from the crew or service, until called for service, or ordered to deadhead, in which case held away-from-home terminal time shall cease at the time the train departs on its road trip. If transportation other than train is used for deadheading, held away-from-home terminal time shall cease at the time of departure of the other mode of transportation.

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

COMPARABLE HOUSING:

There will be established a joint committee of representatives of the Carrier and the Organization which will determine whether Winslow, Arizona is a higher cost of housing area and if so the nature and extent of any allowance to be afforded employees moving to Winslow from Gallup, New Mexico for comparable housing. In addressing any issue or dispute the committee is to be governed by the Decision of Arbitration Board No. 482 which established the conditions in this agreement. In the event the committee is unable to resolve dispute before it, such dispute shall be submitted for final and binding resolution under *Section 3 of the Railway Labor Act, 45 U.S.C. 153*.

LODGING:

Lodging will be provided at Carrier's expense in Belen/Albuquerque in line with Agreement dated July 17, 1980. Those employees covered by this Agreement will have the choice of being furnished lodging or an allowance in lieu thereof.

MEALS EN ROUTE:

In order to expedite the movement of interdivisional pool freight runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews, working or deadhead, are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless crew qualify for payment under the Meals En Route Agreement dated October 25, 1984.

PROTECTING OTHER THAN ID SERVICE:

Regular assignments will be protected by regularly assigned employees. Conductors' and brakemen's extra boards will be maintained at Gallup sufficient to take care of service demands in other than interdivisional service, including work/wreck trains originating at Gallup. Made-up crews protecting service from Gallup will be called first in, first out subject to their availability under the Hours of Service Law and can be operated in either direction out of Gallup to the terminals of Winslow, Belen and/or Albuquerque. Upon arrival at such distant terminal crews will be operated independently of crews in ID service and can be used to operate a train back to Gallup.

Service to Albuquerque from Winslow will be protected by interdivisional pool freight crews at Winslow. At Albuquerque, crew may be transported to Belen on a continuous time basis and take its proper standing based on arrival at off duty point for service back to Winslow. Service to

Winslow from Albuquerque will likewise be protected by interdivisional pool freight crews at Belen if none available at Albuquerque.

PROTECTION:

Article XIII of the January 27, 1972 Agreement will be made a part of this agreement.

PROVIDING RELIEF FOR HSL CREWS:

In connection with relieving interdivisional pool freight crews tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road crew out of the terminal:

WESTBOUND TRAINS

Between Belen & Gallup - including Gallup	ID pool freight crew standing first out at Belen
Between Gallup & Winslow	Extra board crew at Winslow

EASTBOUND TRAINS

Between Winslow & Gallup standing first out at Winslow	ID pool freight crew
Between Gallup & Belen standing first out at Belen.	ID pool freight crew

ID CREWS TIED UP UNDER HOURS OF SERVICE ACT:

Crews in interdivisional service will not be tied up en route under the Hours of Service Act and held at such intermediate points and then required to resume their trips after obtaining legal rest, but rather, will be deadheaded or towed to the objective terminal as expeditiously as possible. When transported to the objective terminal to complete the trip, the following will govern:

One (1) hour will be free time

Straight time allowance will be paid for any time in excess of free time calculated from time tied up under the Hours of Service Law and time transportation became available.

SCHEDULE AGREEMENTS

Nothing herein contained shall be construed as modifying or amending any of the provisions of the Schedule Agreement between the Carrier and the United Transportation Union, except as herein provided.

TERMINALS

Interdivisional pool freight crews will operate between the terminals of Winslow, Arizona and Belen, New Mexico. Winslow will be the home terminal and Belen will be the away-from-home terminal.

EXCHANGING TRAINS

Crews in interdivisional service will not be required to exchange trains in opposite directions.

VACATION

A pool freight employee in interdivisional service will be permitted to advance the starting date of a scheduled vacation period to coincide with the start of layover days.

CALLING CREWS

Crews in interdivisional service will be called first-in, first-out at each terminal subject to their availability under the Hours of Service Law.

WINSLOW - NEEDLES - RUN THRU AGREEMENT

between

**THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY
and its employees represented by the
UNITED TRANSPORTATION UNION
(CY&Y Committees) COAST LINES**

IT IS AGREED:

Pursuant to Article vii, UTU National Agreement of January 27, 1972, The Atchison, Topeka and Santa Fe Railway Company will establish interdivisional (ID) service for pool freight crews and passenger service firemen as set forth below:

TERMINALS

Interdivisional pool freight crews and passenger service firemen will operate between the terminals of Needles, California, and Winslow, Arizona. Needles and Winslow will remain home terminals as presently defined. Seligman will remain a terminal for other than interdivisional service. Pool freight crews in interdivisional service will only protect ID runs, and will not be used in turnaround service, except as provided herein.

CALLING RATIO

Carrier will determine the ratio of calling home terminal/away-from-home terminal pool freight

crews at Needles and Winslow dependent upon the needs of service and distribution of away-from-home and home terminal crews, which ratio will not exceed **5:1**.

If either party to this Agreement is of the opinion application of the specified ratio creates an undue hardship and imbalance, the matter will be discussed between the General Chairman and the General Manager, or his representative. Failing to resolve the issue at this level, the matter may be appealed to the Vice President - Personnel and Labor Relations in an effort to reasonably resolve the dispute, including conference, if necessary, which will be held as soon as possible.

ACTIVE INACTIVE BOARDS

When a pool freight crew arrives at its home terminal, such crew will be placed to the bottom of the home terminal board. Crew from the other home terminal arriving at the same location will be placed to the bottom of the away-from-home terminal board. These boards shall be designated as the “*inactive boards*.”

For the benefit of pool freight crews at their home terminal, Carrier will, each eight (8) hours, move sufficient home terminal and away-from-home terminal crews from the inactive boards to a so-called “active board” which will govern the order in which home and away-from-home crews will be called during the next eight-hour (8) period based on anticipated service, and such “active board” will only protect ID service. While Carrier has the right to determine the ratio for calling pool freight crews, Carrier will not exceed a ratio of 5:1, away-from-home terminal vs. home terminal or vice versa.* If the Carrier determines a need to deadhead surplus away-from-home pool freight crews, such crews will not be counted in the ratio, but will be counted as turns.

***NOTE:** In the absence of an available (rested) away-from-home terminal pool freight crew, home terminal crews may be called in excess of the ratio 5:1. In an emergency, the ratio will not be applicable.

The active board will be updated each four (4) hours, by deleting crews that have been called during the prior four (4) hours, as well as adding crews to the active board. Home terminal crews (at their home terminal), when placed on the active board, will not have their order (number of times out) changed.

BALANCING OF POOLS

As of 12:01 a.m. each Tuesday, UTU Local Chairman will be provided a status report of trips made by Winslow and Needles pool freight crews during the preceding 7 days (from the preceding Tuesday at 12:01 a.m.). The carrier will then be obligated to attain a trip balance between Winslow and Needles crews at any point in time between 12:01 a.m. on the twelfth (12th) day and 11:59 p.m. on the fourteenth (14th) day. If at any point during the 72 hour period from 12:01 a.m. on the twelfth (12th) day and 11:59 on the fourteenth (14th) day, the trips between the pools are balanced, then no adjustment will be made on the part of the carrier to balance said trips between the pools. A new balance period cycle will not start until 12:01 a.m. on the fifteenth (15th) day, or 12:01 a.m. on the third (3rd) Tuesday. If a balance between trips obtained by each pool cannot be reached at any point in time between 12:01 a.m. on the twelfth (12th) day and 11:59 on the fourteenth (14th) day of the cycle, the carrier will be obligated to balance the trips to the pool with the lesser number of trips

obtained from the beginning of the balance cycle based on the imbalance as of 11:59 p.m. on the fourteenth (14th) day, within four (4) one-way trips.

If the trip balance at any point between 12:01 a.m. on the twelfth (12th) day of the balance cycle and 11:59 p.m. on the fourteenth (14th) day, but the trips of 11:59 p.m. on the fourteenth (14th) day were not in balance, any imbalance will be carried over and the new cycle would start with this imbalance. If, however, the trips between the pools did not balance at any point between 12:01 a.m. on the twelfth (12th) day and 11:59 p.m. on the fourteenth (14th) day, the carrier will be obligated to make an adjustment to the extent that the imbalance exceeds four (4) one-way trips.

When carrier desires to change the starting day of the balancing cycle it will provide a minimum of 15 days advance written notice to the Local Chairmen, who will have the opportunity, within this notice period, to discuss the matter with the Superintendent, or his representative, if they so desire. The carrier will not serve a notice to change the starting day of the balancing cycle more often than once every 90 days.

QUESTIONS AND ANSWERS TO BALANCING OF POOLS

QUESTION AND ANSWER NO. 1(a)

If the balance between pools were to be "0" at 11:00 p.m. on the eleventh (11th) day of balancing cycle and did not "0" at any point between 12:01 a.m. on the twelfth (12th) day and 11:59 p.m. on the fourteenth (14th) day, while ending up 8 one-way trips out of balance at 11:50 p.m. on the fourteenth (14th) day, what is the obligation of the carrier?

A.. The carrier would be obligated to balance the trips in favor of the pool with the lesser number of trips in amount of 4 one-way trips (8 one-way trips out of balance 4 one-way trips limit = 4 one-way trips). The new balance cycle will start with four (4) one-way trips in favor of the pool with the greater number to trips.

QUESTION AND ANSWER NO. 1(b)

Q. When carrier is obligated to make the trip in Question 1(a) above, how shall it be accomplished?

The carrier will call from the pool with the lesser number of one-way trips the required number of crews from the home terminal or the away-from-home terminal, or a combination of thereof, to deadhead by 11:59 p.m. of the fourteenth (14th) day.

QUESTION AND ANSWER NO. 1(c)

What is the penalty if the carrier fails to deadhead the number of pool freight crews required in Question 1(a).

The required number of crews that should have been called to deadhead by 11:59 p.m. of the

fourteenth (4th) day (Question and Answer 1(b)) will, when going on duty after 11:59 p.m. of the fourteenth day be allowed a one-way trip in addition to all other earnings on that trip.

QUESTION AND ANSWER NO. 2

If the balance of trips between the pools were to be 10 out of balance on the seventh (7th) day of the balancing cycle, yet a "0" balance was reached at 9:00 p.m. on the twelfth (12th) day, while ending up 8 trips out of balance at 11:59 p.m. on the fourteenth (14th) day, what is the obligation of the carrier?

The carrier would not be obligated to make any adjustments since a "0" balance was reached between 12:01 a.m. on the twelfth (12th) day and 11:59 p.m. on the fourteenth (14th) day.

QUESTION AND ANSWER NO. 3

If at 11:59 on the fourteenth (14th) day, the balance was off by 7 one-way trips between the pools, yet 3 crews were en route, what is the obligation of the carrier?

A. Carrier would not be obligated to make any adjustments, since the three crews en route as of 11:50 p.m. on the fourteenth (14th) day will be counted as having completed their trip for purposes of trip balance, i.e., within four (4) one-way trips.

QUESTION AND ANSWER NO. 4

Will pool freight crews who are on duty but have not departed as of 11:50 p.m. on the fourteenth (14th) day be counted in the trip balance?

Crews who are on duty but have not departed at 11:59 p.m. on the fourteenth (14th) day will be counted in the trip tabulation between pools the same as those in Question 3.

QUESTION AND ANSWER NO. 5

How will pool freight crews overtaken by the Hours of Service Law be treated with respect to the trip balance?

A crew in ID service overtaken by the Hours of Service Law will be credited with the entire one-way trip. Likewise, any ID engineer utilized to dog catch the engineer en route will be credited with an entire one-way trip for trip balancing purposes. Other than this, there will be no count to the trip balance.

QUESTION AND ANSWER NO. 6

Q. What if an involuntary closure of both mainlines between Barstow and Belen occurs between 12:01 a.m. of the 8th day and 11:59 p.m. of the 14th day of the balancing cycle?

If such a closure of both mainlines occurs, the carrier will attempt to balance the trips at some point between 12:01 a.m. on the twelfth (12th) day and 11:59 p.m. on the fourteenth (14th) day. However, if conditions were such that a trip balance of "0" cannot be obtained between 12:01 a.m. on the twelfth (12th) day and 11:59 p.m. on the fourteenth (14th) day as a result of this service interruption, the carrier will not be responsible for balancing trips between the pools for that particular cycle; however, the imbalance will be carried over to the next balancing cycle.

QUESTION AND ANSWER NO. 7

If a balance of "0" is obtained on the twelfth (12th) or thirteenth (13th) day of the cycle, when does a new cycle begin?

Regardless of when a "0" balance is reached between 12:01 a.m. on the twelfth (12th) day and 11:59 on the fourteenth (14th) day, a new balance cycle begins at 12:01 a.m. on the fifteenth (15th) day, or every third (3rd) Tuesday at 12:01 a.m.

QUESTION AND ANSWER NO. 8

Will any trips incurred as a result of work/wreck trains be utilized for trip balancing purposes?

No, only trips incurred in ID freight service will be included in trip balance.

HELD-AWAY FROM HOME TERMINAL

Pool freight crews in interdivisional pool freight service held at their away-from-home terminal for the purpose of this Agreement, will be paid continuous time for all time held after expiration of sixteen (16) hours from the time relieved from previous duty exclusive of any time resulting from the crew or any member of the crew calling for rest, at the rate paid for last service, until called for service, or ordered to deadhead, in which case HAFHT time shall cease at the time pay begins for such service, or when deadheading, at

(See next Page)

the time the train departs on its road trip. If transportation other than train is used for deadheading, HAFHT time shall cease at the time of departure of the other mode of transportation.

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

TRADING TRAINS

When after departure from its terminal, a train crew is required during a tour of duty to trade its train, each member of the train crew will be paid an allowance of \$13.00, which allowance will not be subject to future or wage and/or COLA increases. A fireman required to trade his locomotive will be paid the allowance provided in Article 11. Crews will not be required to trade trains in opposite directions.

MEALS EN ROUTE

In order to expedite the movement of these interdivisional pool; freight runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews' working or deadhead, are not permitted to stop to eat, they will be paid an allowance of (\$1.50) for the trip, unless train crews qualify for payment under the Meals En Route Agreement dated October 25, 1984.

BASIS OF PAY

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

Current actual miles run are as follows:

Eastbound - Fireman 295 miles
Conductor/Brakeman 293 miles

Westbound - Fireman 293 miles
Conductor/Brakeman 291 miles

Pool freight crews called for and departing the terminal in interdivisional service will be allowed the mileage terminal to terminal, except when the service is interrupted by an emergency such as flood, washout, derailment, etc.; i.e., an Act of God, and pool freight crew is returned to the originating terminal. In that event, the crew will be placed first out over all others on the inactive board after eight (8) hours rest, being given first consideration for deadhead to its home terminal. It is understood the foregoing does not modify the current call and release rule.

FORMAL INVESTIGATION

Applicable schedule rules will apply to pool freight crews required by Carrier to attend formal investigations, however, a crew or member thereof in interdivisional service who is ordered by carrier to appear for a formal investigation at a location not on their original seniority district will be compensated for the deadhead miles over the other seniority district when dismissed or suspended.

PROVIDING RELIEF FOR HSL CREWS

In connection with relieving pool freight crews tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road crew out of the terminal.

WESTBOUND TRAINS

Between Winslow & Seligman ID pool freight crew standing first

including Seligman out at Winslow
Between Seligman & Needles Extra board crew (conductor/brakeman)
at Needles

EASTBOUND TRAINS

Between Needles & Seligman ID pool freight crew standing first
out at Needles
Between Seligman & Winslow Extra board crew (conductor/brakeman)
at Winslow

ID CREWS TIED UP UNDER HOURS OF SERVICE ACT:

When a pool freight crew is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip the following will govern.

One (1) hour will be free time

2. Straight time allowance will be paid for any time in excess of free time calculated from time tied up under the Hours of Service Law and time transportation became available.

PROTECTING OTHER THAN ID SERVICE

All service, other than ID, out of the home terminals will be protected by the respective extra boards. Regular assignments will continue to be protected as at present, i.e., by regularly assigned employees except temporary vacancies will be protected by
(See Next Page)

extra board employees. Work/wreck train service performed into and out of Seligman during the same tour of duty will continue to be handled by the same crew that protected the work/wreck train into Seligman, so long as the service is performed on the same seniority district and the work/wreck train is tying up at Seligman.

CONSTRUCTIVE MILES

The provision of Article 2(e) of the Conductors' and Trainmen's Schedule and Article 31 of the Firemen's Schedule will not be applicable to this interdivisional service. In lieu thereof, employees in this service will be allowed the following for each trip between Winslow and Needles:

Fireman	\$20.09
Conductor	19.78
Brakeman	18.63

This allowance will not be subject to future wage increases and/or cost-of-living allowance and will only be applicable to those employees with a seniority date in train or engine service prior to the effective date of this Agreement.

VACATIONS

A pool freight crew in interdivisional service will be permitted to advance the starting date of a scheduled vacation period to coincide with the start of layover days.

OTHER AGREEMENTS

Nothing contained in this agreement abrogates or modifies the Crew Consist Agreement or the so-called Manning and Training Agreements.

PROTECTION

Article XXIII of the January 27, 1972 agreement will be made a part of this Agreement.

ARTICLE 3

LOCAL FREIGHT SERVICE

(a) Albuquerque and former Arizona Division (*except Ripley District as shown in paragraph [i]*):

Mileage Rate Assignments		First	Over	
100 Miles	100 Miles or less	100 Miles Cents	100 Miles Cents	Per Day
Conductor.....	\$111.86	1.0910	0.9056	\$109.10
Brakeman.....	105.40	1.0257	.8574	102.57

Between Mojave and Bakersfield the following will apply:

Mileage Rate Assignments		First	Over	
100 Miles	100 Miles or less	100 Miles Cents	Per Day Cents	
Conductor.....	\$114.36	1.1164	0.9260	\$111.64
Brakeman.....	108.18	1.0532	0.8798	105.32

All overtime earned on any trip between Barstow and Bakersfield, whether in whole or in part on the territory between Mojave and Bakersfield, the overtime rate will be three-sixteenth (3/16) of \$111.64 for the conductor and \$105.32 for brakeman for the entire trip; no change to be made in the present method of payment for overtime on trips exclusively between Barstow and Mojave.

The higher rates named will not apply for any short service performed between Kern Junction and Bakersfield, the dividing point being at a point one-half mile east of junction at Kern Junction.

SUNSET RAILWAY

Mileage Rate Assignments		First	Over	
100 Miles	100 Miles or less	100 Miles Cents	Per Day Cents	
Conductor.....	\$112.06	1.0926	0.9063	\$109.26
Brakeman.....	105.53	1.0267	0.8580	102.67

LOS ANGELES DIVISION SOUTH OF BARSTOW

Mileage Rate Assignments		First	Over	
100 Miles	100 Miles	100 Miles	Per Day	

	or less	Cents	Cents
Conductor.....	\$111.26	1.0843	0.8998 \$108.43
Brakeman.....	104.79	1.0201	0.8530 102.01

VALLEY DIVISION (Fresno and Stockton)

Mileage Rate			
Assignments			
		First	Over
100 Miles	100 Miles	100 Miles	Per Day
	or less	Cents	Cents
Conductor.....	\$112.75	1.0992	0.9118 \$109.92
Brakeman.....	105.60	1.0267	0.8611 102.87

VALLEY DIVISION NORTH OF BAKERSFIELD

Mileage Rate			
Assignments			
		First	Over
100 Miles	100 Miles	100 Miles	Per Day
	or less	Cents	Cents
Conductor.....	\$110.61	1.0779	0.8957 \$107.79
Brakeman.....	103.63	1.0078	0.8436 100.78

(b) CAR SCALE

(b) Article I(a) of National Agreement of may 26, 1955, reads as follows:

“ARTICLE 1

(a) Road Freight Conductors and Trainmen

Effective June 16, 1955, the basic daily rates of pay for conductors, and brakemen and flagmen in road freight service receiving road rates of pay shall be increased as follows:

BASIS OF PAY

Maximum number of cars (including caboose) hauled in train in road movement at any one time on road trip anywhere between initial starting point and point of final release

Amounts to be added to the Basic Daily Road Freight Rates...Conductors, Brakemen and Flagmen

Less than 81 cars	\$.35
81 to 105 cars	1.00

196 to 125 cars	1.40
126 to 125 cars	1.65
146 to 165 cars	1.75

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

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

(As amended by national Agreements of 1968)

(Note above does not have application on the districts between Winslow and Seligman and Seligman and Needles in either direction with respect to trains which exceed 2900 tons when hauled by two or more locomotives.)

GUARANTEE

(c) Regularly assigned local freight employees who are ready for service the entire month and who do not lay off of their own accord will be guaranteed not less than one hundred (100) miles, or eight (8) hours, for each calendar working day, exclusive of overtime (this to include holidays). If, through act of Providence, it is impossible to perform regular service, guarantee does not apply.

(d) Local freight employees may be also used in any other service to complete guarantee when for any reason regular assignment is discontinued, but such service shall be paid for at schedule rates unless earning from such rates would be less per day than would have been earned in regular assignment. *(See next Page)*

Local freight employees cannot be worked on their layover days to avoid payment for holiday or other no-service day.

(e) Overtime shall be paid on the minute basis, at a rate per hour of three-sixteenths (3/16) of the daily rate.

BASIC DAY

(f) One hundred (100) miles or less, eight (8) hours or less (straightaway or turnaround), shall constitute a days' work. Miles in excess of one hundred (100) will be paid for at the mileage rates provided. On runs of one hundred (100) miles or less overtime will begin at the expiration of eight (8) hours; on runs of over one hundred (100) miles, overtime will begin when the time on duty exceeds the mileage run divided by twelve-and-one-half (12 ½).

(g) Crew members on Gallup-Albuquerque local with home terminal at Gallup will be permitted to lay off at Albuquerque and relieved by extra employees from Albuquerque extra board. All permanent changes must be made at home terminal.

(g)(1) Conductors and Brakemen assigned to Grants Local when laying off will be required to mark

up not less than twelve (12) hours prior to the call time.

(g)(2) Conductors and brakemen who bid in, displace on or are force assigned to vacancies of Conductor and Brakemen on the Grants Local and who later give up the assignment to go to the extra board or bid in another assigned job will be required to remain on the assignment they relinquished until the close of bids.

(g)(3) Conductor assigned to the Grants Local and goes on vacation his job will be advertised under Article 17(8) with the bids to close out the day before the start of the Vacation.

From Letter Agreement of March 3, 1975)

OVERTIME

(h) On local freight assignments where actual miles run, including mileage of intermediate side trips and lapback trips, is one hundred (100) miles or less, overtime shall begin at the expiration of eight (8) hours; if the actual miles run, including mileage of intermediate side trips and lapback trips, exceed one hundred (100) miles, overtime shall begin when the time on duty exceeds the miles run divided by twelve and one-half (12-1/2); but in no case shall they receive less than the equivalent of the bulletined mileage of the assignment and in addition the mileage of intermediate side trips and lapback trips, if any.

The method of payment as herein provided shall not be construed as constituting a change in the mileage of assignments so as to require re-bulletining of the assignment.

(See Interpretations next Page)

INTERPRETATIONS

Question 71: Where local freight crews work two portions of a calendar day, beginning, say, 8:00 p.m. one day and ending 4:00 a.m. following day, how does guarantee apply?

Decision: The guarantee is for the calendar working days of the month, including legal holidays. Trips commenced on one date and not completed until following date shall be treated as having been made on the date set for train to leave.

Question 72: What is meant by that portion of the article reading "...shall be paid for at schedule rates, unless earnings from such rates would be less than would have been earned in regular assignment?" In other words, if regular assignment covers 125 miles and they are used in through freight service:

(a) Should their earning be computed on a through freight basis?
Must they be guaranteed not less than the equivalent of 125 miles at way-freight rates?

Decision: (a) Yes (b) Yes

Question 73: May excess miles over 100 per day be used to build up local freight guarantee if run is tied up on one or more holidays during the month?

Decision: No.

Question 77: Where an employee lays off of his own accord one or more working days of the month in which a holiday occurs, how shall he be paid?

Decision: He will lose the holidays of the month, provided he does not work on such holidays.

Question 80: May regularly assigned crews who are in other service to complete guarantee be used without regard to first-in first-out rule applicable to other crews in the service in which used?

Decision: Yes, but crew should be kept on regular assignment as far as possible.

Question 84: If branch service is now mixed and is changed to exclusive passenger or exclusive freight, what rate shall apply?

Decision: Main line rates shall apply for the respective classes. If service is later changed to mixed service of the former character, its former specifications shall govern. (*See Question & Decision 85 next Page*)

Question 85: What rates shall apply to conductors and trainmen where, under schedule provisions or accepted practices, engineers and firemen receive local freight rates?

Decision: Not less than local freight rates.

RIPLEY DISTRICT

	Mileage Rate		Assignments	
	100 Miles or Less	First 100 Miles Cents	Over 100 Miles Cents	Per Day
Conductor.....	\$112.57	1.0987	0.9122	\$109.87
Brakeman.....	106.15	1.0304	0.8613	103.04

(i) Ripley District On assigned Local Freight run, conductor will be paid \$109.87 and brakeman \$103.04 for 100 miles or less, 8 hours or less, overtime at rate of 3/16 of daily rate for all time on duty, or held for duty, in excess of eight (8) hours (computed on each run from the time required to report for duty to end of that run) within nine (9) consecutive hours, and also for all time in excess of nine (9) hours computed continuously from time first required to report to final release at the end of the last run. Time shall be computed as continuous in all cases where the interval of release at any point does not exceed one hour. A monthly guarantee of \$2850.22 for conductor and \$2735.68 for brakeman to cover six (6) days per week is provided, and assigned employees ready for service the entire month and who do not lay off on their own accord shall receive the monthly guarantee if earnings from daily rate, plus overtime, are less than such guarantee. Where regularly assigned employee lays off of his own accord or his held out of service, the extra employee will receive the same compensation the regular employee would have received had he remained on the run, the sum of the payments to the employee or employees who may be used on the run equaling the monthly guarantee.

The rate of pay, the 8-within-9 hour basis of payment, and the monthly guarantee above provided, are applicable only on one assigned run (either mixed or local) confined to service on the Ripley District. Where Ripley District assigned crew is used in emergency for service on Cadiz District, a minimum of 100 mile at former Arizona Division rates, according to class of service performed, will be allowed in addition to earnings on Ripley District, but time consumed on Cadiz District trip will be deducted in arriving at overtime which would otherwise accrue on Ripley District. Where service is performed on Ripley District by extra crew, former Arizona Division rates and rules will apply.

NOTE: It is understood that, with the exception of what is contained in paragraph (h) as above, all other provisions of the schedule are applicable.

ARTICLE 4

WORK, WRECK, CONSTRUCTION AND SUPPLY TRAINS

(a) Albuquerque and former Arizona Division

		Mileage Rate Assignments		
		First	Over	
		100 Miles	100 Miles	Per Day
		or less	100 Miles	
		Cents	Cents	
Conductor.....	\$111.67	1.0913	0.9285	\$111.91
Brakeman.....	105.12	1.0244	0.8548	102.44

Between Mojave and Bakersfield:

		Mileage Rate Assignments		
		First	Over	
		100 Miles	100 Miles	Per Day
		or less	100 Miles	
		Cents	Cents	
Conductor.....	\$114.44	1.1191	0.9285	\$111.91
Brakeman.....	108.44	1.0561	0.8827	105.61

All overtime earned between Barstow and Bakersfield, whether in whole or in part on the territory between Mojave and Bakersfield, the overtime rate will be three-sixteenths (3/16) of \$111.91 for the conductor and \$105.61 for the brakemen for the entire trip; no change to be made in the present method of payment for overtime on trips exclusively between Barstow and Mojave.

The higher rate named will not apply for any short service performed between Kern Junction and Bakersfield, the dividing point being at a point one-half mile east of junction switch at Kern Junction.

SUNSET RAILWAY

	Mileage Rate Assignments			
	100 Miles or Less	First 100 Miles Cents	Over 100 Miles Cents	Per Day
Conductor.....	\$112.17	1.0939	0.9073	\$109.39
Brakeman.....	105.67	1.0291	0.8596	102.91

LOS ANGELES DIVISION SOUTH OF BARSTOW

	Mileage Rate Assignments			
	100 Miles or less	First 100 Miles Cents	Over Per Day Cents	
Conductor.....	\$111.82	1.0896	0.9043	\$108.96
Brakeman.....	105.80	1.0297	0.8609	102.97

VALLEY DIVISION NORTH OF BAKERSFIELD

	Mileage Rate Assignments			
	100 Miles or less	First 100 Miles Cents	Over 100 Miles Cents	Per Day
Conductor.....	\$112.09	1.0930	0.9047	\$109.30
Brakeman.....	105.80	1.0297	0.8609	102.97

CAR SCALE

(b) Article I(a) of National Agreement of May 26, 1955, reads as follows:

“ARTICLE 1

(a) Road Freight Conductors and Trainmen Effective June 16, 1955, the basic daily rates of pay for conductors, and brakemen and flagmen in road freight service receiving road rates of pay shall be increased as follows:

“BASIS OF PAY

Maximum number of cars (including caboose) hauled in train in road movement at any one time on road trip anywhere between initial starting point and point of final release

Less than 81 cars	\$.35
81 to 105 cars	1.00

Amounts to be added to the Basic Daily Road Freight Rates...Conductors, Brakemen and Flagmen

106 to 125 cars	1.40
126 to 145 cars	1.65
146 to 165 cars	1.75 (<i>See next Page</i>)

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

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

(As amended by national Agreements of 1968)

(See Appendix I)

(Note above does not have application on the districts between Winslow and Seligman and Seligman and Needles in either direction with respect to trains which exceed 2900 tons when hauled by two or more locomotives.)

(c) One hundred (100) miles or less, eight (8) consecutive hours or less (straightaway or turnaround) to constitute a day. On runs of 100 miles or less overtime will begin at the expiration of eight (8) hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12-1/2. Overtime shall be paid for on a minute basis, at a rate per hour of three-sixteenths (3/16) of the daily rate.

(d) Regularly assigned employees on work, wreck, construction, and supply trains who are ready for service the entire month and who do not lay off of their own accord will be guaranteed no less than one hundred (100) miles or eight (8) hours, for each calendar working day, exclusive of overtime (this to include legal holidays). If, through act of Providence, it is impossible to perform regular service, guarantee does not apply.

Employees performing work train service, being paid under work train rules and at work train rates of pay, will be paid not less than one minimum work train day for each calendar working day when held for such service on which date no service is performed.

(e) Employees may also be used in any other service to complete guarantee when for any reason regular assignment is discontinued, but such service shall be paid for at schedule rates unless earning from such rates would be less per day than would have been earned in regular assignment.

Employees cannot be worked on their layover days to avoid payment for a holiday or other no-service day.

(f) Work trains employed for six (6) days or more will be assigned and bulletined for five (5) days, and if it is known beforehand that a work train will be on for more than one (1) week, it will be advertised, if possible, in sufficient time to allow employees to bid on same and take the run at the time it goes on.

(g) If run is for one (1) week or less it will be considered temporary and will be manned by extra employees available. However, this will not restrict using pool freight crew at outside points, where extra boards are not maintained, for a period of not to exceed two (2) days.

(h) Extra employees mon made-up crews on temporary work trains will be permitted to remain on

same during temporary period regardless of first-in first-out rule. Senior available conductor cannot be displaced, during the seven (7) day period.

Extra employees in temporary work train service arriving at terminal where extra board is maintained on Saturday night will be relieved on request from temporary work train service and revert to former assignment.

Note: This paragraph will apply only to work trains and will not be applied to assigned work trains. Vacancies on assigned work trains will rotate from extra board each time the work train ties up at the terminal where the extra board is maintained.

(i)(1) Made up extra train crews, if consist of full crew, handling temporary work trains which are abandoned on arrival at away-from-home terminal will be run if needed, in their respective turn, based on tie-up time, in pool service to their home terminal; if not needed, will be deadheaded to the home terminal. If not a full crew they will be deadheaded to home terminal.

(i)(2) In instances where the train lineup indicates that the crews' service outlined in preceding paragraph are to be utilized and such crews are placed on the pool board but subsequently it develops through train consolidations their services are not needed, the made-up work train crew will be deadheaded to their home terminal regardless of their standing on pool board.

(j) Chain gang crews, when used, will be permitted to remain on temporary work trains unless they tie-up at terminals, in which event the first-in first-out rule will apply, except as provided in paragraph (h) of Article 10.

(k) when a train crew has been in work train service, and the work train service is completed, the crew not immediately sent to a terminal, but is tied up at an outlying point after completion of such service, crew will be considered as going on duty and under pay as of the end of eight (8) hours from time of tie-up, unless some member of crew requires ten (10) hours rest under rules governing the hours of service, in which case pay will begin at end of ten (10) hours from time of tie-up. In case any commercial service has been required of crew before tie-up the time will be continuous, if tied up in less number of hours than ten (10).

(l) When called for work train service crew will be notified when called, if such fact is known at time of call, whether or not they will be tied up away from home.

(m) Crews handling supply trains will be paid work train rates regardless of the consist of the train.

(n) Crews handling exclusive supply trains will, if tied up between terminals, automatically go on duty and under pay twelve (12) hours from time tied up unless called for duty prior thereto.

(o) Employees deadheaded from terminal to outlying point for work train service, or from outlying point to terminal after having completed work train service, will be paid continuous time at work train rates if interval of time between deadhead trip and service trip is one hour and thirty minutes or less. If intervals between the deadhead and service trip is in excess of one hour and thirty minutes, time will be computed separately, the service trip being paid for under this article, and the deadhead trip under Article 27.

(p) Crews in work train service will not be tied up where suitable accommodations for sleeping and eating are not available.

It is recognized that emergencies may arise where crew may be tied up at a point where such accommodations may not be entirely to crew's desire or where such accommodations may be a short distance from where crew tie up.

TRACK GEOMETRY TEST TRAIN

(q) *(From memorandum of Agreement August 10, 1973)*

(q)(1) The Special Train will not exceed five (5) cars consisting of test equipment and business cars, and when necessary to utilize steam generator equipment, it will be given count as one of the five (5) cars. Crew will not be required to switch or handle other cars. Caboose will not be used in operation of this Special Train.

(q)(2) The crew of Special Train will consist of not less than an engineer, conductor, and one brakeman.

(q)(3) When year contracts are in effect this service will be limited to main line and TCS auxiliary tracks.

(q)(4) The Special Train will be in work train service, whether or not any testing is performed during a tour of duty, and rates of pay for that class of service will apply. Crews will be compensated for actual miles run or hours on duty, whichever is the greater with a minimum of 100 miles. (The intent of the preceding sentence is to reflect an understanding that Northern and Southern Division crews will be compensated on the same basis as under rule in effect on the Eastern, Western, and Coast Lines.) All schedule rules governing the operation in temporary or regular work train service will apply except as specifically excepted herein.

NOTE: Temporary service and service which is under bulletin, will be protected from the extra board. If extra board exhausted or is nonexistent, the service will be protected from the source of supply which provides extra employee(s) for the specific territory.

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

(q)(5) This agreement will not serve to establish any precedent.

(r) When advertising work trains to tie up at convenient points, Carrier will include in bulletin a note reading as follows:

For the purpose of applying Section 1 and 2 of Article II of the Agreement dated June 25, 1964 (tie-up point) is designated as the home terminal point for this assignment.

(s) A starting time will be designated for all regularly assigned work trains and such will be shown in bid bulletin advertising such assignments; however, Article 17(W), Item 4 will be applicable to such assignment.

(+)(t) The following shall govern the manning of self-propelled vehicles or machines by train

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

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

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

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

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

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

(Paragraph identified by (+) was taken from National Agreement dated June 25, 1964)

ARTICLE 5

ROAD SWITCHER SERVICE

(a) Rates to be paid in Road Switcher Service.

	Mileage Rate Assignments			
	100 Miles or less	First 100 Miles Cents	Over 100 Miles Cents	Per Day
Conductor.....	\$116.48	1.1369`	0.9434	\$113.69
Brakeman.....	110.37	1.0757	0.9854	107.57

CAR SCALE

(b) Article I(a) of National Agreement of May 26, 1955, reads as follows:

“ARTICLE 1

(a) Road Freight Conductors and Trainmen

Effective June 16, 1955, the basic daily rates of pa for conductors, brakemen, and flagmen in road freight service receiving road rates of pay shall be increased as follows:

“BASIS OF PAY

Maximum number of cars (including caboose) hauled in train in road movement at

any one time on road rip anywhere between initial starting point and point of final release

Amounts to be added to the Basic Daily Road Freight Rates...Conductors, Brakemen, and Flagmen

Less than 81 cars	\$. 35
81-105 cars	1.00
106 to 125 cars	1.40
126 to 145 cars	1.65 Add 20 cents for each additional
146 to 165 cars	1.75 block of 20 cars or portion therefor

(See "Note" next Page)

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

(As amended by national Agreements of 1968)

(Note above does not have a application on the districts between Winslow and Seligman and Seligman and Needles in either direction with respect to trains which exceed 2900 tons when hauled by two or more locomotives.)

(c) Assignments operating on turnaround basis having a radius not to exceed 25 miles from terminal or tie-up point shall classify and be assigned as Road Switcher Service.

(d) Crew assigned to Road Switcher Service may be run in and out and through their regular assigned terminals without regard for rules defining completion of trips. Time to be computed continuously from time required to report for duty until released from duty at home terminal.

(e) Assignments shall be confined to a radius of 25 miles. One hundred (100) miles or less, eight (8) hours or less, to constitute a day.

(f) If crew operates in excess of 100 miles they shall be allowed the mileage actually operated at straight time rate or 100 miles and overtime after the expiration of eight (8) hours on duty, whichever is greater.

NOTE: This rule does not prohibit assignments in Road Switcher Service in excess of radius of 25 miles arrived at by mutual consent between the Carrier and the General Chairman.

(g) Assignment to this service will be made by bulletining vacancies or new runs.

Bulletin shall specify terminal, limits of assignment, and time to commence service.

Spur tracks connecting to tracks that are within the specified limits of the road switcher assignment will be a part of the assignment.

(h) A crew required to go beyond limits of assignment will be allowed a minimum of one hundred (100) miles at the rate of the service performed for each time so used. Time consumed to be

excluded in computing overtime worked on regular assignment. Should computation on continuous time basis from time first coming on duty until final release, pay more, continuous time will be allowed.

CONVERSION

(i) Through freight and local trainmen performing 1'45" or more station switching within the limits of a "Road Switcher Assignment: will convert to the Road Switcher Rate.

It is agreed the following will be governing in determining when road switcher rates of pay shall be applicable to crews in freight service runs other than road switcher assignments:

(a)(1) straight pickups and/or straight setouts where cars picked up are first out on one or more tracks and the cars are set first out on one or more tracks is not station switching, except where car or cars are picked up at one point in road switcher assignment and are moved to and set out at another point in the same road switcher assignment, the time consumed in the setout and pickup will be creditable to station switching.

NOTE 1: A straight setout is necessary to couple into and shove cars for clearing purposes on a setout track, is not station switching.

NOTE 2: The clearing of crossing or the cutting of a crossing is not station switching.

(i)(2) When one or more cars are to be set out, and in order to set car or cars on the setout track it is necessary to place the same behind cars already on the track, that is station switching.

(i)(3) When one or more cars are to be picked up that are standing behind other cars and it is necessary to make switch in order to make the pickup, that is station switching.

(i)(4) where no cars are either set out or picked up but the crew is required to take its engine and move or spot cars already at such station, that is station switching.

(i)(5) Running time between stations within a road switcher assignment will not be creditable to station switching.

(i)(6) where setouts or pickups are involved in conjunction with conditions outlined in Items (2) and (3) above at the same station the crew is also involved as to Item (1) above, the entire time devoted to work prescribed in Items (1), (2), and (3) at that station will be creditable to station switching.

(i)(7) Time involved in meeting or passing trains before station switching is commenced or after station switching is completed will not be creditable to station switching.

(i)(8) Time involved waiting for cars from connections or waiting for cars being assembled by road switcher assignment is not creditable to station switching.

(i)(9) Where the meal period is taken after the crew has been on duty five (5) hours or more and

where more than thirty (30) minutes station switching as defined above is performed before the start of the meal period and more than thirty (30) minutes station switching is performed after the meal period will be creditable to station switching.

(i)(10) Time involved and paid as an arbitrary for initial and/or final terminal switching will not be creditable to station switching.

(i)(11) Time involved in claims for road switcher rates of pay under the conversion factors of Article 5, other than on bonafide road switcher assignments, will, on the "Delay Report" section of Form 827 Standard or on such other means of recording time as might be subsequently prescribed by the Company, be recorded in sequence in the following manner in order that the claims may be properly evaluated and processed:

Place	Time Began	Time Ended	Amount	Cause
A	11 AM	2 PM	3 hrs.	20" Straight set out 50" Switching 40" Meals (12:10 PM 12:50 PM) 40" Straight pick up 30" let X-2634 by.

In the above example, **2'30"** will be creditable to station switching.

(j) It is permissible to include in the bulletin covering a Road Switcher assignment one or more occasional trips outside of the limits of regular assignment which, if made, will be paid for on basis of being part of the assignment. Territory which extends beyond the regular limits of assignment will not be considered Road Switcher territory for road crews in the application of the conversion factor.

(k) Crews in Road Switcher Service will not be tied up where suitable accommodations for sleeping and eating are not available.

(l) Road switcher will not be assigned to work less than six (6) days per week, except may be reduced to five (5) days per week during week the following legal holidays occur (or if such holidays fall on Sunday, the day generally observed shall be considered holiday):

New Year's Day	Labor Day
Washington's Birthday	Veterans' Day

**Good Friday
Decoration Day
Fourth of July**

**Thanksgiving
Christmas Eve
Christmas**

1985 - ARTICLE VII - ROAD SWITCHER

(a) Carriers with road switcher (or similar operations), mine run or roustabout agreements in effect prior to the date of this Agreement that do not have the right to reduce six (6) or seven-day (7) assignments to not less than five (5), or to establish new assignments to work five (5) days per week, shall have the right.

(b) The work days of five-day (5) assignments reduced or established pursuant to Section 1(a) of this Article shall be consecutive. The five-day (5) yard rate shall apply to new assignments established pursuant to Section 1(a) of this Article. Assignments reduced pursuant to Section 1(a) shall be compensated in accordance with the provisions of Section 1(c).

(c) If the working days of an existing assignment as described in Section 1(a) are reduced under this Article, an allowance of 48 minutes at the existing straight time rate of that assignment in addition to the rate of pay for that assignment will be provided. Such allowance will continue for a period of three (3) years from the date such assignment was first reduced. However, such allowance will not be made to employees who establish seniority in train or engine service after the date of this Agreement. Upon expiration of the three (3) year period described above, the five (5) day yard rate will apply to any assignment reduced to working less than six (6) or seven (7) days a week pursuant to this Article.

(d) The annulment or abolishment and subsequent re-establishment of an assignment to which the allowance provided for above assignment to which the allowance provided for above shall not serve to make the allowance inapplicable.

Section 2

(a) Carriers that do not have rules or agreements that allow them to establish road switcher assignments throughout their system may serve a proposal for such a rule upon the interested general chairman or chairman. If agreement is not reached on the proposal within 20 days, the question shall be submitted to arbitration.

(b) The arbitrator shall be selected by the parties or, if they fail to agree, the National Mediation Board will be requested to name an arbitrator.

(c) The arbitrator shall render a decision with 30 days from the date he accepts appointment. The decision shall not deal with the right of the carrier to establish road switcher assignments (such right is recognized), but shall be restricted to enumerating the terms and conditions under which such assignments shall be compensated and operated.

(d) In determining the terms and conditions under which road switcher assignments shall be compensated and operated, the arbitrator will be guided by and confined to what are the prevailing features of other road switcher agreements found on Class I railroads, except that the five (5) day yard rate shall apply to any assignment established under this.

ARTICLE 6

MIXED SERVICE

(a) Albuquerque and former Arizona Divisions (*except Ripley District as shown in paragraph [k]*)

Mileage Rate Assignments		First	Over	
	100 Miles or less	100 Miles Cents	100 Miles Cents	Per Day
Conductor.....	\$111.31	1.0855	0.9001	\$108.55
Brakeman.....	104.97	1.0214	0.8531	102.14

Between Mojave and Bakersfield

Mileage Rate Assignments		First	Over	
	100 Miles or less	100 Miles Cents	100 Miles Cents	Per Day
Conductor.....	\$114.39	1.1168	0.9260	\$111.68
Brakeman.....	108.18	1.0539	0.8799	105.39

All overtime earned on any trip between Barstow and Bakersfield, whether in whole or in part on the territory between Mojave and Bakersfield, the overtime rate will be three-sixteenths (3/16) of \$111.68 for conductors and \$105.39 for brakemen for the entire trip; no change to be made in the present method of payment for overtime on trips exclusively between Barstow and Mojave.

The higher rates named will not apply for any short service performed between Kern Junction and Bakersfield, the dividing point being at a point one-half mile east of junction switch at Kern Junction.

SUNSET RAILWAY

Mileage Rate Assignments		First	Over	
	100 Miles or less	100 Miles Cents	100 Miles Cents	Per Day
Conductor.....	\$113.58	1.1076	0.9193	\$110.76
Baggageman	105.58	1.0282	0.8586	102.82
Brakeman	105.56	1.0280	0.8582	102.80

LOS ANGELES DIVISION SOUTH OF BARSTOW

Mileage Rate Assignments		First	Over
-----------------------------	--	-------	------

	100 Miles	100 Miles	100 Miles	Per Day	
		or less	Cents	Cents	
Conductor.....	\$114.24		1.1138	0.9424	\$111.38
Brakeman.....	105.80		1.0297	0.8609	102.97

VALLEY DIVISION NORTH OF BAKERSFIELD

Mileage Rate		Assignments			
100 Miles	100 Miles	First	Over		
	or less	100 Miles	Per Day		
		Cents	Cents		
Conductor.....	\$114.24	1.1138	0.9242	\$111.38	
Brakeman.....	105.80	1.0297	0.8609	102.97	

RIPLEY DISTRICT

Mileage Rate		Assignments			
100 Miles	100 Miles	First	Over		
	or less	100 Miles	Per Day		
		Cents	Cents		
Conductor.....	\$113.10	1.1010	0.9127	\$110.10	
Brakeman.....	106.28	1.0317	0.8622	103.17	

Monthly Guarantee Conductor.....\$2854.38
 Monthly Guarantee Brakeman.....\$2738.08

(b) CAR SCALE

(b) Article I(a) of National Agreement of May 26, 1955, reads as follows:

“ARTICLE 1

(a) Road Freight Conductors and Trainmen

Effective June 16, 1955, the basic daily rates of pay for conductors, and brakemen and flagmen in road freight service receiving road rates of pay shall be increased as follows:

“BASIS OF PAY

Maximum number of cars (including caboose) hauled in train in road movement at any one time on road trip anywhere between initial starting point and point of final release	81 to 105 cars
	106 to 125 cars
	126 to 145 cars
	146 to 165 cars

Less than 81 cars

Amounts to be added to the Basic Daily Road	\$.35
Freight Rates...Conductors, Brakemen and	1.00
Flagmen	1.40
	1.65
	1.75

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

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

(As amended by national Agreement of 1968)

(See Appendix I)

(Note above does not have a application on the districts between Winslow and Seligman and Seligman and Needles in either direction with respect to trains which exceed 2900 tons when hauled by two or more locomotives.)

(c) One hundred (100) miles or less, eight (8) hours or less (straightaway or turnaround), shall constitute a days’ work. Miles in excess of one hundred (100) will be paid for at the rates provided. On runs of one hundred (100) miles or less overtime will begin at the expiration of eight (8) hours; on runs of over one hundred (100) miles overtime will begin when the time on duty exceeds the miles run divided by 12-1/2. Overtime shall be paid for on the minute basis, at a rate per hour of three-sixteenths (3/16) of the daily rate.

(d) Regularly assigned mixed train service employees who are ready for service the entire month and who do not lay off of their own accord will be guaranteed not less than one hundred (100) miles, or eight (8) hours, for each calendar working day, exclusive of overtime (this to include legal holidays). If, through act of Providence, it is impossible to perform regular service, guarantee does not apply. The guarantee in this article does not apply to the Albuquerque or former Arizona Division.

(e) Employees also may be used in any other service to complete guarantee when for any reason regular assignment is discontinued, but such service shall be paid for at schedule rates unless earnings from such rates would be less per day than would have been earned in regular assignment.

Employees coming under the guarantee provisions cannot be worked on their layover days to avoid payment for a holiday or other no-service day.

(f) Mixed service shall be considered a combination of freight and passenger in the same assignment; also trains of one or more each freight and passenger cars is mixed service. A box car, in emergency, to be used as a baggage car in passenger trains, would not make the train mixed. Trains of deadhead passenger cars, with cabooses, will not be regarded as mixed. Trains of solid express or mail cars, with or without cabooses, will not be regarded as mixed.

(g) Deadhead cabooses will be considered as freight equipment, except, a caboose or other rider car used by the crew in charge of a train of passenger equipment will not be considered a freight car.

(h) Employees in mixed service shall be required to wear uniforms only on that portion of the assignment which is exclusively passenger.

(i) Where brakemen required to handle express matter \$45.28 per month will be allowed for service in addition to the regular salary.

(j) Interpretation under guarantees in Article 3 apply to guarantees in preceding paragraphs of this Article.

(k) RIPLEY DISTRICT: On assigned mixed run, conductors will be paid \$60.52 and brakemen will be paid \$55.43 for 100 miles or less, 8 hours or less, overtime at rate of 3/16 of daily rate for all time on duty, or held for duty, in excess of eight (8) hours (computed on each run from the time required to report for duty to the end of that run) within nine (9) consecutive hours, and also for all time in excess of nine (9) hours computed continuously from time first required to report to final release at the end of the last run. Time shall be computed as continuous in all cases where the interval of release at any point does not exceed one hour. A monthly guarantee of \$1562.33 for conductors and \$1492.84 for brakemen to cover service six (6) days per week is provided and assigned employees ready for

(See Next Page)

service the entire month who do not lay off of their own accord shall receive the monthly guarantee if earnings from daily rate, plus overtime are less than such guarantee. Where regularly assigned employee lays off of his own accord or is held out of service, the extra employee will receive the same compensation the regular employee would have received had he remained on the run, the sum of the payments to the employee or employees who may be used on the run equaling the monthly guarantee.

The rate of pay, the 8-within-9 hour basis of payment and the monthly guarantee above provided are applicable only on one assigned run (either mixed or local) confined to service on the Ripley District. Where Ripley District assigned crew is used in emergency for service on Cadiz District a minimum of 100 miles at former Arizona Division rates, according to class of service performed, will be allowed in addition to earning on Ripley District but time consumed on Cadiz District will be deducted in arriving at overtime which would otherwise accrue on Ripley District. Where service is performed on Ripley District by extra crew, former Arizona Division rates and rules will apply.

NOTE: It is understood that, with the exception of what is contained in paragraph (k) as above, all other provisions of the schedule are applicable.

PASSENGER BOX CARS

(I)(1) Classification of System passenger box cars for pay purposes will be determined solely on the stenciling "In Passenger Service" or "In Freight Service."

(I)(2) "Foreign line cars" including Railway Express Agency equipment, Pacific Fruit Express equipment, and the like, the determination will be made on basis of how they are equipped at the time of movement, that is, when such cars are equipped with high speed trucks, air signal, and steam hoses, they will be classified for pay purposes as passenger equipment, irrespective of any stenciling that may appear thereon.

(1)(3) Basic day and overtime rules applicable to the rates paid shall apply under these principles, but such payment shall not change the classification of the trains as passenger do not affect other rules in the Schedule.

(m) On mixed train assignments where actual miles run, including mileage of intermediate side trips and lapback trips, is one hundred (100) miles or less, overtime shall begin at the expiration of eight (8) hours; if the actual miles run, including mileage of intermediate side trips and lapback trips, exceeds one hundred (100) miles, overtime shall begin when the time on duty exceeds the miles run divided by twelve and one-half (12-1/2); but in no case shall crew receive less than the equivalent of the bulletined mileage of the assignment and in addition the mileage of intermediate side trips and lapback trips, if any. The method of payment as herein provided shall not be construed as constituting a change in the mileage of assignments so as to require re-bulleting of the assignment.

ARTICLE 7

DELAYS BETWEEN DISTRICT TERMINALS

Through unavoidable delays of more than twenty-four (24) hours to trains between district terminals, thereafter, if mileage made is more than one hundred (100), actual mileage will be paid with guarantee of one hundred (100) miles per day.

EXAMPLE: Employee goes on duty at terminal A at 1:00 a.m., Monday, runs to B, 50 miles, in five (5) hours, and is delayed on account of washout or other unavoidable delay until Noon Wednesday and runs to terminal C, 90 miles; pay five (5) hours A to B, plus 24 hours 6:00 a.m. Tuesday, at pro rate, plus one day to 6:00 a.m. Wednesday, plus 100 miles B to C.

ARTICLE 8

BLOCKING RULE

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

If a train is not properly blocked at the terminal as outlined the road crew required to switch or set-out car or cars out of order will be paid for actual time consumed on a minute basis at pro rata yard rate with a minimum payment of 25 miles at the yard rate, separate and apart from all other earnings.

Road crew will not be required to block cars en route for set-outs beyond their run.

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

(From Mediation Agreement A-8790 12-5-72)

CLARIFICATION OF THE APPLICATION OF ARTICLE 8, BLOCKING RULE

(a) In application of the first portion of the rule, i.e., setting out cars out of block, only one minimum 25 mile payment will be in order for any particular crew during their tour of duty or the accumulative time making all improper setouts, whichever is greater.

(b) A payment under the first paragraph of this clarification will not be deterrent from collecting an additional 25 mile payment or accumulative time, whichever is greater, during their tour of duty under "the blocking cars en route for setouts beyond their run" portion of the rule.

(c) In application of paragraph 1 portion of the rule, the payment made to the road crew out of the originating terminal will not affect the propriety of allowing a similar payment of the subsequent crew required to set out improperly blocked cars from the particular train that was not properly blocked at the last terminal where yard engines are assigned and on duty.

(d) Hanging onto cars at the Carrier's direction would normally be considered blocking cars en route for setouts beyond their run, except, when hanging onto cars in

(See Next Page)

order to make pickups for safety purposes, i.e., using those cars as idlers, which will not be considered as blocking cars per se.

Picking up cars while hanging onto other cars, which were already in the train ahead of the setout at that point, also would not be considered as blocking cars en route for setouts beyond the crew's run.

Hanging onto cars in making a pickup in order to comply with requirements of last sentence of the first paragraph of the rule also would not be considered as blocking cars en route for setouts beyond

the crew's run.

(e) The payment due a crew for the Carrier's violation of the last portion of the rule, i.e., "Road crew will not be required to block cars en route for setouts beyond their run" will be in the same amount as the first portion of the rule, that is a minimum payment of 25 miles or accumulative time, whichever is greater.

ARTICLE 9

TIME SLIPS

(a) Time slips must be made out promptly at the end of each trip, according to schedule, and all necessary information noted thereon. If time claimed is not allowed due to time slip not being made out correctly time slips will not be returned, undisputed part of time will be allowed and Centralized Timekeeping Bureau will notify the employee in writing the reason correction is necessary within thirty (30) days of date time slip received. The employee will be given opportunity to submit a correct time slip and if this is done the corrected time slip must be received by Centralized Timekeeping Bureau within sixty (60) days from the date Centralized Timekeeping Bureau notified the employee the original time slip was not correct. A conductor, trainman, or yardman who is short \$25.00 or more in his pay, for service performed (including vacations), through no fault of his own, upon request will be given a time check covering the full amount of the shortage, less required deductions.

(b) Penalty time claim will be receipted for locally in the same manner as for accepting bids under the respective agreements. If not receipted for locally, the date received by Centralized Timekeeping Bureau will be controlling.

(c) All claims must be presented in writing by or on behalf of the employee involved to the officer of the Company authorized to receive same, within sixty (60) days from the date of occurrence on which the claim is based. Should any such claim be disallowed, other than covered in paragraph (a), the Carrier shall, within ninety (90) days from the date same is filed, notify the employee or his representative that the claim is declined and give the claimant the facts including a specific reason or reasons for such declination. (The Carrier reserves the right to present additional facts on claims that are appealed to highest designated officer to handle claims.) If not so notified the claim shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.

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

When an informal conference is desired, request must be made within ninety (90) days from date rejection and such conference will be scheduled by the Carrier to be held within sixty (60) days of the date request is received by the Carrier, which may be extended by mutual agreement. Settlements made on claims in informal conference will not be used by either party as a precedent and are not to be referred to by either party. The results of individual claim handling during informal conference will be provided in writing by the Carrier to the General Chairman with ten (10) days after completion of this conference.

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

(e) Claims appealed to the highest officer designated by the Carrier to handle such claims must be

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

(f) Decision by the highest officer designated by the Carrier to handle claims shall be final and binding unless within one (1) year from the date of said officer's decision such claim is disposed of on the property or proceedings for the final disposition of claim are instituted by the employee or his duly authorized representative and such officer is so notified. Failing to comply with this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims. It is understood, however, that the parties may by agreement in any particular case extend the one-year period herein referred to.

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

NOTE (2): Upon notification from General Chairman to the highest officer within such one-year period that he has requested International assistance with respect to specific claims, the one-year period with respect to such claims shall be extended for not more than an additional six (6) months.

(g) All rights of a claimant or crew involved in continuing alleged violations of agreements shall under this Agreement be fully protected by continuing to file a claim for each occurrence (or tour of duty) up to the time when such claim is disallowed by the first officer of the Carrier.

(g)(1) It is recognized that a claim must be filed and progressed for each crew or individual for each principle involved in the dispute under the interpretation of agreement.

(g)(2) The recurring claim principle is reorganized to be a situation where the alleged violation occurs at least once in each two (2) calendar weeks.

(g)(3) Extra employees will be protected the same as regularly assigned employees. That is to mean an extra employee who stood for disputed service or works a vacancy where an alleged violation is involved, other than as a member of a crew, will only need to submit and have progressed one (1) claim and all subsequent claims of the kind will be protected thereby, providing claim is thereafter filed for each such occurrence. Where a crew is involved in the alleged violation, all members of the crew, either assigned or extra, will be protected by the claim of the conductor or engine foreman.

(h) This agreement recognizes the right of the accredited representatives of the Organization, party, hereto, to file and prosecute claims for and on behalf of the employees they represent.

This agreement shall not apply to grievances or to discipline cases.

(i) This agreement shall be applicable to time claims only.

(j) when overpayments have been made to employees, no deduction shall be made to cover the overpayments beyond sixty (60) days prior to the date of advice to the individual, with copy to Local Chairman representing the class of employees involved, with respect to deduction to be made.

(k) where there is a discrepancy as between time as claimed on time slip and proper allowance, payment will be allowed on current payroll to cover the amount concerning which no question exists and advice will be given claimant as to correction made.

(l) When a claim for compensation, which has been appealed by the General Chairman and handled in accordance with the provisions of this agreement, is allowed, the party receiving payment, and his General Chairman, will be advised in writing of the amount involved and payroll on which payment will be made.

(m) Back pay resulting from wage increases, and reinstatements with pay for time lost, will be paid by checks separate and apart from regular payroll checks.

PILOT-RIDER

(n)(1) The Carrier and the United Transportation Union (CT&Y) will agree, insofar as possible, on certain like or repeater claims as riders on one or more pilot claims to either be resolved in conference by parties or submitted to Public Law Board. Both parties will accept and be governed by the settlement or Board Awards with respect to the pilot and rider claims but are not obligated to dispose of future claims on the basis of such Awards if any are palpably erroneous or do not follow the agreement rule(s).

(n)(2) The Carrier and the United Transportation Union (CT&Y) will, as far as possible, agree on "continuing claims" and one or more pilot claims on which the other claims will ride. It will not be necessary for the General Chairman to appeal the rider claims but such claims must be timely filed with the Centralized Timekeeping Bureau and the declinations retained by the Organization. The Organization will furnish a list which will contain claimant's name, date of claim, and Centralized Timekeeping Bureau file number of subsequent rider claims to the highest designated officer of the Carrier for handling time claims, on or about every sixty (60) days serve as a basis for alleged time claim violation and in supplying a list of claims to the Carrier, the Organization will not have to repeat listing that were already forwarded at a earlier date. Only additional claims with names, dates, and file numbers will be sent for each subsequent period. The pilot claims can be resolved either by conference between the parties or a Public Law Board. In either case, both parties will observe the settlement of Award for the claims listed, but as in No. 1 above, are not obligated beyond the immediate claims.

(n)(3) The Carrier and the United Transportation Union (CT&Y) will make a special effort to resolve issues and interpretations of the various Agreement rules over which the greatest volume of claims are pending. It is understood that to accomplish this goal, the utmost cooperation of the parties will be required and a "give and take" attitude must prevail.

(n)(4) All claims on the rider list must be handled by the Organization in accordance with time limit provisions, i.e., within the 90 days specified from the date of declination by Centralized Timekeeping Bureau. It will not be necessary to "conference" any claims listed as "riders." The Carrier will then have 90 days from date of Organization's letter within which to review the list in order to determine whether or not any exceptions will be taken to particular claims included as riders on a specific pilot case. If no exception is taken within this time limit, the entire list will be considered as riders.

(n)(5) The Organization will be notified in writing of any claims the Carrier feels cannot be included as riders on a particular pilot claim, and the Organization will then have 90 days from the date of the Carrier letter of notification to handle such claims through the regular appeal channels.

(n)(6) This agreement does not prohibit the Organization from utilizing the time limit on claims rule, as it now exists, instead of this Agreement, if desired by the General Chairman on any particular claim or claims.

(From Agreement May 10, 1977)

ARTICLE 10

ASSIGNED DISTRICTS FIRST-IN FIRST-OUT RUN-AROUNDS

(a) Crews run off regularly assigned working district onto adjoining district or districts will be returned deadhead to their district terminal on the first available train that is ordinarily used for deadheading purposes, except can be worked in their proper turn with respect to other foreign district crews if home district crew are not available or cannot be made available.

(b)(1) Except in case of emergency, crews in unassigned freight service will not be run off of assigned working district when extra employees are available for service.

(b)(2) When it becomes necessary to call a brakeman to perform yard service, because of no yardmen being available, the extra brakeman standing first out on the brakeman's extra board will be used and retain his position on the brakeman's extra board (first out) after he has had eight (8) hours rest. If this same extra brakeman is again called to perform yard service he will be placed at the foot of the brakeman's extra board after completing the second shift in yard service. (From Agreement March 8, 1940)

AT SAN BERNARDINO, effective December 16, 1971, it is agreed that extra board brakemen used in yard service will be placed first out of the Brakemen's Extra Board when rested provided the individual brakeman requests to be so handled.

Request will be made at time of tie up by notation on the extra brakeman's register sheet "first out after eight (8) hours or ten (10) hours when so required by Hours of Service Law." This Agreement may be canceled on ten (10) days written notice by either party.

(The above is in effect on the ENTIRE COAST LINE by Letter Of Agreement May 20, 1994)

(c)(1) Chain gang pool freight crews will protect unassigned service except as otherwise provided below, on a first-in, first-out basis.

*(c)(2)(a) San Bernardino Valley and Hill pool crew will not be used on turnaround trips out of the home terminal, such service to be performed by extra crews. It is understood that in the event an extra crew is called for turnaround job and the necessity subsequently develops for running the crew through to opposing terminal it is permissible to use the extra crew out of the opposing terminal in their turn in pool freight service.

(As amended January 15, 1968 and April 14, 1972)

*(c)(2)(b) Employees assigned to pool service at Gallup will not be used on turnaround trips short of the distant terminal out of Gallup, such service to be performed by extra board employees. This understanding is not to apply when employees are to be used under Article 44(h) of the Agreement.

In event an extra employee is called for turnaround job and the necessity subsequently develops for running the crew through to opposing terminal, it would then be permissible to use the extra

employees out of the opposing terminal in their turn in pool service. (From Agreement dated October 1, 1961 and January 2, 1962)

*(c)(3) Unassigned turns out of Los Angeles to Rivera shall be protected by crews from the Los Angeles extra boards in lieu of San Bernardino pool turns.

*(c)(4) Crews making trips on the Fresno Inter-urban run will, upon their return to the terminal, be marked up ahead of other crews who arrived and tied up at the terminal subsequent to the on duty time of the Fresno Inter-urban run.

*(c)(5) Crews will not be required to work the Fresno Inter-urban run more than one (1) trip before having made a trip to Riverbank and return except under the provisions of paragraph (g) of Article 2. Should crews be required to make two (2) trips on the Inter-urban run under the requirements of paragraph (g) of Article 2, the provisions of paragraph (4) above will be applicable.

*(c)(6) Paragraph (4) and (5) above apply to pool crews and to not apply to an extra employee who protects vacancy on pool crew called for service on Fresno Inter-urban.

INTERPRETATION: If Inter-urban trip is called for 2:00 a.m., any crew who arrives and ties up after 2:00 a.m. will be marked up behind the crew protecting the Inter-urban trip. Crews arriving and tying up prior to 2:00 a.m. would stand ahead of the crew used on the Inter-urban run.

*(c)(7) In connection with the handling of First District, Albuquerque Division, short pools it is understood:

1. A sufficient number of pool freight turns to be designated by the Local Chairman and Management will be established to be known as short pools.

2. If there is a demand for a short pool and there is not a rested short pool crew available, service will be protected by a made up crew consisting of an extra conductor and two extra brakemen. Extra brakemen must be available in pairs.

(See Next Page)

When an extra conductor is not available, fir out long pool board conductor will be used. When two (2) extra brakemen are not available, fir out long pool board brakemen's turn will be used.

3. Penalty will not be entertained if a crew in the short pool, after called for a trip to Albuquerque, are instructed to work into Belen.

Penalty claims will be entertained if a crew in the long pool, after called for a trip to Belen, are instructed to work into Albuquerque.

Pool crews handled under paragraphs 3 and 4 will take their turn on the pool board as per their arrival at Belen/Albuquerque and will be used in turn out of either of these terminals for return trip to Gallup.

This Agreement will not prohibit deadheading crews in pool freight service from Belen to Albuquerque or Albuquerque to Belen at the discretion of the Company.

(From Agreement dated February 18, 1972, revised November 5, 1973)

(c)(8)(a) Second District pool crews and/or extra employees used out of Winslow in short turnaround pool freight service between Winslow and Cheto, inclusive, will upon arrival and tie up at Winslow, be placed first out on their respective boards, pool or extra, at Winslow after the expiration of eight (8) hours' rest or after ten (10) hours' rest. If such is legally required.

NOTE: Employees used in such service will advise crew clerk on arrival Winslow that they were called for short turn and stand to be marked up as outlined herein.

DEFIANCE TURN

Agreement dated August 2 and September 7, 1975, regarding handling of train crews used on the Defiance Turn are canceled and the following will apply:

One Second District Conductor's and Brakeman's Short Pool will be established to protect all turnaround service out of Winslow on the Second District for points east of, but not including Penzance and short of Gallup on a first-in first-out basis.

When a crew is called for the Defiance Turn and for some reason ties up on the law and cannot make it back to Winslow, it will be to the discretion of the company to dogcatch as follows:

(See Next Page)

Call a pool conductor and brakeman out of Gallup.

Call an extra board conductor and brakeman out of Winslow.

Also, the Defiance Turn crew that tied up on the law will be returned to Winslow to secure their rest. However, if for some reason the crew was taken to Gallup for rest, they will go first out after 8 or 10 hours rest as the case may be and it will be the crew's responsibility to notify the Crew Clerk at Gallup in writing as to when they go first out.

So there will be no misunderstanding the Short Pool crew will not be used to protect work trains or used to dog catch pool crews tied up on the law.

(From Letter of Understanding dated February 24, 1977)

*(c)(8)(b) Short turnaround service on Second District, Albuquerque Division to points east of, but not including, Penzance and short of Gallup.

A sufficient number of pool freight turns, to be designated by the Local Chairman and the Atchison, Topeka and Santa Fe Railroad Company, will be established to protect all turnaround service out of Winslow on the Second for points east of, but not including, Penzance and short of Gallup and will be known a "short pools."

The short pool arriving Winslow after completing a turnaround trip called on Friday will be marked up first-out on the big pool board after 10hours from tie-up from such trip and will be permitted to make one trip to Gallup.

It will be the responsibility of the conductor and brakemen involved and the UTU to furnish the crew clerk with the proper information in writing as to when they should be placed on the board and to assist in keeping the employees in the proper place on the board so that the Company will not be penalized or presented with time claims as a result of this agreement.

If short pool crew is not available when there is a demand for short pool crew, service will be protected by extra board conductors and brakemen. There may be times when extra boards are depleted or are short, and it is understood it will be the Company's prerogative to use big pool crews to protect this work in its judgement utilization of manpower would be best served.

Penalty claims will not be entertained if a through freight pool, after called, is instructed to enter turnaround service.

(See Next Page)

5. Penalty claims will not be entertained if short pool, after called, is instructed to run through to the away-from-home terminal Gallup.

6. Short pools handled under Paragraph 5 will take their turn on the board at Gallup as per their arrival at Gallup.

(From Agreements dated February 10, 1976 , May 25, 1964 and December 23, 1963 and is superseded by Defiance Turn)

*(c)(9) For handling work short of Seligman on the Third District of the Albuquerque Division, the following shall apply:

1. A sufficient number of pool freight turns to be designated by the Local Chairman and the Management will be established to be known as short pools.

2. Short pools will perform all work (except that presently accruing to extra board) short of Seligman.

3. Paragraph (h) of Article 44 will continue to apply to relieving crews tied up en route under the hours of service law, except short pools will be called out of the home terminal to relieve short pools if available. If short pools are not available, then crew on short pool will be relieved by extra brakemen.

4. If there is a demand for a short pool and one is not available, service will protected by extra brakemen from the Winslow extra board.

5.(a) Penalty claims will not be entertained if through freight pools, after called, was instructed to enter short turnaround service.

(b) Penalty claims will not be entertained if short pool, after called, was instructed to run through to the away-from-home terminal Seligman.

6. Short pools handled under paragraph 5(b) will take their turn on the board as per their arrival at Seligman.

(From Agreement December 17, 1969)

* On April 15, 1970, it was agreed the following amendments would be added to January 1, 1970 Agreement.

1. The two crews arriving in Winslow from Ash Fork on Sunday would reverse positions, one with the other, when called at Winslow on Tuesday.
2. The two crews arriving in Winslow from Ash Fork on Monday will reverse positions, one with the other, when called at Winslow on Tuesday.

A written message must be given by both crews involved to the crew dispatcher when they arrive in Winslow on Sunday and Monday stating that they will exchange positions on turns called the following day. Written messages not submitted by the crew on their arrival will not be accepted thereafter.

If one of the short turn pools makes a side trip on the Grand Canyon district and is run around by another short turn pool, the crews will be marked up on the Winslow board in the turn which they departed Winslow the previous day. Crews runaround under this paragraph must file a written message with the crew dispatcher on their return to Winslow in order to receive their proper turn.

No penalty claims will be entertained by the Company or by Local UTU in connection with the working of this agreement.

*(c)(10) When extra employees are called out of Needles and make short trips of 100 miles or less in freight, 150 miles or less in passenger service, exclusive of terminal time, they will stand first out after eight (8) hours' rest period. It being understood that this would not prevent their being used before eight (8) hours after arrival if their turn became first out, and further that other employees who had arrived at Needles ahead of such employees would not be entitled to runarounds under paragraph (g) of this Article 10.

*(c)(11) All short turnarounds out of Needles will be protected by extra board employees, except crews called to protect dog-catch service, such to be protected by pool freight employees.

When pool freight employees, regularly assigned to either the Needles or Kingman District, are called and used for turnaround service out of Needles, they will stand first-out after eight (8) hours rest period. It being understood that this would not prevent their

(See Next Page)

being used before eight (8) hours after arrival if their turn becomes first-out, and further, that other pool employees who arrived at terminal ahead of such employees would not be entitled to runaround under the provisions of Article 10 of this Agreement.

(From Agreements dated October 23, 1971 and August 23, 1971 [See Article 44(h)])

* (c) (12) All unassigned turnaround service out of Calwa will be protected from the conductors' and brakemen's extra boards except that pool crews will be used to relieve pool crews who have tied up en route under the hours of service, unless otherwise provided (i.e., pool crew in interdivisional service)

(From Agreement dated September 23, 1974)

When first district pool crews at Bakersfield are called for turnaround service out of that point, they will take their standing behind the crews that are in the terminal as of the time of the call for turnaround service. The crew called for turnaround service will stand ahead of any incoming crew that has not tied up at the call of the turnaround crew. In the event that two crews are called for two different turnaround services they will retain their original standing in the pool in respect to each other, on their arrival back at the Bakersfield terminal. In event a crew returning from turnaround service has insufficient time to work under the hours of service law, and is runaround at Bakersfield, the distant terminal, they will regain their original position upon their arrival at the home terminal.

In the event a crew returning from turnaround service is not used account previous duty and is run around at Bakersfield, there will be no penalty for the runaround even though the trip is made in the same or less time than the crew has to their credit.

(See Article 44[h])

* (c) (13) (a) when extra employees are called out of Bakersfield and make short trips on which the earnings are 100 miles or less, exclusive of terminal time, they will stand first out after eight (8) hours' rest period. It is understood that this will not prevent their being used before eight (8) hours after arrival if their turn becomes first out, and further, that other employees who had arrived at Bakersfield ahead of such trainmen will not be entitled to runarounds under paragraph (g) of Article 10 of this Agreement.

It is further understood that extra employees under the above will either notify the crew clerk or make a notation in the swing book that they stand to be marked up first out after eight (8) hours from their arrival, and failing to do so, will be used in their regular turn.

(From Agreement dated August 18, 1970)

* (c) (13) (b) Pool freight crews called for turnaround service out of Bakersfield or Barstow will stand first-out after eight (8) hours from tie up at completion of this service.

Pool crews called for turnaround service, and coming under this proposal, will notify the crew clerk when they tie up that they stand to be marked up first-out after eight (8) hours from their tie up.

(See Next Page)

This will not prohibit the crew from being used prior to the expiration of eight (8) hours. If their turn becomes first-out and they have time under the hours of service law to make trip. Also other pool crews will not be entitled to a runaround because of a crew being placed first out under this proposal.

(From Agreement dated October 7, 1969, and August 28, 1975)

*(c)(14) Employees working out of Needles in pool freight service will stand first-out after eight (8) hours at the home terminal or away-from-home terminal after having completed a trip in turnaround service.

If crew in turnaround service becomes first-out prior to the expiration of the eight (8) hour period, they will be run in turn if possible under the hours of service law.

Other crews run around because of a crew being placed first-out after eight (8) hours will not be entitled to a runaround under the provisions of this Article 10.

*(c)(15) Crews making short turn out of the away-from-home terminal of Gallup, New Mexico, on the Second District, and Seligman, Arizona, on the Third District, will be placed first out after the expiration of 8 hours or 10 hours, whichever hours of service may require. This would not prevent the crew from being called sooner than 8 hours if their turn worked up to the first out and Chief Dispatcher will take them without being fully rested. Except in emergency, crew will not be called for more than one short turn out of the away from home terminal. It will be the responsibility of the crew involved to notify the crew clerk in writing upon arrival that they have made a short turn, their tie up time, and when they go first out. This agreement does not apply to engine crews or extra board train crews manning temporary trains. (From Agreement dated December 28, 1977)

(d)(1) Except as provided below and in Article 1(bb), Article 4(1), Article 17(i), and Article 41, extra employees will run first-in first-out. Vacancies will be filled from the extra board and shall rotate until the close of bids. At expiration of 10 days the vacancy will be bulletined in accordance with Article 17(q).

(d)(2) NEEDLES: Extra employees who are not restricted protecting Trains 1 and 2 Needles to Barstow, or any passenger assignment between Needles and Los Angeles, when they return to Needles will take a turn first out on the board after eight (8) hours from their arrival but will not be called for another assignment to Los Angeles, or protect Train No. 1 to Barstow for their next trip. It is understood that in case of emergency such employees may be used before the eight (8) hours have expired in accordance with the hours of service. Also, that such employee will be used in turn if he stands to depart before expiration of eight (8) hours.

Extra employees who are restricted to passenger are to be handled in the same manner, except they may be called to protect second assignment to Los Angeles, or to protect Train No. 1 to Barstow for second successive time. It being understood that they

(See Next Page)

will not be placed first out after eight (8) hours if they protect two successive assignments into Los Angeles or Barstow.

NOTE: Extra trainmen used as an emergency conductor in such instances will be handled the same as if they had made the trip as a trainman.

(d)(3) Extra trainmen missing a call for a Needles-Los Angeles or Needles-Barstow passenger assignment will be marked up on the extra board behind the extra trainman who worked the assignment.

(d)(4)(a) If and when an employee is restricted to passenger work, or has been previously restricted to passenger and is later unable to hold a regular passenger assignment, he cannot work from the

extra board in contravention of schedule provisions until he has secured concurrence through either the UTU General Chairman, or the UTU Local Chairman at the terminal involved.

(d)(4)(b) Employees so restricted and working off an extra board must bid in regular passenger assignments if their seniority will entitle them such and failing to bid thereon will be automatically assigned. In event two such employees are on extra board and no bids are received, or bids from employees junior to the two passenger only employees, the senior or the two passenger only employees will be assigned. Furthermore, a passenger only employee displaced must displace any junior employee holding a passenger assignment out of his terminal.

(d)(4)(c) Employees restricted to passenger only working off extra board without approval as outlined above must go to foot of the board when they fail to protect assignments from the board in accordance with their standings.

(d)(4)(d) To prevent passenger only employees working off extra boards in accordance with paragraph (a), (b), and (c) from making excessive mileage over those not so restricted, mileage agreements may be set up by agreement at local terminals.

(d)(4)(e) Employees restricted to through freight only, and working off of extra board, must bid in through freight assignments if their seniority will entitle them to such and failing to bid thereon will be automatically assigned. In the event two or more such employees are on an extra board and no bids are received, or bids from employees junior to the aforementioned restricted employees, the junior restricted employee will be assigned first. If there is more than one opening, all restricted employees will be assigned first. If there is more than one opening, all restricted employees will be assigned. Furthermore, an employee so restricted who is displaced must displace any junior employee working out of this terminal.

(d)(5) When extra trainman is called from the Winslow board to protect turns as described in Article 10(C-8) he will be handled in accordance with such paragraph providing he advises crew clerk accordingly.

(d)(6) An extra employee sent to fill a vacancy on assignment tying up at a outside point will be required to protect such vacancy for six (6) calendar days, unless relieved prior thereto by the regularly assigned employee, whose vacancy he is filling, reporting for service, or if conductor's vacancy filled by emergency employ, by an extra conductor. An extra employee who has filled an assignment tying up at an outside point for six (6) calendar days or more will, upon request, be relieved; however, should layover day occur on sixty (6th) calendar day, such employee will, upon request, be relieved of the vacancy at the conclusion of the trip commenced the fifth (5th) calendar day. No employee will be relieved unless an extra employee is available from the proper extra board and request is made through officer for relief at outside points.

Under provisions of above rule, extra employees will be allowed deadhead mileage to outside assignments. However, if employees request relief as provided above they will not be allowed deadhead mileage returning to extra board.

NOTE: Exclusion, conductors see Article 17(r)

Outside vacancies are subject to provisions of Article 17(q) and employees above referred to will be subject to be relieved when vacancy filled in line therewith.

(See Appendix J)

NOTE: In the event an extra trainman sent to fill a vacancy on assignment tying up at outside point is subsequently used as an emergency conductor at that point, the combined service as brakeman and conductor will count toward the six (6) calendar day feature provided herein. The extra trainman if relieved by the regular conductor before the 6-day period will not return to the brakeman's assignment for which originally called, and will be relieved.

(Extra Conductors, refer to Article 20[a])

(d)(7)(a) Where an extra employee is used in freight service and deadheads from away-from-home terminal to home terminal on passenger grain for his own convenience, with turn following on some freight train, such employees are to be marked up on extra board at home terminal as per time of arrival instead of time of arrival of turn.

(d)(7)(b) Extra passenger conductors working or deadheading to home terminal from away-from-home terminal on the same train will take their turn at the home terminal the same as they stood at the away-from-home terminal with respect to each other.

(d)(8) When a promoted trainman working from the brakemen's extra board marks up on a vacancy as conductor, he loses his standing on the brakemen's board and when, by displacement or otherwise, he reverts back to brakemen's board he takes his position in line with Article 17(f-1).

(e)(1) Extra employees holding the turn of a regular employee when relieved will be marked up on the extra board in turn as per his arrival unless other employees arriving behind him have gotten out between the time of his arrival and the time relieved from the assignment, in which case he will be marked as first out.

(e)(2) Should a regular assigned employee, who arrives at his home terminal with an extra trainman be subsequently displaced, he will revert to the extra board behind the extra trainman.

(e)(3) If two regularly assigned brakemen give up outside assignment at the same time and after bids close a newly assigned employee reports for the job, the senior employee who had given up assignment should be relieved first.

(e)(4) Extra employees will not be required to protect more than one vacancy at a outlying point.

(e)(5) Employees displaced on their layover day will not be placed on the extra board until notified of displacement.

(e)(6) Conductors working on Third District Albuquerque Division Conductor's Extra Board between Winslow and Seligman who are called and used for turnaround service between Winslow and Williams Junction, will stand first out at Winslow after eight (8) hours of rest or after ten (10) hours of rest if legally required.

Conductors runaround for the purpose of complying with the provision of this agreement shall not be entitled to a runaround under the terms of Article 10.

It is understood that conductors entitled to be marked up first out after eight (8) hours having been used in turnaround service will notify the crew clerk in writing to this affect.

Conductors working on the Second District Albuquerque Division Conductor's Extra Board

between Winslow and Gallup who are called and used for turnaround service between Winslow and Cheto, will stand first out after eight (8) hours of rest of ten (10) hours of rest if legally required.

Conductors runaround for the purpose of complying with the provisions of this agreement shall not be entitled to a runaround under the terms of Article 10.

It is understood that conductors entitled to be marked first out after eight (8) hours after having been used in turnaround service will notify the crew clerk in writing to this effect.

(From Agreement dated February 10, 1976)

(e)(7) When extra brakemen are called from the Gallup extra board for service west of McCarty, inclusive, and where the mileage has not exceeded 150 miles, will, upon arrival and tie up at Gallup, be placed first out on the extra board after eight (8) hours from tie up in the same order, when called for service.

It is understood that this will not prevent them being used before eight (8) hours after arrival if their turn becomes first out, and further, that other trainmen who had arrived at Gallup ahead of such trainmen will not be entitled to runarounds under Article 10(g).

It is further understood that extra trainmen will advise the crew clerk in writing when they come under the provisions of the above.

(From Agreement dated January 2, 1975)

(f)(1) An extra employee who lays off, or misses a call, will not be marked on the board for twelve (12) hours from the time he lays off or misses a call. If an extra employee misses a call for outlying assignment or lays off, brakemen laying off, except at Richmond, less than four (4) hours in advance of the time his turn is called, and his turn is used on an outlying assignment, must remain off the extra board for 12 hours and when reporting, if the vacancy on the outside assignment still exists, must either go to that assignment or remain off the board until the extra employee sent in his place returns to the extra board. Any deadheading in either direction to be without expense to the Company, the deadhead to be paid to the employee he relieves.

*Interpretation: When a brakeman lays off more than four (4) hours in advance of the time his turn is called, he will not be required to relieve the employee taking his turn even though it is for an outlying assignment. If he lays off less than four (4) hours in advance he will be required when reporting for duty to relieve the employee protecting such outlying assignment if he reports for work before the vacancy that his turn stood to catch has been completed, without expense to the Company for his deadhead in either direction.

*EXAMPLE: If an extra brakeman lays off at 4:00 p.m., or prior thereto, and his turn, which stands to be called on duty at 8:00 p.m. is for outlying assignment, he will not be required to relieve the employee protecting the outlying assignment; however, if he lays off subsequent to 4:00 p.m., he will be required to protect the outside vacancy.

* When an extra brakeman at Calwa lays off or misses a call four (4) hours ahead of the call for the assignment for which he stood, he will be held off the brakemen's board for twenty-four (24) hours.

* If the call is for an outlying assignment or he lays off less than four (4) hours in advance of the time his turn is called and his turn is used on an outlying assignment, he
(See Next Page)

will be held off the extra board for twenty-four (24) hours, and when reporting, if the vacancy on the outside assignment still exists, must either go to that assignment or remain off the extra board until the extra board brakeman sent in his place returns to the extra board.

* Any deadheading in either direction is to be without expense to the Company, the deadhead to be paid to the brakeman he relieves.

*(f)(2) Paragraph (f)(1) is applicable when an extra brakeman takes his uniform out of service on call but is not applicable when an extra brakeman gives proper notice that he is taking his uniform out of service prior to being called.

(f)(3) At Winslow and (Needles) only, an extra trainman must take his uniform out of service upon arrival at home terminal, after which it will remain out until his next arrival at home terminal. Unless specifically authorized by the Trainmaster, a Needles extra trainman will be permitted to take his uniform out of service only once in each calendar month. When uniform is to be taken out of service, notice must be given on arrival at Needles and will be limited to one trip. Failure to handle in this manner will result in the provisions of paragraph (f)(1) being applicable to such trainman missing his proper turn for service off the extra board. An extra trainman must take his uniform out of service at the time he ties up at his home terminal and not at a later time after arrival. Also, in the event his uniform is still not available on his next arrival at his home terminal, he will have to again take his uniform out of service at the time of his arrival.

*(f)(4) When two extra brakemen are called off of extra board to fill the same outside assignment on same date and after being on assignment a regular employee reports, the senior employee will be relieved.

*(f)(5) Paragraph (f)(1) is applicable to the San Bernardino-Los Angeles freight assignment and Needles-Los Angeles brakemen passenger assignments, that to say such assignment are to be in the same category as an outside assignment in the application of this rule.

*(f)(6) Applicable at Needles only – Extra brakeman missing or laying off on call for a vacancy on a Needles to Los Angeles passenger assignment will not be permitted to work as brakeman until vacancy which he missed returns to Needles, and if still on brakemen's extra board, will be marked last out following the employee who filled the vacancy. While so held, he will be permitted to work such assignment until vacancy on the Needles to Los Angeles passenger assignment returns to Needles.

*(g)(1)(a) Employees in pool freight and unassigned service, and extra employees will be called first-in first-out except:

- (1) Crews will be established as a unit at the home terminal.

Crews arriving at away from terminals with one of the brakemen having excessive previous duty which would prevent him from making return trip, the numbered pool crew will be used in its turn filling the vacancy of the brakeman having excessive previous duty by brakeman standing behind that has time to make trip.

(Also applicable to conductor)

Upon returning to the home terminal the entire crew will return to their original position on their numbered pool.

In the event that during the trip the runaround en route rule comes into play the crew involved will be handled in accordance to pool number and not by conductor/brakeman-brakemen holding temporary position on that particular numbered pool.

***(b) AT BAKERSFIELD**

- (1) Brakemen freight pool assignments will be numbered consecutively, starting with pool No. 1 and continuing until all pools are numbered and placed on the Bakersfield board to correspond with identical numbered conductor freight pool assignments.

- (2) If a brakemen's pool assignment is separated from the corresponding number conductor pool at Bakersfield due to being unable to fill the brakemen's pool account of the extra board being exhausted, the crew will run as a unit to the away-from-home terminal and there will be handled under the provision of Article 10(g)(1).

- (3) On return to the home terminal the numbered brakemen's pool will be returned to the board to correspond with the identical numbered conductor pool. Runaround rule would not apply to other crews when crews regain their position as provided in this paragraph 3.

- (4) This agreement is not to be construed as waiving that provided in Article 10(g) when a brakemen freight pool, having no vacancies or one vacancy, is run around or when run around after being established as a crew unit. (From Agreement dated June 5, 1968)

***(g)(1)(c) SAN BERNARDINO**

- (1) Brakemen will be established as a unit at the home terminal.

(2) Brakemen arriving at away-from-home terminal with one of the brakemen having excessive previous duty, which would prevent him from making the return trip, the brakemen pool number will be used in its turn, filling the vacancy of the brakeman having excessive previous duty by the senior qualified brakeman on the following pool who has time to make a trip.

(3) Upon returning to the home terminal, the brakemen will return to their original position on their number pool.

(4) In event that during the trip the runaround en route rule comes into play, the numbered pool involved will be handled according to pool number and not by a brakeman holding a temporary position on that particular pool.

*(g)(1)(d) When a vacancy exists on a pool crew on which an extra employee is called to deadhead to the away-from-home terminal to fill a vacancy on an outlying assignment, the first out extra employee will be called to fill the vacancy on the pool crew and the second out employee to deadhead to fill the outlying assignment.

(From Agreement of August 16, 1976)

*(g)(1)(e) SECOND DISTRICT, ALBUQUERQUE DIVISION

(1) Two Pool Freight Turns to be established and will be known as the "Little Pool."

(2) This Little Pool will protect Trains 723 from Winslow to Gallup and Train 307 Gallup to Winslow daily, if available.

(3) Vacancies occurring in the Little Pool will be protected from the conductors and brakemen's extra boards at Winslow. (See Next Page)

(4) when the Little Pool crew arrives Gallup on Train 723, they will be required to have eight (8) hours rest before being subject for duty, unless an emergency exists. At the expiration of eight (8) hours, they will be placed first out and protect Little Pool service if available. Otherwise, they will protect service in the big pool.

If there is a demand for a Little Pool at Gallup and none is available, service will be protected by the big pool. In using the big pool crew to protect Train 307, it will be operated in its regular turn.

(From Agreement of December 11, 1975)

ALBUQUERQUE POOL AGREEMENT
August 25, 1992

Mr. A. G. Delyea, General Chairman
United Transportation Union
2110 East First Street, Suite 112
Santa Ana, California 92705-4095
116

Dear Sir:

This had reference to our discussion concerning improving the current Interdivisional Agreement of September 1, 1988, with respect to trains that operate between Winslow, AZ and Albuquerque, N.M. It is understood and agreed that this agreement will be placed in effect on a trial basis.

The current Interdivisional Agreement of September 1, 1988, remains in effect under the terms thereof, except as modified by the understanding and principles contained herein.

Designated Trains: The Superintendent and the local chairman of Locals Nos. 130 and 778 UTU will determine which train symbols such as 844-488, etc., will be removed from the Belen ID service and placed in this service.

This service will operate between Winslow, AZ and Albuquerque, N.M. as unassigned through freight service. Winslow is considered home terminal.

A sufficient number of unassigned conductor and brakemen pool freight turns to be designated by the local chairman and the Carrier will be established to be known as Albuquerque ID pools. To operate between Winslow/Albuquerque and between Albuquerque/Winslow.

Crews in this service will not trade trains unless in accordance with Nos. 9, 10, and/or 11, below they have become part of the Belen ID Pool.

Meal allowance Code 09 and Code 41, as applicable, for not eating en route will be allowed.

Held Away From Home Terminal

(a) Held away-from-home-terminal allowance will apply after sixteen (16) hours on a continuous basis.

If crews are not called at their away-from-home-terminal within twenty-four (24) hours, they will be deadheaded to Winslow by the first available means of transportation unless in accordance with Nos. 9, 10, and 11 below, they have become part of the Belen ID Pool.

Crews will be provided transportation to and from the Carrier's lodging facility and to eating facilities if they are over ½ miles from the lodging.

Crews will have the option of payment in lieu of lodging at the away-from-home-terminal

Crews will operate on a first-in first-out basis to prevent runarounds, subject to availability under the Hours of Service Law.

Penalty claims will not be entertained if a crew in the Albuquerque ID pool, after called for a trip to Albuquerque, are instructed to work in Belen.

Penalty claims will not be entertained if a crew in the Belen ID pool, after called for a trip to Belen,

are instructed to work into Albuquerque.

Pool crews handled under paragraphs 3 and 4 will take their turn on the pool board as per their arrival at Belen/Albuquerque and will be used in turn out of either of these terminals for return trip to Winslow.

This agreement will not prohibit deadheading crews in pool freight service from Belen to Albuquerque or Albuquerque to Belen at the discretion of the Company.

Crews going on duty at Albuquerque who are required to make multiple air hose couplings will be allowed payment of Code 13, air pay allowance.

QUESTIONS & ANSWERS

Q-1 Would an Albuquerque ID pool crew tied up at Belen, thus becoming part of the Belen ID pool, be eligible for Code 13 air pay allowance, if called on duty to combine service at Belen to protect a train in this service at Albuquerque?

A-1 Yes

Q-2 Do post 1985 trainmen get air pay in accordance with No. 13 at Albuquerque?

A-2 No

Q-3 Would a Belen Pool crew used at Albuquerque in this service get air pay in accordance with No. 13?

A-3 Yes

This agreement shall be on a trial basis for a period of sixty (60) days following which it will be subject to cancellation upon ten (10) days written notice by either party.

This Agreement shall become effective at 12:01 A.M. September 5, 1992

*(g)(1)(f) Pool crews who cannot be given their proper turn out of the away-from-home terminal because of previous duty will be marked up at the home terminal because of the previous duty will be marked up at the home terminal in the order in which they stood to be used out of the distant terminal upon arrival at the home terminal. This rule will not be applicable to pool crews runaround other than because of excessive previous duty under the Hour of Service Law or pool crews used in short turnaround service out of the distant terminal.

It will be the responsibility of the crew involved to furnish the crew clerk the proper information in writing and to request that the pool be restored to the order of standing that it stood to be used out of the distant terminal. The runaround rule is not applicable to the other crews when a pool crew regains their standing as provided under this Agreement.

If in the application of this rule, crews cannot be given their proper turn out of their terminal account

insufficient time to work or because one or more crews have already departed from home terminal, no further attempt is to be made to return crews to their proper standing in the pool under the provision of this rule.

It is understood the foregoing does not waive the provision of Article 10
(From Agreement of January 9, 1973)

(g)(2) An employee in the pool freight and unassigned service or an extra employee not called in turn will be allowed one basic day at the rate applicable to the service for which should have been called or time actually lost as a result of not being called in turn, whichever is greater, and remain first out but that only one such payment will be made for each 24-hour period.

Interpretation: Payments as outlined in the following items are made only once each 24-hour period, such period dating from the actual time the runaround occurs and continuing for a period of 24-hours thereafter or until the employee run around is called for service as either conductor or trainman, whichever occurs first. If more than one employee is run around, payments under this understanding will be made on the basis of the service for which each employee actually stood had the runaround not occurred.

If the employee used is called for a turnaround trip out of home terminal, the employee run around will be paid one (1) basic day if called before the trip is completed, and if called after the trip is completed, he will be paid the earnings of the trip.

NOTE: A turnaround trip under this paragraph is recognized to be a trip where pay is continuous from time on duty at the home terminal to tie up at home terminal.

(g)(2)(a) Where an employee run around is called before the employee used arrives at the opposing terminal, he will be paid one basic day.

(g)(2)(b) Where the employee used arrives and ties up at the opposing terminal before the time the employee run around is called on duty, the employee run around will be paid that earnings of the trip, computed from the time the employee used is called at the terminal until he is tied up at the opposing terminal.

(g)(2)(c) Where the employee used is called out of the opposing terminal for service to his home terminal but does not complete the trip before the employee run around is called on duty, the employee run around will be paid one basic day in addition to payment under Item (b).

(g)(2)(d) Where the employee called out of the terminal ties up at the home terminal the time the employee run around is called on duty, the employee run around will be paid the earnings of the entire round trip.

(g)(2)(e) Where the employee used makes a turnaround trip out of the away-from-home terminal and the employee run around is called before the completion of the turnaround trip, the employee run around will be paid one basic day in addition to payment made under Item (b).

(g)(2)(f) Where the employee used completes a turnaround trip at the away-from-home terminal the employee run around is called on duty, the employee run around will be paid the earnings of the turnaround trip in addition to payment made under Item (b).

(g)(2)(g) If payment accrues under Item (f) and the employee run around has not been called before the employee used is called on duty for the return trip to his home terminal, Item (c) or (d) will govern as to payment for the subsequent trip from the distant terminal to the home terminal.

Where subsequent 24-hour period is involved, the payment to the employee run around will be based on the earnings of the first employee called on duty after the beginning of the subsequent 24-hour period.

If a runaround occurs for a call for service on an outside assignment and deadhead and service are paid for separately.

(1) The employee used deadheads to the assignment but performs no service thereon before the employee runaround is called for other service, the employee run around will be paid one basic day or the deadhead allowance, whichever is the greater.

(2) The employee used deadheads to the assignment and performs service thereon but does not tie up before the employee run around is called for other service, the employee run around will be paid the deadhead allowance plus one basic day.

(3) The employee used deadheads to the assignment and completes a tour of duty thereon before the employee run around is called for other service, the employee run around will be paid the deadhead allowance and the earnings of the assignment for which he should have been called.

(4) The employee used deadheads to the assignment, completes a tour of duty thereon and deadheads back to this home terminal before the employee run around is called for other service, the employee run around will be paid the deadhead allowance to and from the assignment plus the earnings of the assignment.

(5) The employee used deadheads to the assignment, completes a tour of duty thereon and is called again for another tour of duty before
(See Next page)

the employee run around is called for other service, the employee run around will be paid the deadhead allowance, plus the earnings of the assignment, plus either an additional basic day for second tour of duty if started but not completed, or earning of the assignment if such is completed.

NOTE: In the event subsequent tours of duty are started or completed before the employee runaround is called for other service, for the start of each such tour of duty an additional basic day will be allowed. For the completion of each such tour of duty the earnings of the assignment will be allowed.

(g)(3) An employee in pool freight and unassigned service or an extra employee called but not run in turn when called for the same service for the same objective terminal and over the same route, will be allowed one-half basic day at the rate applicable to the service for which should have been called if less than four (4) hours elapse between the time of departure of the train on which he should have

120

been used; if more than four (4) hours elapse between such departure, a minimum basic day at the rate applicable to the class of service involved will be allowed.

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

(g)(4) As to paragraph (g)(3), the following will govern as to runarounds in the terminal involving, as the case may be, either a crew or an individual member thereof, for example:

The crew is called on duty at 11:40 a.m. and departs the terminal at 8:26 p.m. and in the meantime is run around by crews departing that terminal as follows:

2:40 p.m.

3:50 p.m.

4:25 p.m.

The runaround crew or member thereof eligible to participate, as the case may be, will be entitled to a payment of 50 miles on basis of the crew departing at 2:40 p.m.; 50 miles on basis of the crew departing at 3:50 p.m.; and 100 miles on basis of the crew departing at 4:25 p.m.

(See Next Page)

In computing allowance, it was recognized that the time element embodied in those rules would terminate at the time of each run around. Using the example aforementioned, the crew or the member thereof eligible to participate would start a new cycle at 2:40 p.m., another at 3:50 p.m., and another at 4:25 p.m.

(h) Crews used in work train or other service out of, and return to, the away-from-home terminal (having completed a day or trip) will not be called upon for similar service for second day or trip when other crews are available before having made an intermediate trip to home terminal. Crews runaround for the purpose of complying with provisions of this paragraph, shall not be entitled to compensation under the terms of the runaround agreement.

The company is not to be committed to any expense in carrying out the provisions of this Section (h). As illustrative; If the pool board at the away-from-home terminal stands A, B, C; A having made a short trip and returned to such point and having been in terminal, say twenty three (23) hours and stands to catch another short trip; B having been in terminal say seventeen (17) hours, B is called around A for the short trip. The previous arriving time of A and B will be reversed, i.e., B will be considered as having been in terminal twenty-three (23) hours and A seventeen (17).

When a pool crew has made a trip San Bernardino to San Diego, thence to Los Angeles, or other outlying point, or has made a trip San Bernardino to Los Angeles, thence to San Diego; or, has made a trip San Bernardino to Los Angeles, thence to the Harbor, they will not again be used to make a trip in similar in a definite direction for the home terminal, San Bernardino, of other chain gang crews are available for that service.

(i) If crew standing first out has had previous service without subsequent full period of rest under the hours of service rules, and crew further down on the crew board with less previous service, or more time to its credit is used, the former will be paid under the runaround provisions if the trip is actually made (from the time of going on duty until final release) in the same or less time than crew run around had to its credit at the time used went on duty, except as provided below in "Carded Passenger Service."

EXAMPLE: Crew A, B, and C. A has had eight (8) hours previous service, B has had six (6) hours, and C has had four (4) hours. C is used. If trip made by crew C consumes more than four (4) hours or less, pay crews A and B a runaround. If trip consumes more than six (6) hours, pay no runaround.

Carded Passenger Service: If the service for which called is carded passenger run, the time of the train as carded, plus thirty (30) minutes for possible delays, plus the preparatory time used on each particular district, plus the release time at final terminal, will be considered the time of the trip.

(See Example Next Page)

EXAMPLE: Crew stand A, B, and C. A has had eight (8) hours previous service, B has had six (6) hours, and C has had four (4) hours. Crew is wanted for carded passenger train and crew C is used. If carded time of the train plus 30 minutes for possible delays in addition to the preparatory time and final release time is four (4) hours or less, pay crew A and B a runaround. If carded time plus 30 minutes for possible delays in addition to preparatory time and final release time is more than four (4) hours but six (6) hours or less, pay B a run around. If more than six hours pay no runaround.

An employee returning to his crew after having been used in other service will come under the provisions of this paragraph.

The above will apply to swing men and/or extra brakemen.

The above rule, 10(i), will not apply to work train, local or road switcher service.

(j)(1) Except as otherwise provided, crews in pool freight or extra service will take turn on arrival at terminal as per arrival time at designated points, as recorded on train register by conductor, except when crews are required to perform service under Switching Rule at all terminals except Needles and Seligman for Needles crews or work train service within switching limits, their turn will then be from tie-up time. In passenger service, time will apply at station stop, except trains required to leave main track to head in yard the time will apply at switch leaving main track as recorded on train register by the conductor. If given their turn in accordance with the information shown on the register, the Carrier will not be penalized.

(j)(2) When extra employees deadhead on trains which do not stop at Calwa and the employee detrain at Fresno, they will be marked up on the extra board at Calwa as of the time the train passes Calwa.

(j)(3) Extra employees who are filling freight assignments tying up at Oakland and who are relieved on completion of trip at Oakland, due to regular employee reporting or displaced, will be marked up on Richmond extra board as per tie-up time at Oakland.

(j)(4) Extra employees working outside assignments tying up at Antioch or Pittsburg are relieved on completion of trip, due to regular man reporting or displaced, will be marked on the Richmond Extra Board as of the time trip completed. Agent or operator will notify crew clerk at Richmond time crew went off duty.

Extra employees who are not relieved on completion of trip at Oakland, Antioch or Pittsburg, due to regular employee reporting or displaced, and are relieved later, will be marked up on Richmond board as per time displaced.

Employees covered by this section will not be marked up on the board at Richmond until they either report by telephone, or personally to the Crew Clerk at Richmond that they will be available. If they do not report to Crew Clerk at Richmond within two hours after released or displaced at Oakland, Antioch, or Pittsburg, they will go on the extra board at Richmond at time of reporting.

(j)(5) Paragraph (3) and (4) are applicable to Los Angeles and San Bernardino extra boards, with respect to extra board employees relieved from outside points, and with the understanding that instead of agent or operator at outlying point reporting the time off duty, the employees will report their tie up direct to the crew forces by telephone and that Company telephone would not be used for this purpose.

If extra employees do not report to Crew Clerk at First Street or San Bernardino with two (2) hours after release or displaced they will go to the extra board at the time of reporting.

(j)(6) It is agreed that in the event a Los Angeles or a San Bernardino extra employee reverting to extra board following release from an outside assignment and report at the same time that another extra employee reaches the heading in switch, the extra employee reporting from outside assignment will stand ahead of the extra employee working into terminal. However, in the event the extra employee relieved from outside assignment does not report within the two (2) hour period he will be marked up at time he actually reports.

RUN AROUND EN ROUTE

(k)(1) In event that crew in pool freight, working in the same pool, departs from same terminal and goes to the same objective terminal over the same route, is runaround on the road, except as otherwise provided in paragraphs (a) and (b) hereunder, crew will take its turn in the order in which it departed the initial terminal. In the event the crew so runaround has insufficient time to work under the hours-of-service law, crew will be run in accordance of arrival, from the distant terminal, and regain its original position upon its arrival at the home terminal, and paragraph (i) of this article will not apply if crew not used account previous duty is given its proper turn out of the home terminal.

****AT WINSLOW ONLY:**

****** It is agreed: Article 10(k)(1) of the Conductors and Trainmen's Agreement will be applicable to ID pool freight crews operating between Winslow and Belen via Albuquerque and will be considered as operating over the same route as ID pool freight crews traversing between Winslow and Belen.

(From Agreement February 1, 1989)

***(k)(1)(a)** Los Angeles Division Valley–Pool freight crews will be permitted to gain their original position, one with the other, in line with the above referred to rule, regardless of whether they traverse over the Second or Third District between San Bernardino and Los Angeles.

In applying the rule over these routes, the trip from time called on duty at the initial terminal until arrival at the register at the same objective terminal will be considered as road movement in determining whether the crews are run around en route. Crews will continue to show their arrival time at the point designated in each yard so that their proper turn can be determined with respect to other crews that are not involved in the runaround en route. Paragraph (g) of this Article 10 will not be applicable to crews under the above.

The rule will not be applicable to crews run through Los Angeles on continuous time under provisions of Paragraph (j) of Article 2.

***(k)(1)(b)** Valley Division First District–Pool freight crews will be permitted to gain their original position, one with the other, in line with the above referred rule, regardless of the route traversed in the territory between Calwa and Bakersfield. That is to say, the rule will be made applicable regardless of whether the pool crews involved work over the First District, the Porterville District, the Visalia District, or a combination of any two districts.

INTERPRETATION OF 10(k)(1)

(1) While the rule does not provide for crew called out of San Bernardino on continuous time under the provisions of paragraph (j) of Article 2 regaining their proper turn upon return to San Bernardino when run around en route by other crews working on continuous time basis under Article 2(j) of the Agreements, I am agreeable to granting them the right to regain their original standing relative to each other on their return to San Bernardino.

(2) When pool crews are called at the terminal for work train service, the runaround en route rule will not apply and when a pool crew is called in work train service they will establish their turn as per their arrival. It is understood that if a pool freight crew should convert to work train service after departing the terminal, the runaround en route rule will be applicable.

(From Understanding of November 18, 1969 and January 21, 1972)

(k)(2) Crews running around other crews and crews which are runaround under the above shall, upon arrival at objective terminals, place notation on the register or otherwise notify crew clerk in writing, the crews they have run around or who have run

around them so that crew clerk may determine the order they are to be called. If given their turn in accordance with the information shown, the Carrier will not be penalized.

EXAMPLE 1: Crews stand “A,” “B,” “C” and depart from terminal in that order. “B” and “C” run around “A” en route. Crews will stand “A,” “B,” “C” at distant terminal.

EXAMPLE 2: Crew stand "A" and "B" at Los Angeles and crew "C" is at San Diego. Crew "A" and "B" depart Los Angeles in that order over the same route and "B" runs around "A" en route. Crews arrive San Bernardino "B," "C," "A." Crews will stand "A," "C," and "B."

EXAMPLE 3: Crews stand "A," "B," "C" and depart in that order from home terminal. Crew "D" is at distant terminal and is used in turnaround service out of that terminal. Crews "B" and "C" run around "A" en route and crews arrive at distant terminal in following order: "B," "D," "C," "A." Crews will stand "A," "D," "B," "C."

(k)(3) When crews are run around en route and cannot be given turn out of distant terminal on basis of departure from home terminal because of previous duty of one or more crews, they will be marked up at the home terminal in the order they stood to be used out of distant terminal, irrespective of whether a runaround is paid under Article 10(i).

If in the application of this rule, crews cannot be given their proper turn out of their home terminal account insufficient time to work or because one or more crews have already departed from home terminal, no further attempt is to be made to return crews to their proper standing in the pool under provisions of these paragraphs.

EXAMPLE 3 is to be applied where pool crews are used to relieve other pool crews tying up on the law. For example: "D" runs around "A," "B," "C" en route, after which is relieved by turnaround pool Crew "E" with Crew "D" deadheading. Crews arrive final terminal "D," "E," "A," "B," and "C." They should be marked up on board, "A," "E," "B," "C," "D."

NOTE: The above applies to proper turn of crews run around en route where, at the away-from-home terminal, they cannot be given their proper turn because of previous duty, and because of being involved with other crews at the away-from-home terminal who are not involved in the runaround en route rule, cannot be given their proper turn on arrival at the home terminal.

(k)(4) When side trip is in excess of seven (7) miles, the crew will not be considered as traveling over the same route, but where the side trip is less than seven (7) miles they will be considered as traveling over the same route and will be given their turn at the distant terminal on the basis of departure from the starting point.

(k)(5) The provisions of the rule are applicable only between crews in the same category, i.e.:

(a) Through crews working between Winslow and Seligman regardless of whether they pick up or set out their train at an intermediate point.

(b) Crews cut out at Ash Fork under provisions of Article 21, at which time Ash Fork becomes the away-from-home terminal for that particular trip.

(c) Crews in turnaround service Winslow to Ash Fork to Winslow.

When one or more crews run around another in the same category, then the provisions of the runaround en route rule will apply. The provisions of the runaround en route will not apply to any crew working in one category running around a crew working in another category and would revert to the first-in, first-out provisions of the schedule.

(k)(6) this Article 10(k) applies only to crews in pool freight service and does not apply to extra employees who were filling vacancies in pool freight service when they arrive at their home terminals, although it would apply to these employees at the away-from-home terminal on the basis of operating as a crew unit.

ARTICLE 11

REST

(a) Employees at home terminals, and after 8 hours chargeable to the Hours of Service Law, upon making written request on their arrival that they desire rest, will not be subject to call until fully rested. Employees not so indicating will be subject to call. This will not apply when other employees entitled to the service are not available.

(b) At away-from-home terminals employees, after continuous service of eleven (11) hours or more, shall upon written or telegraphic notice to trainmaster or superintendent, be entitled to eight (8) hours rest before they re called for service, except in case of wrecks, washouts, or other emergencies. Eight (8) hours rest means eight (8) hours in bed, one hour being allowed from the time of tie-up until rest begins.

ARTICLE 12

HOLIDAYS

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

(a) Each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays.

- | | | |
|-----------------------|----------------|------------------|
| New Years | Fourth of July | Thanksgiving Day |
| Washington's Birthday | Labor Day | Christmas Eve |
| Good Friday | Veterans' Day | Christmas Day |
| Decoration Day | | |

(See 1981 Article IV - Holidays - Revisions Listed Below)

Effective January 1, 1983, the national holiday provisions will be revised to add the day after Thanksgiving Day and to substitute New Year's Eve (the day before New Year's Day is observed) for Veterans Day.

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

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

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

(b) Any of the employees described in paragraph (a) hereof who work on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

(c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must

(See Next Page)

fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, canceled, or abolished, or regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the

holiday falls on the last day of an employee's work week, the first workday following his "days off" shall be considered the work day immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

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

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

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

(f) That part of all rules, agreements, practices or understandings which require that crew assignments of 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 (10) holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply.

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

(h) When one or more designated holidays fall during the vacation period 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 or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(i) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday.

(From National Agreement dated June 25, 1964; July 17, 1968
March 19, 1969; January 27, 1972; January 29, 1975; and
November 10, 1976

ARTICLE 13

INVESTIGATIONS AND DISCIPLINE

- (a) No train service employee shall be suspended or dismissed from the service of the Company without first having had a fair and impartial hearing and his guilt established, except in aggravated cases, such as serious collisions, however, such employee may accept dismissal or other discipline in writing and waive formal investigation. When an employee waives formal investigation and accepts discipline in writing, he will be advised of the discipline assessed. Investigations shall be held by held by the Superintendent or his representative and the party whose case is under consideration may be represented at such hearing by the Local Chairman or by employee of his choice.

Investigations will be held promptly but in any event not latter than fifteen (15) days from the date the Company has knowledge of occurrence of the incident to be investigated, except when a principal(s) being investigated or a material witness is unable to attend an investigation because of sickness, vacation or injury, the investigation may be deferred until such time as the principal(s) or material witness is able to attend the investigation.

**** (See Memorandum of Agreements below for Modifications to above)**

**** MEMORANDUM OF AGREEMENT** between The Atchison, Topeka and Santa Fe Railway Company and its employees on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:

The understanding of July 13, 1972 is cancelled, and the following will be placed into effect:

Formal investigation(s) will not be scheduled account of a personal injury(s) of an employee(s) unless the Carrier's normal preliminary investigation develops a substantial reason to believe that a violation of a specific operating or safety rule may have occurred which caused such injury.

This agreement shall become effective November 16, 1984.

Signed at Chicago, Illinois this 25th day of October, 1984.

****MEMORANDUM OF AGREEMENT** between The Atchison, Topeka and Santa Fe Railway Company and its employees on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:

The "fifteen (15)" days referred to in Article 13 (a) of the Conductors and Trainmen's Agreements and Article 24 (a) of the Yardmen's Agreement is amended to read "thirty (30)" days, and the following paragraph will be added thereto:

Investigations will not be scheduled on holidays, the day before a holiday, or the day after a holiday. If the end of the thirty-day period within which an investigation could be scheduled to commence falls on the day before the holiday, the holiday or the day after the holiday, said investigation will be held in advance thereof. This will not apply to scheduling of investigations beyond thirty (30) days as a result of postponement(s).

This agreement shall become effective November 16, 1984

Signed at Chicago, Illinois this 25 day of October, 1984

- (b) When a formal investigation is to be held the employee shall be given written notice as to the specific charge or of the case to be investigated sufficiently in advance of the time and place set for the investigation to afford him reasonable opportunity to arrange representation and for the attendance of any desired witnesses. A telegram will be considered a written notice. The Company will require the presence of all employees of whom the Company has knowledge whose testimony may be necessary to develop all of the essential facts. In fixing time at which investigation will be held due consideration will be given to the need of rest by employees.
- (c) All witnesses shall, after giving their testimony at any investigation unless excused, remain present during the continuance of such investigation, but no person or persons, other than the Company officials conducting the investigation and the representative of the employee whose case is under consideration and representatives of the Interstate Commission or State Railroad Commissions, or State Corporation Commissions shall be permitted to interrogate any train service employee or witness or otherwise take part in the investigation.
- (d) A train service employee disciplined as a result of formal investigation shall be informed of that fact within thirty (30) days after the investigation is completed, unless a longer time limit is mutually agreed to in specific cases.

- (e) True copy of investigation papers to be furnished to the employee under investigation or local chairman on request whenever train service employees are involved.
- (f) In case discipline is found to be unjust, train service employees who have been suspended or dismissed shall be reinstated and paid for all time lost.

- (g)** In the handling of appeals involving discipline matters, the following shall govern.
- (h) (1) (a)** When discipline has been assessed as a result of a formal investigation and the decision as rendered by the Company is not satisfactory to the employee, an appeal may be taken from that decision. The affected employee or his representative must make the appeal in writing to the Superintendent within sixty (60) days from the date of advice of the assessment of discipline to the employee.
- (g) (1) (b)** If the appeal is to be denied by the Superintendent, he must within thirty (30) days from date of such appeal, notify the employee and his representative, in writing, the appeal is denied.
- (g) (1) (c)** If the decision is not satisfactory to the affected employee or his representative, a request for conference may be initiated within thirty (30) days from the date of the decision of the Superintendent or appeal the claim within sixty (60) days to the General Manager who is the Carrier's highest officer of appeal for cases involving discipline.
- (g) (1) (d)** When a conference is held with the Superintendent, the sixty (60) days period for appeal to General Manager will start running as of the date Superintendent advises the employee and his representative in writing, the result of the conference.
- (g) (2)** If the appeal is to be denied by the General Manager, he must notify the General Chairman, in writing, within sixty (60) days of the date of the appeal, giving the reasons for such declination.
- (g) (3)** Decision by the General Manager shall be final and binding unless within eighteen (18) months from the date of said officer's written decision such claim is disposed of on the property or proceeding for the final disposition of the claim are instituted by the employee or his duly authorized representative and such officer is so notified. It is understood, however that the parties may, by agreement, in any particular case, extend the eighteen (18) months period herein referred to.
- Page 128
- (g) (4)** If the decision of the General Manager is not satisfactory, the General Chairman must request a conference with respect to the specific claim within the eighteen (18) month period referred to in paragraph (3). If the General Chairman requests in writing a conference within sixty (60) days of the date of the written decision of the General Manager, the eighteen (18) month period shall not commence until the date of the written decision of the General Manager following such conference.
- (g) (5)** With respect to appeals involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
- (g) (6)** If there is a failure to comply with the time limit provision of this agreement by either party, the matter shall be considered closed and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of either party for the handling of other similar discipline cases.

(g) (7) This agreement will not apply to requests for reinstatement on a leniency basis.

(From Memorandum of Agreement of April 13, 1977)

(h) Train service employees required by the Company to attend investigations and who suffer loss in earning attending investigations, will be reimbursed on the following basis:

(h) (1) Except as provided in Item (4) hereof, train service employees disciplined shall not be compensated for attending such investigations unless such discipline is found unjust.

(h) (2) Train service employees not disciplined, and who are not required to deadhead to or from the place where the investigation is held, will be reimbursed for any loss of earnings resulting from attendance at such investigation.

(h) (3) Train service employees not disciplined, and who are required to deadhead to or from the place where the investigation is held, will be compensated for loss of earnings or for deadheading, whichever is the greater.

(h) (4) Train service employees disciplined by reprimand or demerit marks only, and are required to deadhead to or from the place where the investigation is held, will be compensated for such deadheading.

(h) (5) No payment will be made for living expenses.

(h) (6) Loss of earnings shall be determined on the following basis:

(a) When assigned to regular runs or jobs, lost earnings shall be the earnings of their assignment on days not permitted to work thereon.

(b) When all members of a pool freight train crew are required to attend formal investigations, and their turn becomes first out and is due to depart while they are not available, the turn will be placed at the bottom of the board and following crew used. If the crew becomes available for service and goes on duty before the crew used in its stead returns to the terminal, lost earnings shall be the one way trip made by the substitute crew, if the substitute crew returns to the terminal before the crew attending the investigation becomes available for service and goes on duty, lost earnings of the substitute crew.

(c) If only one member of a pool freight train crew is required to attend a formal investigation, and his turn becomes first out and is due to depart while he is not available, the turn will be run with extra employee replacing employee held for the investigation, the latter to await return of the turn and lost earnings shall be the earnings of the extra employee used in his stead.

(d) Extra employees required to attend a formal investigation and who becomes first out and due for service while unavailable, will be removed from the board and paid a minimum day (at passenger rates for employees assigned to passenger extra boards, and through freight rates for all others) for each calendar day that they are held, and when

released will be placed at the bottom of the board.

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

(i) Train service employees who attend investigations at the request of the Company and not disciplined and who suffer no loss in earnings as a result of such attendance, will be paid on the minute basis at one-eight (1/8 th) of the daily rate applicable to the last service performed, for the actual time required to be in attendance at the investigation, the time to be computed from the time required to report for the investigation until released therefrom with a minimum of three (3) hours.

(j) No train service employee dismissed from the service will be reinstated after being out of service six months from date of dismissal unless such action is concurred in by the U.T.U. CT&Y Committee.

Page 130

ARTICLE 14

TERMINAL DELAY RULES

INITIAL TERMINAL DELAY

(a) PASSENGER

- (a) (1) Initial terminal delay shall be paid on a minute basis to train service employee in passenger service for all time in excess of thirty (30) minutes computed from the time of reporting for duty up to the time the train leaves the terminal (“terminal” means passenger station or other starting point from which the train actual departs), at one-eight (1/8 th) of the basic daily rate, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from initial terminal time under this rule.

Where mileage is allowed between the point of reporting and the point of departure, each mile so allowed will extend by three (3) minutes the thirty (30) minutes period after which initial terminal delay payment begins.

- (a) (2) When road overtime accrues during any trip or tour of duty, in on case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.
- (a) (3) When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

(b) FREIGHT

- (b) (1) Initial terminal delay shall be paid on a minute basis to train service employees in freight service for all time in excess of seventy-five (75) minutes computed from the time of reporting

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

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

In the event the train has started but is held before departure from the track in which first made up, initial delay will be continued until train finally clears that yard track.

(See next page)

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

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

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

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

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

FINAL TERMINAL DELAY

(c) PASSENGER

(c)(1) Final terminal delay will be paid for at pro rata rates on the minute basis until time of final release, computed from the time passenger train reaches passenger station, except where train is held out of passenger station, final terminal delay will be computed from time first stopped within yard limits in approaching passenger station.

(c)(2) As to trains entering Los Angeles Union Passenger Terminal, final terminal delay payments will commence at the time of first stop after leaving Broadway on the Second District and after First Street on the Third District.

(c)(3) With respect to icing of passenger trains on the inbound trip, it was agreed that payment would be made under the final terminal delay rules from the time of first stop after entering yard limits until the crew registers off duty, with the understanding that no payment would be made under the rules governing icing of cars as contained in Article 26.

(d) FREIGHT

(d)(1)(a) In road freight service, except an outlying points where switch engine is not employed and as otherwise provided in Section 4, 5, and 8 of this rule, final terminal

(See Next Page)

delay in excess of thirty minutes will be paid for the full delay at end of the trip at pro rata rates, regardless of mileage made thereon, on minute basis, from time of arrival at "designated point" or signal approach to same if stopped at such signal in final terminal until conductor of crew registers off duty on the hours of service register, provided that should a train, or trains, be stopped by a preceding train, or trains, standing or waiting at "designated point," or at the signal governing same, because of yard conditions final terminal delay for crew of such following train shall be computed from the time their train is first so stopped until crew is finally relieved from duty.

NOTE: The "designated point" in freight service is the switch used by the train in leaving main track at end of the crew's run.

(As Modified by 1985 National Contract See Below)

1985 ARTICLE V - FINAL TERMINAL DELAY - FREIGHT SERVICE

Section 1 - Computation of Time

In freight service all time, in excess of 60 minutes, computed from the time engine reaches switch, or signal governing same, used in entering final terminal yard track where train is to be yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided that if a train is deliberately delayed between last siding or station and such switch or signal the time held at such point will be added to any time calculated as final terminal delay.

Section 2 - Extension of Time

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

Section 3 - Payment Computation

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

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

(See Next Page for Note)

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

Section 4 - Multiple Trips

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

Section 5 - Exceptions

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

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

Section 6 - Local Freight Service

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

Effective Date and Exceptions to this Article

This Article shall become effective November 1, 1985 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

(d)(1)(b) The following switches are designated as heading-in switches in determining the start of final terminal delay, crews to indicate the heading-in switch that was used in entering the Barstow yard:

NEEDLES DISTRICT:

MP 743 + 3683' - Applies to trains using switch to Westward Receiving lead.

MP 746 + 4106' - Applies to trains leaving main tracks to enter through train inspection yard.

(d)(1)(b) The following switches are designated as heading-in switches in determining the start of final terminal delay, crews to indicate the heading-in switch that was used in entering the Barstow yard:

MOJAVE DISTRICT

MP 749-A + 4984' Main track connection to Receiving Yard Applies to trains yarded in receiving yard, and to trains held out of through train inspection yard account yard congestion.

MP 749 + 0093' Applies to trains leaving main tracks to enter through train inspection yard.

(d)(1)(b) The following switches are designated as heading-in switches in determining the start of final terminal delay, crews to indicate the heading-in switch that was used in entering the Barstow yard:

FIRST DISTRICT:

MP 4 + 1493' Applies to trains leaving main tracks to enter Receiving Yard.

MP 749 + 0093' Applies to trains leaving main tracks to enter through train inspection yard.

Trains stopped at controlled signal at the east end of the siding at Hinkley or at the west switch of the east power crossover located at MP 6 + 4749.7 feet near Lenwood or behind another train stopped at these points for reasons other than signal failure, final terminal delay time will be computed from the time the train is first stopped at these points.

When a train is stopped at the east end of the siding at Hinkley as outlined above, ten (10) minutes will be deducted from the terminal delay time to offset the normal running time from Hinkley to the designated switch. This deduction of ten (10) minutes is in lieu of the provision of Article 14 - Final Terminal Delay, paragraph (d)(2) and is applicable only to the Mojave District. (From Agreement of October 29, 1975)

(d)(2) Where mileage is allowed between the point where terminal delay starts to accrue and point of final release each mile so allowed will extend the 30 minutes period by 4.8 minutes per mile.

(d)(3) Final terminal delay computed as provided for in this rule shall be paid for on the minute basis at 1/8 of the basic daily rate according to class of service in addition to full mileage of the trip.

(d)(4) If arbitrary is made at final terminal under any rule, practice or interpretation there shall be no duplication of payments but whichever is greater shall be paid.

(d)(5) No payments will be made for final terminal after road overtime commences.

(d)(6) When a tour of duty is composed of a series of trips, final terminal delay will be computed only on the last trip of the tour of duty.

(d)(7) Payments for final terminal delay for train crews shall be on unit basis for conductors and brakemen comprising regular crew (including extra brakemen filling vacancy thereon) except that the time of head brakeman in delivering engine to roundhouse or designated track will continue until he reaches the hours of service register. Payment for final terminal delay to brakemen other than members of regular crew will stop when such brakemen register off duty.

(d)(8) This rule shall apply to road freight service except that it will not apply to crews paid on an hourly basis or to pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, snow plow, circus trains, road switchers (except when crews on such runs convert to local pay).

ARTICLE 15

EXPENSES AWAY FROM HOME

+(a) When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at terminal (including tie-up points named by assignment bulletins, or presently listed 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 equitable allowance in lieu thereof.

NOTE: The arrival time in the yard or the station, if passenger, or the train on which the crew deadheads would be the determining time for the start of the four-hour period under the meal and lodging provision.

(b)(1) In the application of Paragraph (a) of this Article 15, the following will govern.

When lodging is provided at the Carrier's expense, the following will govern.

(a) A single occupancy bedroom, bed to be equipped with innerspring mattress or equivalent, sufficient blankets with clean linens (sheets, pillow cases and towels), with wash basin in room if not located in attached bathroom. Adequate bathing and toilet facilities either accessible from within the bedroom or available on the same floor.

(b) The room shall be cooled or heated where climatic conditions normally require such cooling or heating.

(c) The bedroom, bathroom and toilet facilities shall be kept in a clean and sanitary condition.

(b)(2) Lodging, as specified in paragraph (1), will be provided at Carrier's expense at Los Angeles, Needles, and San Diego. Lodging will not be provided at Carrier's expense at any other location and in lieu thereof an allowance of \$5.00 will be paid to employees governed by this agreement who qualify under the agreement referred to above.

(As Amended January 20, 1973 and June 1, 1978)

(b)(3) For those employees desiring to secure sleeping accommodations uptown, the Carrier will provide transportation at Los Angeles between First Street and the agreed-to hotel between the hours of 12 Midnight and 5:00 a.m. and between Redondo Junction and the agreed-to hotel between the hours of 7:00 p.m. and 7:00 a.m., or when bus schedule are less frequent than 30 minute intervals. At San Diego the Carrier will provide transportation between 22nd Street and the agreed-to hotel.

(b)(4) The allowance provided for in paragraph (2) shall continue until suitable lodging, conforming to the standards set forth in paragraph (1) above, is provided by the Carrier.

In the event the organization, party to this agreement, desires that suitable lodging be furnished at Carrier's expense in the future in lieu of the allowance provided for in paragraph (2), at any or all locations, it will give notice in writing to the General Manager, whereupon the Carrier representative and General Chairman will, within thirty (30) days, endeavor to reach an agreement.

In the event the parties are unable to resolve the issue, same will be submitted to a Special Board of Adjustment, whose decision will be binding upon both parties.

(b)(5) The Carrier will be permitted to discontinue the present Reading Rooms at Gallup and Ash Fork, the Pullman and other cars used by trainmen for lounging and sleeping purposes at First Street, Los Angeles and sleeping rooms in old Harvey house at Bakersfield. In addition, the Carrier will be permitted to remove the cabooses now used for sleeping purposes at Riverbank as other facilities become available. A lounge and recreation room will be provided at First Street, Los Angeles in lieu of present cars referred to above.

Present recreational and Reading Room at Belen and Seligman will be continued and made available at reasonable rates, but compensatory to the Carrier's costs.

+ (b)(6)(a) when the Carrier ties up a road crew (except short turnaround passenger crews), or individual member thereof, at a terminal other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$2.75.

(As Amended August 25, 1978)

+ The meal allowance provided for in Article II, Section 2 of the June 25, 1964 National Agreement is increased from \$1.50 to \$2.75 (#), and additional \$2.75 (#) meal allowance will be provided after being held an additional 8 hours.

(From January 27, 1972 Mediation Agreement A08830)

+ (b)(6)(b) The outlying point must be 30 miles or more from home terminal limit of the location where the extra list from which called is maintained.

+ (b)(6)(c) Lodging or allowance in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one (1) tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

NOTE: Extra board employees shall be provided with lodging and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join, that is, the designated home terminal will be the designated terminal of the crew assignment.

(Paragraphs identified by (+) are taken from National Agreement dated June 25, 1964 and/or January 27, 1972)

PARKER

(d)*** In connection with request that suitable lodging be furnished at Carrier's expense at Parker in lieu of the allowance in Paragraph (2) of your various lodging agreements.

This is advice that effective 12:01 AM, January 17, 1966, suitable lodging will be provided at the
141

Corral Motel at Parker at the Carrier's expense. A bulletin notice will be issued at Barstow, Parker, and Phoenix today advising the men of this change.

In order to avoid unauthorized persons using the room, instructions are being issued that the men should secure a room slip from the Agent's office at Parker, which should be presented to the proprietor of the Motel when requesting the room.

(From Letter of Understanding of January 14, 1966)

RICHMOND AND CALWA

(e)(1) At away-from-home terminals the Carrier will provide suitable lodging or an allowance in lieu thereof as required in the current Lodging Agreements. Commencing on the effective date of this Agreement, Carrier will furnish suitable lodging to all employees here involved and continuing until July 1, 1972. Subsequent thereto each employee will have the choice of being furnished suitable lodging or an allowance in lieu made in writing not later than ten (10) days prior to July 1, 1972, and subject to change only on ten (10) days written notice prior to December 1 and June 1 of each year thereafter.

(e)(2) If place of lodging furnished by the Carrier and/or suitable eating place is over ½ mile from the on duty and off duty point, transportation will be furnished.

(e)(3) All crews who are entitled to transportation will be furnished transportation promptly, but no later than twenty (20) minutes after their tie up time, or the crew will be permitted to use commercial transportation and be reimbursed for same by the Carrier. Twenty (20) minute period provided for above will apply to the pick-up time of the first train crew member, however in no event will the last member of the train crew be picked up later than thirty (3) minutes after his tie-up or he will be permitted to use other commercial transportation.

(From Intradivisional Agreement of June 9, 1972)

BARSTOW BAKERSFIELD

(f)(1) Paragraph (2) of Memorandum of Agreement dated January 5, 1965, will be amended to provide that lodging, as specified in paragraph (1) thereof, will be provided at Carrier's expense at Barstow, Bakersfield, in addition to those points already agreed upon.

(f)(2) Omitted - [See Article 15(b)(2)].

(f)(3) Extra employees who are entitled to lodging within the meaning of the January 27, 1972 National Agreement will be given their choice of the allowance or lodging at all points or when they meet the requirements of that agreement.

The extra employee must request that lodging be provided at the time he is called for the service at the outlying point or it will be presumed he desires the allowance in lieu of lodging.

(f)(4) Those employees covered by paragraph (1) hereof (Barstow and Bakersfield) will have the choice of being furnished lodging or the allowance in lieu thereof, such choice to be made in writing not later than the effective date of this agreement, and subject to change only on ten (10) days' written notice prior to June 1 and December 1 of each year thereafter.

Those employees who have not made written election of their choice for any reason within the time stipulated will be furnished lodging.

(f)(5) Under the application of paragraph (1) hereof, Carrier will furnish lodging at the Caravan Inn at Bakersfield, with transportation being furnished between that facility and the on and off duty point.

#(f)(6) Under the application of paragraph (1) hereof, Carrier will furnish lodging at Barstow at the Cool Water Inn, with transportation being furnished between those facilities and the on and off duty point between the hours of 7:00 p.m. and 7:00 a.m. only.

(Insertions identified by (#) are taken from National Agreement dated August 25, 1978)

#(f)(7) It is further understood that lockers, restaurants and lounge facilities will remain in the Old Harvey House at Barstow until such time as other satisfactory arrangements are provided.

(From Memorandum of Agreement of January 20, 1973(#) as amended by Barstow Hump Yard Agreement of November 3, 1975)

(Insertion identified by (#) are taken from National Agreement dated August 25, 1978)

BARSTOW

(f)(8) Under the provisions of the Agreements effective January 20, 1973, providing for lodging to be furnished at Carrier's expense at Barstow. Transportation will be provided crews arriving and departing Barstow twenty-four (24) hours a day, seven (7) days a week to and from Terminal Office Building and designated motels. In addition, a trip to Morrison's apartment in both directions will be included. Employees occupying other accommodations will be picked up or dropped off at either Cool Water Inn or area of Morrison's Apartment provided the request is made at the time called and those employees must be available for pickup at Cool Water Inn fifteen (15) minutes in advance of the on-duty time and Morrison's Apartment ten (10) minutes ahead of on-duty time.

(From Barstow Hump Yard Agreement of November 3, 1975)

ASH FORK

(g) Requesting that suitable lodging be furnished at Ash Fork in lieu of a monetary allowance as provided in your respective lodging agreements for crews working on the Fourth (4th) District of the Albuquerque Division.

Arrangements have been made to furnish suitable lodging at Ash Fork at the Stage Coach Motel August 1, 1991 for all Fourth (4th) District crews tying up at Ash Fork for four (4) hours or more. Arrangements have also been made to furnish suitable lodging at Ash Fork at the Stagecoach Motel to crews assigned on the Third (3rd) District.

(From Letter of Understanding of July 26, 1991)

GALLUP

(h)(1) Paragraph (2) of Memorandum of Agreement, January 5, 1965, United Transportation Union (C&T) will be amended to provide that lodging, as specified in paragraph (1) thereof, will be provided at Carrier's expense at Gallup, in addition to those points already agreed upon.

(h)(2) Those employees covered by paragraph (1) hereof (Gallup) will have the choice of being furnished lodging or the allowance in lieu thereof, such choice to be made in writing not later than December 15, 1973, and subject to change only on ten (10) days' written notice prior to December 1st of each year thereafter, to become effective January 15th of each year. (See Next Page)

Those employees who have not made written election of their choice for any reason within the time stipulated will be furnished lodging.

(h)(3) Under the application of paragraph (1) hereof, Carrier will furnish lodging at the El Rancho Motel. Transportation will be furnished between that facility and the one and off duty point.

(h)(4) Those employees electing to accept an allowance in lieu of lodging will not be provided transportation.

(h)(5) All trailers or other lodging facilities located on Company property at Gallup shall be removed therefrom within (30) days after effective date of this Agreement.

(From Agreement of October 24, 1973)

RIVERBANK

(i) Serving notice of your desire that the Carrier furnish suitable lodging for all crews tying up at Riverbank, California, in lieu of the allowance that is presently being paid.

Your request were discussed in conference on December 14, 1973, and it was agreed that the Carrier would furnish lodging to all crews tying up at Riverbank, California and discontinue payment of the allowance presently being paid in lieu of furnishing lodging, effective January 1, 1974.

The Oakdale Motel at Oakdale, California will be designated for lodging of crews tying up at Riverbank, California.

It was also agreed that transportation would be furnished to and from the point of lodging at Oakdale, California.

(From Letter of Understanding of December 18, 1973)

WINSLOW

(j) This will confirm the verbal understanding reached with you that the Carrier will close the reading room facilities at Winslow on June 30, 1974 and that effective therewith that Carrier will furnish lodging facilities at the Econolodge (Freeway Inn).

(From Letter of Understanding of June 18, 1974)

SAN DIEGO

(k) In San Diego, employees will have the choice of being furnished lodging or the allowance in lieu

thereof, such choice to be in writing not later than the date of this Agreement, and subject to change only on ten (10) days written notice prior to June 1 and December 1 of each year thereafter.

(From Letter of Understanding May 31, 1977)

(l) At Needles, employees will have the choice of being furnished lodging or an allowance in lieu thereof, such choice to be in writing not later than April 15, 1978, and subject to change only on ten (10) days written notice prior to June 1 and December 1 of each year thereafter. Lodging provided at Royal Palms Motel.

(From Letter of Understanding May 31, 1977)

ALBUQUERQUE

(m) Suitable lodging will be provided at the Le Barron Inn at Albuquerque at the Carrier's expense for pool freight crews tying up at that point.

(From Letter of Understanding September 19, 1992)

ARTICLE 16

SENIORITY AND PROMOTION

(a) When additional conductors are needed, such employees will be taken from the ranks of brakemen and promoted to position of conductor in accordance with their seniority standing as brakemen on their respective seniority districts, dependent upon the faithful discharge of duties and capacity for increased responsibilities, provided they have had at least 60,000 regular road miles, exclusive of overtime and arbitrary miles, experience as a freight brakeman, including verified experience on foreign roads operating under American Railroad Association Standard rules and two (2) years of seniority on their current seniority districts. In that application of experience on foreign roads, a brakeman will be credited with 25,000 miles for each year of verified experience and 2,085 miles for each month of verified service where the verified experience is for less than one year.

NOTE: (1) In the application of the above, employees will be called up for promotion each year based on their total accumulated road freight miles as of December 31st of the preceding year.

Classes will be called up for promotion to conductor February of each Year.

(From Agreement of May 9, 1977)

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the United Transportation Union (CT&Y), Coast Lines:

IT IS AGREED:

Article 16(a) NOTE (1), second paragraph of Consolidated Conductors' and Trainmen's Agreements are amended to read:

“(1) Classes for promotion to Conductor will be held in April and October of each year.”

And new rule to provide:

Training Program for Promotion to Conductor

1. The Carrier will determine the content of and establish a training program to lend assistance to employees eligible for promotion to conductor. The program will consist of five (5) calendar days, the fifth (5th) day to be devoted to examination on the Operating Rules. During the first four (4) days the trainees will be appraised of their duties and

(See Next Page)

responsibilities as conductors and other matters of importance such as Timekeeping, Customer Service, requirements by Bureau of Explosives, Clerical Reports, Safety, Operating Bulletins, and Operating Rules.

NOTE: The Carrier will have the exclusive right to adjust the program subject matter by addition or deletion from that contained herein.

2. This Agreement will be applicable to brakemen who have not been promoted to Conductor as of

the effective date of this Agreement.

3. For attending the Program, an allowance of \$72.93 (rate effective January 1, 1981) per day for five (5) calendar days shall be paid the trainee regardless of assignment prior to subsequent to entry into the Program. This payment shall comprehend all time consumed in the training program. The allowance will be subject to adjustment commensurate with general basic wage increases granted to brakemen resulting from future National Agreements. The allowance shall be deducted for any day in the period the trainee is not available of his own volition. There shall be no claim for any time lost either prior to or subsequent to the training program which may result because of being unable to protect an assignment or turn.

4. Trainees will be eligible for lodging provided:

(1) The home terminal of a regular employee's assignment;

The location of the extra board, for an extra board employee;

The point where employee's residence is maintained; each exceed a thirty (30) mile radius from the location where the program is conducted. If any one of the above does not exceed the 30-mile radius, lodging will not be provided at Carrier expense.

5. Trainees entitled to lodging shall also be allowed \$9.50 per day meal allowance for each day in attendance at the training program.

6. Trainees entitled to lodging will be allowed the same rate per mile generally allowed other employees calculated by the most direct route to and from lodging, railroad, or highway, from the home terminal of their assignments or location of extra board to which attached, in the case of an extra man, to location where training program is conducted.

7. Trainees not entitled to lodging because the home terminal of the assignment, location of extra board to which attached, or point where their residence is maintained does not exceed 30 mile to the location where the training program is conducted will only be entitled to a meal allowance of \$3.00 per day for each day in attendance at the training program.

8.(a) Employees eligible for promotion to conductor shall be notified ninety (90) days prior to date the training program is to commence, such notification to indicate date program commences, location, and name of lodging facility.

(b) Those notified must complete and submit for correction conductor's written examination within sixty(60) days of notification. Failure to submit this written examination will result in the employee being held out of service without pay for time lost until the written examination is completed. Upon notification that the written examination has been checked and necessary correction(s) are required, the employee will arrange to make corrections prior to commencement of the program.

(c) Failure to submit a completed conductor's written examination including corrections before commencement of the program will,

- (1) Eliminate the candidate from that training program and
- (2) Be considered as first failure.

9. No employee will be eligible for notification to attend more than one training program for promotion to conductor and receive compensation benefits provided in this Agreement. An employee who failed to pass promotion examination under this Agreement or received a first failure under Section 8(c) hereof will be permitted to sit in on classroom instructions being given to other brakemen, but will not be compensated or allowed any expenses.

10. The General Chairman will be advised the name of any trainee who fails on first attempt and if because of taking but failing to pass the promotion examination, the area(s) in which he is deficient. The trainee will attend the next schedule promotion class, April or October.

11. Failure to satisfactorily pass the required examination on second attempt will result in application of Article 16(b) of the Conductor's and Trainmen's Agreements concerning failure on second attempt.

12. When an employee is notified, under Section 8(a) of this Agreement of date training program is to commence and the employee's attendance would prevent observance of schedule vacation period, the employee will advise whether he will observe the entire scheduled vacation period immediately preceding or following the training program.

13. If there is a need for conductors on a seniority district, employees may be required to stand promotion prior to completing the service requirements set forth in the current agreement.

Signed at Chicago, Illinois this 18th day of May, 1981

FOR THE ORGANIZATION
J. L. Easley

FOR THE CARRIER
J. L. Elterman

APPROVED
K. Levin

(2) All employees who meet the qualifications under the promotion rules under the Agreements will be scheduled to take examination for promotion to conductor in seniority order regardless of class of service in which working when class for promotion to conductor is held.

(From Agreement of April 21, 1975)

(3) Brakemen/Yardmen subject to promotion to Conductor or Engine Foreman required to take oral examination at other than their terminal point will be allowed deadhead mileage.

(From Agreement Effective June 1, 1978)

MEMORANDUM OF AGREEMENT

between

SANTA FE RAILWAY

and

UNITED TRANSPORTATION UNION (CT&Y)

Coast Lines

The Santa Fe Railway (hereinafter "Carrier") and the United Transportation Union representing the former Coast Lines (CT&Y) (hereinafter "UTU") recognizes the need to expedite the opportunity for conductor and foreman promotion and establish a formal training program for brakeman/helper. All agreement provisions in conflict with this agreement are superseded by this Agreement which will be referred to as the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program.

BRAKEMAN/HELPER TRAINING PROGRAM

AND

CONDUCTOR/FOREMAN PROMOTION PROGRAM

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

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

I. Attendance and Training Schedule

A. The Carrier will establish a training program schedule consisting of a maximum of six (6) days per week of training in orientation (week 1) and five (5) days per week of training in each week of classroom instruction. If, however, the schedule does not require attendance on a day or days of a calendar week, trainees at other than their home point will be permitted to return to their home point and back to the training point at their own expense.

Training days will be arranged as follows:

1. Orientation training days (week 1) will be scheduled by the instructor.
2. Classroom instruction training days will be scheduled not to exceed nine

hours, including one hour for lunch.

Except in cases of bonafide illness or injury, which must be verified by acceptable medical documentation, or other documented serious emergency situation, trainees must complete all scheduled days of training in each week of orientation and classroom instruction in order to meet the requirements of the training program and be eligible to establish seniority.

A trainee who, after starting the training program, is unable to continue due to a bonafide illness or injury, verified by acceptable medical documentation; proper leave of absence; or other documented serious emergency situation will not be regarded as having failed.

1. A trainee's failure to continue, will not serve to delay the establishment of seniority by other trainees in the class.
2. If a trainee in the Conductor/Foreman Promotion Program is unable to continue, the employee, upon return to active service, will mark up and work as a brakeman/helper until such time as classroom instruction is available.

Except in the case of extreme emergency if any qualified regular or extra train/yard service employee is available, trainees will not be used in other service prior to completion of the training program.

II. Expenses

If lodging and/or meals are not provided by the Carrier, trainees will be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom training as follows:

Lodging - Trainees will be eligible for lodging provided the employee's home point exceeds a thirty (30) mile radius from the location where the training program is conducted.

2. Meals

Trainees entitled to lodging will be allowed \$18.00 per day meal allowance for each day in attendance in the orientation and classroom portions of the training program unless lunch is provided by the Carrier. If lunch is provided, meal allowance will be \$12.00/day.

Trainees not entitled to lodging will be entitled to a meal allowance of \$6.00 per day for each day in attendance in the training program unless lunch is provided by the Carrier.

Meal allowances are subject to future general wages increases.

3. Travel

a. Trainees entitled to lodging will be allowed the same rate per mile generally allowed operating employees calculated by the most direct route to and from the lodging facility from the employee's home point to the location where the orientation or classroom training program is conducted.

During the one the job training portion of the training program, following the establishment of brakeman and helper seniority, trainees will be allowed expenses as provided for in the applicable UTU agreements.

III. Compensation

Employees hired after the effective date of this agreement will be compensated based on the following weekly rates subject to future wage increases:

\$400.00 per week for Field Orientation (1 week) and Classroom New Hire Instruction (1 week);

\$600.00 per week for On-the-Job Training as a Brakeman/Helper (6 weeks);

\$700.00 per week for all weeks in the Conductor/Foreman Promotion Program.

The weekly rate of pay will cover all time consumed in the training program. To receive the full rate, the trainee must be available a full six (6) days per week in orientation training and five (5) days in classroom instruction training. A trainee may not be absent without permission from the designated local supervisor or classroom instructor. One seventh (1/7th) of the weekly training rate will be deducted for each day in the calendar week a trainee is not available (including lay off from the brakeman/helper or conductor/foreman trainee boards), provided that no deduction will be made for days on which training is not scheduled.

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

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

When trainee(s) is on-the-job training are called to work, the trainee's ground service crew (conductor and brakeman if not conductor only or foreman and helper) will act as field instructors training the trainee in the proper performance of the duties of a brakeman or helper when involved

in the initial six (6) weeks of on-the-job training and as a conductor/foreman when involved in the three week on-the-job training for conductor under actual working conditions. The conductor or foreman will permit the trainee to perform the functions and duties of the job, including the preparation of the required reports.

Conductor and foreman field instructors will be required to complete trainee progress reports as directed.

The presence of a trainee in on-the-job training on a conductor only crew will not effect the conditions and restrictions of conductor only service.

A conductor/foreman instructing an on-the-job trainee will receive \$15.00 in addition to other earnings. A brakeman/helper or a ground crew instructing an on-the-job trainee will receive \$12.00 in addition to other earnings.

Instructor pay will not be considered a duplicate time payment and is subject to future wage increases.

Instructor pay will not be used to offset guarantee.

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

A. Brakeman/Helper Training Program:

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

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

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

B. Conductor/Foreman Promotion Program:

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

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

1 week: Classroom: Promotion examination at the end of week 1. An employee who passes establish conductor and foreman seniority in his relative standing as a brakeman/helper.

An employee who fails will receive 1 additional week of classroom instruction.

1 week: Classroom: Second week immediately following the first week for an employee who failed the first attempt at the promotion examination. An employee who fails the second attempt to pass promotion will automatically forfeit all seniority rights in train and yard service with the carrier and be removed from train and yard service.

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

A brakeman/helper trainee board will be established at the home terminal where trainees are in the first six (6) weeks segment of on-the-job training as brakemen/helpers. Trainees will rotate first-in, first-out subject to the provisions of V.C.3 below amongst themselves on a continuous basis during weeks of on-the-job training with a minimum of sixteen (16) hours off when tied up at their home terminal between trips in through freight. A minimum of sixteen (16) hours off will not apply when in on-the-job training in yard or assigned service, e.g., road switcher or local.

A conductor trainee board will be established at the home terminal where trainees are in the three (3) week segment of on-the-job training as conductors. Trainees will rotate first-in, first-out amongst themselves on a continuous basis during weeks of on-the-job training with a minimum of sixteen (16) hours off when tied up at their home terminal between trips in through freight. A minimum of sixteen (16) hours off will not apply when in on-the-job training in yard or assigned service, e.g., road switcher or local.

In order to insure that an employee in on-the-job training as a brakeman, helper, or conductor has an opportunity to train in various positions on the seniority district, board and yard runaround provisions will not apply to employees involved in the training program.

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

VI. Conductor/Engine Foreman Promotion & Establishment of Seniority

Following the effective date of this Agreement, train service employees will be assigned brakeman, helper, foreman and conductor seniority as follows:

1 At the end of the second (2nd) week of the Brakeman/helper Training Program, employees from the Carrier's nonoperating crafts will be ranked highest in potential seniority in a class of trainees based on the employees' number of years of continuous service with the
(See Next Page)

Carriers, followed by new employees from outside the Carrier with previous railroad experience in train and/or engine service who will be ranked amongst themselves based on each one's cumulative number of years of experience in train and/or engine service, followed by new employees from outside the Carrier with no train and/or engine service experience whose potential seniority order will be determined by drawing numbers, the trainee drawing the highest number will establish seniority ahead of the trainee drawing the next highest number and so on. Upon successfully completing the first 2 weeks of the Brakeman/Helper Training Program, employees will utilize this seniority ranking to establish brakeman and helper division and grand division seniority.

2. Upon successfully completing the Conductor/Foreman Promotion Program and passing the final examination, employees will be ranked in this order and establish division and grand division conductor and foreman seniority on the date of the final examination.

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

The UTU general chairman will be provided with the name, address, social security number, home point and seniority date when an employee establishes brakeman/helper seniority. The UTU general chairman will also be provided with the name, home point and conductor's seniority date when an employee is promoted to a conductor/foreman.

An employee who fails to pass the conductor/foreman promotion examination on the second (2nd) attempt as provided in the Conductor/Foreman Promotion Program will automatically forfeit all seniority rights in train and yard service with the carrier and be removed from train and yard service.

Questions & Answers

If the employee is in classroom or orientation training at other than the home point and there is no training on a given day, what expenses will the employee receive?
The employee will be provided lodging and meal allowances.

If a trainee is in a classroom portion of the instruction, can he be used in an emergency?
No.

August 29, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 First Street, Suite 112
Santa Ana, CA 92705-4095

Side Letter No. 1

Dear Sir:

In our meetings concerning the Memorandum of Agreement for the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program we discussed the particular circumstances of employees who are in service on the effective date of this agreement who were hired after October 31, 1985 who have never had the opportunity to be promoted to conductor and who are not promoted to a locomotive engineer or currently in locomotive engineer training. In order to promote these employees to conductor/foremen the following training and promotion program is agreed

upon.

TRAINING PROGRAM FORMAT

2 weeks On-the-Job Training: Working as a conductor.

1 week Classroom: Promotion examination at the end of week 1. An employee who passes establish division and grand division conductor and foreman seniority in his relative standing on the brakeman/helper seniority roster. An employee who fails will receive 1 additional week of classroom instruction.

1 week Classroom: Second week immediately following the first week for an employee who failed the first attempt at the promotion examination. An employee who passes on the second attempt establish division and grand division conductor and foreman seniority in his relative standing as brakeman/helper as though he had passed on the first attempt. An employee who fails the second attempt to pass promotion automatically forfeits all seniority in train and yard service.

The following provisions will apply to this training and promotion program:

1. Employees will be notified at least thirty (30) days in advance of the first day of the training program.
2. Study guides will be furnished at the time of notification.

3. Employees participating in this training and promotion program will be compensated at a weekly rate of \$725.00 subject to future general wage increase. The weekly rate of pay will cover all time consumed in the training program. To receive the full rate, the trainee must be available a full five days per week in the classroom instruction training. A trainee may not be absent without permission from the designated local supervisor or classroom instructor. One-seventh of the weekly training rate will be deducted for each day in the calendar week a trainee is not available (including lay off from the conductor trainee board), provided that no deduction will be made for days on which training is not scheduled.

4. If lodging and/or meals are not provided by the Carrier, trainees will be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred while engaged in classroom training as follows:

- a. Lodging: Trainees will be eligible for lodging provided:

The home point of a regular employee's assignment or
The location of the extra board, for an extra board employee exceeds a thirty (30) mile radius from the location where the training program is conducted.

- b. Meals

(1) Trainees entitled to lodging will be allowed \$18.00 per day meal allowance for each day in attendance in classroom training unless lunch is provided by the Carrier. If lunch is provided, meal allowance will be \$12.00/day.

(2) Trainees not entitled to lodging will be entitled to a meal allowance of \$6.00 per day for each day in attendance in the training program unless lunch is provided by the Carrier.

(3) Meal allowances are subject to future general wage increases.

c. Travel

(1) Trainees entitled to lodging will be allowed the same rate per mile generally allowed operating employees calculated by the most direct route to and from the lodging facility from the home point of a regular employee's assignment or extra board location to the location where the classroom training program is conducted.

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

5. A conductor trainee board will be established at the home terminal where trainees are in the two week segment of on-the-job training as conductors. Trainees will rotate first-in, first -out amongst themselves on a continuous basis during weeks of on-the-job training with a minimum of sixteen (16) hours off when tied up at their home terminal between trips in through freight. A minimum of sixteen (16) hours will not apply when in on-the-job training in assigned service, e.g., road switcher or local.

6. In order to insure that an employee in on-the-job training as a conductor has an opportunity to train in various positions on the seniority district, board, and yard runaround provisions will not apply to employees involved in the training program.

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

8. If a trainee is used in the case of emergency service and a brakeman/helper while participating in this training and promotion program, the employee will be compensated for service and deadhead performed in addition to the weekly rate payable to pre November 1, 1985 employee.

9. Employees not available to go through this training and promotion program due to a bone fide illness, authorized leave of absence, or other serious emergency situation verified by acceptable documentation; or employees who are dismissed and later reinstated, who upon return to active service, successfully pass the promotion at the first opportunity will establish seniority as though they had been available and had passed the examination.

(From Agreement November 1994)

August 29, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 First Street, Suite 112
Santa Ana, CA 92705-4095

Side Letter No. 2

Dear Sir:

The following provisions prescribed how conductor/foreman seniority is established for certain employees who are currently in engineer training or have already completed engineer training and have not yet established conductor/foreman seniority.

An employee who became a locomotive engineer after October 31, 1985 or who is currently in engineer training who had not been promoted to a conductor/foreman will be considered as having parsed conductor and foreman promotion but will not be able to exercise conductor or foreman(if not already promoted to an engine foreman) seniority until employees in hire/promotion class are afforded the opportunity to take conductor/foreman training and promotion. At that time, the promoted engineer will not be required to take the conductor promotion examination but will be assigned conductor's seniority in relative standing based on his brakeman's seniority date.

Should a promoted engineer who is assigned conductor's seniority under this side letter return to ground service, he will be required to go through the first three weeks of the training program format for current employees as outlined in Side Letter No. 1 except that he will not be required to take or pass the conductor's promotion examination at the end of the third (3rd) week and will, therefore, will not take the fourth (4th) week of training outlined in Side Letter No. 1. All other provisions of Side Letter No. 1 will apply to employees in this three (3) week conductor training program.

Please signify your agreement by signing below.

Yours truly,
John J. Fleps
Vice President Labor Relations

Agreed:
General Chairman, UTU (CT&Y)

August 29, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 First Street, Suite 112
Santa Ana, CA 92705-4095
157

Side Letter No. 3

Dear Sir:

This is to confirm our understanding in connection with health care benefits for train service employees who are suspended and their dependents.

We agree that when an employee represented by your committee is suspended, the Carrier will continue to pay the premiums normally required of it to the appropriate insurance provider(s) so that the suspended employee and his dependents may retain health care coverage during the period of the suspension to the same extent which would be so if the employee were still in service.

August 29, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 First Street, Suite 112
Santa Ana, CA 92705-4095

Side Letter No. 4

Dear Sir:

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

1. A trainmen in through freight tying up at home terminal, who accumulated at least eight (8) consecutive hours chargeable to the Hours of Service Law, including continuous time trips of eight (8) hours or more, may request to have prior to his next trip fourteen (14) hours of rest at home terminal as long as allowing additional rest will not delay trains.
2. A trainman requesting additional rest must do so to the crew technician at the time of tie-up.
3. A tie-up granted by the crew technician under this agreement cannot later be revoked by the employee or taken away by the Carrier and must be for 14 hours.
4. When a tie-up is granted under this agreement following trainmen will without penalty be run around the trainman tying up for rest.
5. A trainman tied up for additional rest under this agreement will not be considered as having missed a call if called outside of the regular calling time for 14 hours rest.

August 29, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 First Street, Suite 112
Santa Ana, CA 92705-4095

Side Letter No. 5

Dear Sir:

If the following accurately reflects what we agreed to in our discussions in connection with the UTU Brakeman/Helper Training Program and Conductor/Foreman Promotion Program between the parties dated, please signify by signing below.

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

NOTE: In connection with the above, death of a half-brother, half-sister, stepbrother, stepsister, stepparents, or stepchildren would entitle an employee to bereavement leave. This rule is also applicable to a family relationship through the legal adoption process.

In such cases, three (3) minimum days' pay at the rate of the last service rendered will be allowed for the three (3) days following date of death provided an employee is off on those days. An employee need not have stood to work on one or more of the days in order to receive bereavement leave pay.

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

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

August 29, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 First Street, Suite 112
Santa Ana, CA 92705-4095

Side Letter No. 6

Dear Sir:

This is to confirm our understanding in connection with jury duty for train service employees.

ARTICLE XIII - Jury Duty

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

(1) A trainman must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

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

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

August 30, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 First Street, Suite 112
Santa Ana, CA 92705-4095

Side Letter No. 7

Dear Sir:

The following provisions prescribe how trainmen will be able to float vacations. Conductors, brakemen, and yard men entitled to two (2) or more weeks vacation, whether assigned to take their entire vacation in one period or split in to two (2) periods, may, at any time prior to the assigned starting time of their vacation period(s), request do lay off and count one or two week(s) of such layoff time as the beginning or concluding portion of their assigned vacation. If an employee has scheduled a split vacation, the float will be taken from the beginning or concluding portion of the nearest unobserved split period. Such requests must be in writing and present prior to time of lay off. It will be the responsibility of the individual to notify the crew clerk in writing prior to the start of his assigned vacation that he has previously taken one (1) or two (2) week(s) of his vacation. Such layoff and float will be permitted only when, in the opinion of the Management, relief can be afforded. This will permit an employee to possibly take vacation in five (5) separate week increments.

Also, the Carrier will grant the float of vacations provided that there are sufficient employees to protect the service.

The provisions of this Side Letter will take effect beginning January 1, 1995.

August 30, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 First Street, Suite 112
Santa Ana, CA 92705-4095

Side Letter No. 8

Dear Sir:

This will confirm our understanding in connection with the Brakeman/Helper Training Program that upon implementation of the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program Agreement the probationary period for new ground service employees will be eight (8) calendar weeks instead of ninety (90) calendar days in order to be consistent with the format of the training program.

August 30, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 First Street, Suite 112
Santa Ana, CA 92705-4095

Side Letter No. 9

Dear Sir:

The following will confirm our understanding in connection with calling employees to attend classes provided for in the Operating Department Mandatory Rules Class Agreement and this Retraining Program Agreement:

The Carrier will schedule classes.

The Carrier's representative will schedule ground service employees no later than 10:00 p.m. the day before the class begins to attend classes on a particular date and the employee will be obligated to attend such class or secure permission to be absent. Employees will not be required to attend rules classes during their assigned vacation period nor will they be required to attend when they are already laying off or on assigned rest day.

Ground service employees may volunteer to attend classes are scheduled by contacting the Crew Technician.

All other provisions of Operating Department Mandatory Rules Class Agreement and the Retraining Program Agreement remain intact.

August 30, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 First Street, Suite 112
Santa Ana, CA 92705-4095

Side Letter No. 10

Dear Sir:

This confirms our understanding in connection with anniversary dates for purposes of vacation entitlement.

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

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Yours truly,

John J. Fleps
Vice President - Labor Relations

Agreed
J. F. Holden
General Chairman, UTU (CT&Y)

January 4, 1995

File No. BX-0-22

LOCAL CHAIRMEN
AND SECRETARIES
UNITED TRANSPORTATION UNION
ALL LOCALS
SANTA FE, COAST LINES

Dear Sirs and Brothers:

The following Board Codes will be used for the New Hire employees, and the Side Letter No. 1 and Side Letter No. 2 employees for Brakeman/Helper Training Program and Conductor/Foreman Promotion Program.

Board No. 75 will show the location of New Hire brakemen

Board No. 76 will show the location of employees starting conductor training.

Board No. 77 will show the on-the-job training location for Side Letter No. 1 and Side Letter No. 2 employees.

Please let us know if you have any questions.

Fraternally yours
John F. Holden
General Chairman

March 24, 1995

Files Nos. BX-16-T and BX-MGT

LOCAL CHAIRMEN
SECRETARIES AND TREASURERS
UNITED TRANSPORTATION UNION
ALL LOCALS
SANTA FE, COAST LINES

Dear Sirs and Brothers:

I am writing to you in regard to Side Letter No. 1 of the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program that was effective November 22, 1994.

A copy of a letter dated March 8, 1995, from Director of Labor Relations Milton H. Siegel is attached for your review and files that further confirms our members who were employed prior to November 22, 1994 and passed the required examination for promotion will establish Division and Grand Division Conductor and Foreman seniority in his/her relative standing on the Brakeman/Helper Seniority Rosters ahead of employees hired after November 22, 1994.

Please contact our office for further assistance if you have any Questions.

Fraternally yours,
John F. Holden
General Chairman

March 8, 199
47-1690
43-2000-70-3

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

I am writing to confirm our discussions related to the establishment of seniority as a conductor/foreman for any employee who is promoted under the provisions of Side Letter No. 1 of our November 27, 1994 agreement.

While I believe that Side Letter No. 1 is clear as concerns the establishment of seniority as a conductor/foreman, I will reiterate my understanding. An employee who passes the promotion examination (either the first promotion examination or the second, if necessary) will establish division and grand division conductor and foreman seniority in his relative standing on the brakeman/helper seniority rosters behind all train service employees who were promoted to conductor before November 27, 1994. So it is irrelevant when an employee takes Side Letter No. 1 promotion. If an employee passes the promotion examination, he/she will retain his/her relative standing on the seniority rosters.

Yours truly,
Milton H. Siegele, Jr.
Director - Labor Relations

Subject: New Hire Seniority

File No. 47-2000-40

Following is the manner in which seniority should be established for new train and yard service employees.

First in establishing seniority in a class of new train/yard service employees will go to non-operating department employees currently working on the Santa Fe who have transferred into train service. If there is more than one non-op employee in a class of new train and yard service employees, the non-op employees will establish seniority ranking amongst each other based on each ones total number of years of continuous Santa Fe service.

Second in establishing seniority will be new employees hired off the street who have prior train yard and/or engine service experience on Santa Fe or another railroad. If there is more than one of these employees in a class of new train and yard service employees, they will be ranked amongst each other based on each ones total accumulated time in train, yard, and/or engine service prior to being hired or rehired by Santa Fe.

New employees hired off the street who have no prior railroad experience in train, yard, and/or engine service will draw straws to determine seniority ranking following those new employees with prior railroad experience.

Once their relative standing has been established and the new employees in train and yard service have completed their training they will go to the board based on this relative standing determined as outlined above.

In order to prevent the problems that arise in determining grand division seniority when there is more than one class of trainees on a former grand division, the classes for trainees should be arranged so that they do not graduate and establish seniority on the same day. This will prevent disputes as to which class establishes grand division seniority first.

If you have any questions concerning this process, please contact the Regional Manager - Labor Relations on your territory.

John J. Fleps

April 27, 1995
42-2200-60

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
169

2110 First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

I write concerning our discussion about train and yard service employees who, rather than be furloughed on their current seniority district exercise their Coast Lines seniority in order to continue to work and, in particular, the predicament caused when a class of locomotive engineer trainees called up on the new seniority district and based on seniority the transferred employee would be required to accept locomotive engineer training. Following is our understanding in this regard:

A Post October 31, 1985 train or yard service employee who has transferred under Coast Lines seniority to a new seniority district for the sole purpose of continuing to work and not be furloughed on the prior seniority district will not be required to accept locomotive engineer training on the new seniority district provided that the employee has a request in to return to the prior seniority district when seniority permits. The employee who would have otherwise been required to accept locomotive training must return to the prior seniority district when seniority permits. If an employee who has transferred under these circumstances chooses to enter the locomotive engineer training program at the new location, the employee may do so.

It is understood that this will only apply to employees who would have otherwise been furloughed and not to employees who under non-furloughed circumstances exercise Coast Lines seniority.

If you are in agreement, please signify by signing in the space provided below.

Respectfully,
Marka L. Hughes
Director - Labor Relations

AGREED:
John F. Holden
General Chairman, CY&Y

April 27, 1995

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

I write to confirm our conversation regarding Article XIII, Section 4(3) of the United Transportation
170

Union 1985 National Agreement concerning train service employees establishing seniority after October 31, 1985 taking engine service assignments and specifically how post October 1985 train service employees go into engine service training. The following interpretation of this section of Article XIII will apply to the Old Albuquerque Division seniority district train service employees going into engine service training at Phoenix, Winslow, and Belen west:

When a class of engine service trainees is scheduled for Phoenix, Winslow, or Belen west, post 1985 train service employees working on the Old Albuquerque Division seniority districts will be canvassed in seniority order to fill the class. Once an employee has turned down the scheduled class, he must declare a preference from the other two (2) locations on this trainmen's seniority district. This declaration is irrevocable on this trainmen's seniority district.

After having canvassed all post 1985 train service employees on the seniority district, if there are insufficient post 1985 train service employees to fill the engineer training class, the senior post 1985 train service employee on the district will be required to accept engineer training in the class or forfeit all train service seniority, in line with Article XIII, Section 4(4) of the United Transportation 1985 National Agreement.

If the above correctly outline our understanding in this regard, please signify by signing in the space provided below and it will become effective at 12:01 a.m., April 29, 1995.

April 27, 1995

Mr. J. F. Holden
General Chairman
United Transportation Union
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

Dear Sir:

The following questions and answers apply to the letter of understanding effective April 29, 1995 concerning the application of Article XIII, Section 4(30) of the United Transportation Union 1985 National Agreement.

Q1) If a trainman turns down the opportunity to go into engine service class when canvassed, is he required to declare a preference from amongst the remaining locations for engine service training on his trainmen's seniority district?

A1) Yes

Q2) Once a declaration is made by a trainman, will he be canvassed again for engine service training on his trainmen's seniority district?

A2) No. He will either go into engine service training at his declared location of preference when vacancies occur at that location based on his relative seniority standing or be required to accept engineer training at a location other than the one preferred. The later outcome will occur if there are vacancies for engineer training in a class and there are not enough trainmen on the trainmen's seniority district who have elected to go into engineer training at that location, which will result in the senior trainman on the district being required to go into engineer training at that location or forfeit all train service seniority.

Q3) It is possible that a trainman could turn down an opportunity to be in an engine service training class at a location and then be required, based on relative seniority standing, to accept engine service training at that location in a subsequent class, thereby having a lower engineer's seniority date?

A3) Yes. For example: there is an engineer's class called for Winslow and when canvassed the engineer declares himself for Belen west. Other trainmen accept training at Winslow and that particular class is filled. Six months later, another class is called for Winslow, but there are not enough trainmen on the seniority district who accept engine service training to fill

(See Next Page)

the class at Winslow. The senior trainman will be required to accept engineer training at Winslow or forfeit all trainmen's seniority. When he completes training in the class which he was required to enter at Winslow, his seniority date will be six (6) months later than it would have been had he gone into the previous class at Winslow when first canvassed.

Q4) Does this understanding effect the stay at home provisions of the Coast Lines Seniority Agreement? In other words, will a trainman be canvassed to go into engine service training off of

his current trainmen's seniority district?

A4) No. This understanding applies only to a trainmen's current trainmen's seniority district.

Memorandum of Agreement between The Atchison, Topeka and Santa Fe Railway Company (AT&SF) and the United Transportation Union (CT&Y).

In connection with the Brakeman and Switchman Training and Conductor and Engine Foreman Promotion Agreement dated November 22, 1994, Santa Fe may use employees represented by the United Transportation Union (CT&Y) General Committee as instructors to augment the classroom training described in the Agreement including side Letters No. 1 and 2 done by exempt employees.

The carrier will determine if employees represented by the UTU are necessary to augment this training. If the carrier elects to use employees represented by UTU to augment this training, all determinations related to this use will be made by the carrier.

When the carrier elects to use union represented employees as instructors, the instructor positions will be advertised and union represented employees used as instructors will be selected by management from applications received.

Santa Fe will notify the General Chairman of the name and home terminal of each employee selected as an instructor.

Employees selected as instructors will only be used as instructors on their respective grand divisions.

When used as an instructor, an employee will be paid the combination guaranteed extra board rate for each day he is off from his regular assignment serving as an instructor, plus appropriate expenses.

This agreement is entered into on a without prejudice basis, and it does not establish any right whatsoever for employees represented by the UTU to any instructor position.

This agreement will become effective November 23, 1994, and will remain in effect subject to 30 days notice of cancellation by either party.

(b) All brakemen who are to be promoted to position of conductor will be examined by the superintendent or his authorized representative.

Brakemen failing to pass satisfactory examination shall forfeit his right of promotion for a period of six (6) months, but will retain his rights as brakeman. Brakeman failing to pass a second examination for promotion shall, at the discretion to the superintendent, be dismissed or assigned to other service.

Employees with prior right yardman's seniority who fail to pass second examination will forfeit their road seniority and will be restricted to yard service.

(c) Brakemen passing the required examination in the same class shall establish seniority as conductor as of the date of examination in conformity with their standing on the brakemen's seniority list, except that when a brakeman is prevented from taking examination in his turn by reason of the requirements of the Company's service, by sickness, dismissed, and later reinstated, or by other proper leave of absence, he shall, upon his return, be immediately called and required to take examination and if he then passes shall hold the same relative standing on the conductor's seniority roster as he held on the brakemen's roster.

Brakemen working out of Needles will not be required to fill out Southern Pacific book of operating rules or submit themselves for oral examination on Southern Pacific operating rules except that when such brakemen are required to actually perform service between Mojave and Bakersfield, then they will be expected to qualify for such service.

Brakemen who are called up for promotion to position of conductor at Needles to work on the Kingman or Needles Districts will not be required to fill out Southern Pacific Book on Operating Rules (known as Conductor's Book), nor will they be required to submit themselves for any oral examination on Southern Pacific operating rules, except when such men are required to actually perform service as conductor between Mojave and Bakersfield.

All brakemen working out of Calwa on the First and Second Districts, who are promoted in the same class will take the Southern Pacific examination for conductors within thirty (30) days from the date they are notified by the Santa Fe that they have passed a satisfactory examination for conductor. If they fail to present themselves to take the Southern Pacific examination for conductor in this thirty (30) day period, they will forfeit their rights to take this examination for a period of six (6) months. This, of course, will not deprive them of any rights provided in the respective schedules due to sickness or other proper leave of absence.

If at any time a situation should arise, on any of the respective seniority districts, whereby the number of extra conductors is not sufficient by reason of all such employees being used as extra conductors to such an extent that a shortage of extra conductors exists that would result in danger or the Company not having such service protected and there are no brakemen on the brakemen's seniority roster that can qualify for position of conductor because of not having 60,000 regular road miles, exclusive of overtime and arbitrary miles as is provided for in paragraph (a) of this Article, and because of such it is necessary to employ additional brakemen that have had the necessary experience for the purpose of being promoted to the position of conductor without delay, then such men will establish their date as conductor on the date of examination and such as have not established date as a brakeman will establish date as such corresponding with their date as conductor.

Brakemen acquiring yard rights under provision of this agreement must have 25,000 regular miles, exclusive of overtime and arbitrary miles in the aggregate as yard helper before eligible for promotion to engine foreman. Yardmen, acquiring road rights under the provisions of this agreement, must have 60,000 regular road miles, exclusive of overtime and arbitrary miles, in the aggregate inroad freight service before eligible for promotion to a higher grade of road service.

Nothing in this Article will operate to prevent a conductor from holding a position as brakeman in conformity with his seniority as such.

Brakemen will take their seniority from the date they enter the service as brakeman, or as provided by dual seniority provisions.

(e) Where two or more brakemen are employed on same date they shall be marked up on extra board in the order in which they are OK'D for service.

NOTE: When brakemen hold division seniority and two (2) or more extra boards are maintained, brakemen hired at one point and after being marked on the board and before performing compensated service one or more of such men are transferred to another board, such men transferred will be given the same seniority rank with respect to brakemen on the board when first marked up as they would have held had they not been transferred to the other board.

(f) Conductors and/or brakemen accepting official positions with the Company or Organizations shall retain and accumulate seniority rights.

(g) Superintendents shall prepare semi-annually a seniority list. A copy of such list will be posted at terminals, and copy will be furnished the affected local chairman and the General Chairman of the United Transportation Union.

The general Chairman will be provided with a list of employees who are hired or terminated, their home address, and Social Security number if available, otherwise the employees identification numbers with copy to Local Chairman on that seniority district. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairman. The data will be supplied within 30 days after the month in which the employee is hired or terminated.

(From Mediation Agreement A-8790 and National Agreement of January 29, 1975)

(h) Seniority districts for conductors are defined as follows:

- (1) Albuquerque and Belen to Gallup.
- (2) Gallup to Winslow.
- (3) Winslow to Seligman and Grand Canyon district.
- (4) Seligman to Bakersfield, including Cadiz, Ripley and Arvin Districts, and Sunset Railway.
- (5) Valley Division north of Bakersfield and San Francisco Terminal Division.
- (6) Los Angeles Division, south of Barstow.
- (7) All conductors promoted on Districts between Albuquerque-Belen and Seligman subsequent to July 14, 1955, will take conductor's seniority date on the First, Second and Third Districts, of the Albuquerque Division, as of the date of promotion, and those promoted subsequent to May 1, 1970, will take conductor's seniority date on the First, Second, Third and Fourth Districts of the Albuquerque Division.

(As Amended April 16, 1970)

Seniority district for brakemen are defined as follow:

- (8) Albuquerque-Belen to Seligman, Williams Junction to Ash Fork and the Grand Canyon District, including Fourth and Parker District for those who elected to accept such seniority and all

such employees hired after August 15, 1963.

(9) Seligman to Bakersfield, including Cadiz, Ripley, and Arvin Districts and Sunset Railway.

(10) Valley Division north of Bakersfield and San Francisco Terminal Division.

...(11) Los Angeles Division, south of Barstow.

(i) Yardmen have no rights in road service while employed, except as provided by dual seniority agreement.

(j) DUALIZATION OF SENIORITY PROVISIONS

Section 1

(1) Effective June 15, 1959 dual seniority was made applicable to all prior right Trainmen and Yardmen who accepted same as follows:

(a) Trainmen on the territory South of Ash Fork and East of Parker with the yardmen of the Albuquerque Division East of Seligman.

(b) Trainmen on the Los Angeles Division south of Barstow with yardmen of the Los Angeles Division South of Barstow.

(c) Trainmen on the Valley Division North of Bakersfield with yardmen on the Valley Division, Bakersfield and North, including the San Francisco Terminal Division.

(2) Effective December 1, 1961 all yardmen holding seniority on the Old Arizona Division yardmen's seniority roster will be placed at the bottom of the consolidated Los Angeles Division brakemen-yardmen's seniority roster, and also at the bottom of the consolidated Los Angeles Division yardmen-brakemen's seniority roster as of December 1, 1961 with the same relative standing among themselves as they hold as yard helper following junior man on the above mentioned roster as of that date.

Effective December 1, 1961, all brakemen and yardmen holding seniority as yardmen on the Los Angeles Division, consolidated yardmen-brakemen's seniority roster will be placed at the bottom of the Old Arizona Division yardmen's seniority roster and will be given seniority date as a yard helper on that roster as of December 1, 1961 and will be given a relative standing among themselves in accordance with their current seniority date as brakemen or yardmen, whichever is the earliest. If a brakeman and yardman have the same seniority date, the yardman will be placed ahead of the brakeman.

(From Understanding of November 8, 1961)

(3) Effective October 1, 1963 dual seniority was made applicable to all prior right Trainmen and Yardmen who accepted same as follows:

(a) Trainmen on First, Second and Third Districts, Albuquerque Division.

(b) Trainmen-Yardmen on the Fourth district, Albuquerque Division, including joint right employees employed on and after June 15, 1959.

(c) Yardmen-Trainmen on the Albuquerque Division, including joint right employees employed on and after June 15, 1959.

(4) Employees who have entered, or subsequently enter service as brakeman or yardman on the territories in 1 and 2 after effective date are accorded one seniority date, this seniority date shall apply as a common seniority date on the territories and in the services as trainman or yard helper.

Section 2

Seniority Districts

The separate seniority districts for brakemen and yardmen in effect prior to dual seniority are not amended or changed in any manner. Brakemen will continue to hold the same seniority rights to road service on the same territory after the effective date of this Agreement and yardmen will likewise continue to hold the same seniority rights to yard service in the same yards after the effective date of this Agreement. *(6-15-69)*

Section 3

Seniority Rosters

Separate rosters for brakemen and yardmen will be preserved and maintained in accordance with present schedule rules. All requests for corrections or omissions of seniority standing must be addressed in writing to the officer who issued the seniority roster within 90 days following date of first issuance. No request for correction or omission of a seniority standing will be entitled to or receive consideration if such request reaches the officer who issued the seniority roster more than 90 days following date of first issuance of the roster.

Section 4

Application of dual Seniority

(1) In the application of dual road and yard seniority as provided in section 1 hereof, the provisions of the agreement governing road or yard service will apply, i.e., when working in road service the provisions governing road service employees will apply, when working yard service the provisions governing yard service will apply.

(2) Dual right brakemen-yardmen will be required or permitted to transfer from road to yard, or vice versa, under the following conditions:

(a) When he is in road service and can hold neither a
(See Next Page)

Regular assignment nor place on the extra board out of the terminal

where he is working, he will be required, seniority permitting, to protect road service at some other terminal or transfer to yard service and exercise his seniority as yardman or any assignment held by a yardman his junior or on the extra board. When he is in yard service and can hold neither a regular assignment nor place on the extra board at this point, he will be required, seniority permitting, to transfer to another yard or to road service and exercise his displacement right as brakeman under schedule rules. Brakemen-yardmen exercising their seniority under the provisions of this item will be permitted to return to their former service when their seniority will permit them to do so providing written request is made to the proper authority. It is understood that a request for such return may be limited to apply only when they can work out of their home terminal.

- (b) A yardman-brakeman who is promoted and has established seniority as a conductor under provisions of this Article, who transfers to yard service voluntarily, will be permitted to bid on advertised vacancies under Article 17 and will be subject to forced assignment provisions of that rule, while working as yard helper. As to forced assignments, the provisions of this agreement apply only to yardmen-brakemen working in yards where extra board for yardmen is located at the source of supply for conductors.

A yardman-brakeman who is forced into yard service because his seniority would not permit him to work in road service would be considered in this category only until such time as a junior yardman-brakeman who has been promoted is working in road service at the terminal where the forced assignment is made.

When a dual right employee, coming within the scope of this agreement, is cut off a road board, he may transfer to some other point, seniority permitting, and continue in road service, or he may exercise his seniority as a yardman on any assignment held by a junior yardman, i.e., engine foreman or helper, at any terminal, except that prohibited below.

Likewise, a dual right employee cut off a yard extra board has the same right to protect road service or yard service at other terminals, his seniority permitting.

(See Next Page)

When a yardman voluntarily transfer from one yard to another, and prior to the completion of the six (6) months' period that he is required to remain in the yard to which transferred, transfers to road service, he will, in the event he can no longer hold an assignment on the extra board in road service, be required to return to the yard from whence he came to complete the six (6) months' period, the time in road service to be applied toward the six months' period.

Roadmen and Yardmen who have not previously moved from road to yard service, or vice versa, will have the same placement rights as

an employee who has made such transition. Yardmen moving from yard to yard by a voluntary choice will have displacement rights.

- (3)(a)** A brakeman-yardman, on authority of Superintendent or his representative, may voluntarily transfer from road to yard, or vice versa, seniority permitting. Superintendent will permit such employees to transfer in accordance with the provisions of this paragraph only when the extra board in the service to which transfer is desired is to be increased. Dependent upon the requirements of the service, transfers may be deferred until replacements are available and such action will not subject the Company to penalty payments.

Yardman-brakeman working in yard service desiring to confine request to road service on an increase of the extra board, will be governed by the following:

- (1)** Must make written request and will be permitted to confine request to a specific terminal. In the event increase is made at point other than specific terminal, original written request would not be canceled, and would be honored when increase is made at terminal specified in original request.
- (2)** If the yardman's board at a point will not permit the release of the senior employee having in request to transfer to road service, but yardman's board at another point will, junior yardman may be transferred between boards to permit the release of the senior employee in preference to permitting a junior employee from that yard to transfer to road service.
- (3)** Brakemen-yardmen voluntarily transferring from road to yard, or vice versa, in accordance with above Item 3(a), will be required to remain in the service to which transferred for a period of three (3) months unless unable to hold a regular assignment or the extra board in the service and/or at the terminal to which transferred, in which event he will be subject to the above Item 2 of paragraph (a)
- (4)** Brakemen-yardmen transferring from road to yard, or vice versa, under the provisions of Items 2(a) and 3(a), will be required to report for duty in service to which transferred with five (5) days from the date of release from their former service. Failure to report within the five-day period referred to in this Item 4 will result in the forfeiture of all seniority rights unless the five-day period is extended by proper authority.
- (5)** Brakemen-yardmen voluntarily transferred from road to yard, or vice versa, will be marked up on the extra board in the service to which transferred at time of reporting.

- (5)(b) It is understood that the ebb and flow between brakemen's service and conductors' service must be between employees working within the scope of those agreements.

Section 5

Promotion

Applicable schedule rules will govern the promotion of brakemen and yardmen in their respective services.

Section 6

Extra Boards

Separate extra boards covering road service and extra boards covering yard service, respectively, will be maintained and regulated in accordance with applicable schedule rules.

It is understood that on a local basis, the designated local representative for brakemen will handle road matters. Likewise the designated local representative for yardmen will handle yard matters.

Section 7

Deadheading

It is understood and agreed that the terms of this agreement shall not be construed as changing any of the provisions contained in the existing Road or Yard Agreements concerning deadheading or payments for deadheading affecting employees in road service, or affecting employees in yard service. However, it is understood and agreed that deadheading or loss of time resulting from the exercise of dual seniority rights by employees transferring from road to yard service, or from yard to road service, will be without expense to the Company.

Section 8

General

(1) It is understood and agreed that the term of this agreement shall not be construed in any manner as modifying or amending effective applicable schedule rules with respect to separation of road and yard work.

(2) This agreement shall not be construed as changing or amending the Road or Yard

Agreement, except as is necessary to make the provisions of those agreements conform with this agreement.

(3) It is recognized that problems may arise in the administration of this agreement, therefore it is understood and agreed that in the event such problems do arise, the parties, signatory to this agreement, will cooperate to correct such problems in a fair and equitable way to both parties.

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

The purpose of this agreement is to grant current employees, as well as those hired in the future, seniority over the entire Coast Lines.

IT IS AGREED:

1. Effective 12:01 a.m., October 16, 1985, employees holding seniority as conductor as of 11:59 p.m., October 15, 1985 on the Coast Lines, except Valley Division Seniority District, will be given a so-called "grand division seniority date" of October 16, 1985 and placed below those conductors appearing on Valley Division seniority roster. The placement of these conductors on Valley Division Seniority District No. 1 roster will be on a dovetailed basis and will be in line with their seniority dates on their respective prior rights roster. Should conductors from different rosters have the same seniority date, the age of the employee will apply in determining the senior employee on the new roster provided this will not result in a change in the relative standing that conductors held on their prior rights district. If the latter should occur, Carrier and Organization will agree on proper standing of the conductors. Conductors on Valley Division Seniority District roster as of 11:59 p.m., October 15, 1985, will be considered prior rights employees.

2. The foregoing handling will be given for each seniority district on the Coast Lines, i.e., each roster will be revised and conductors not appearing on said roster will be added below the current employees on a dovetailed basis in the same manner as the preceding paragraph.

3. Effective 12:01 a.m., October 16, 1985, employees holding seniority as brakeman as of 11:59 p.m., October 15, 1985 on the Coast Lines, except Valley Division Seniority District, will be given a so-called "grand division seniority date" of October 16, 1985 and placed below those brakemen appearing on Valley Division seniority roster. The placement of these brakemen on Valley Division Seniority District No. 1 roster will be on a dovetailed basis and will be in line with their seniority dates on their respective prior rights rosters. Should brakemen from different rosters have the same seniority date, the age of the employee will apply in determining the senior employee on the new roster provided this will not result in a change in the relative standing that brakemen held on their prior rights district. If the latter should occur, Carrier and Organization will agree on proper standing of the brakemen. Brakemen on Valley Division Seniority District roster as of 11:59 p.m., October 15, 1985, will be considered prior rights employees.

4. The foregoing handling will be given for each seniority district on the Coast Lines, i.e., each roster will be revised and brakemen not appearing on said roster will be added below the current employees on a dovetailed basis in the same manner as the preceding paragraph.

5. Effective 12:01 a.m., October 16, 1985, employees holding seniority as yardmen as of 11:59 p.m., October 15, 1985 on the Coast Lines, except Valley Division Seniority District, will be given a so-called "grand division seniority date" of October 16, 1985 and placed below those yardmen appearing on Valley Division seniority roster. The placement of these yardmen on Valley Division Seniority District No. 1 roster will be on a dovetailed basis and will be in line with their seniority dates on their respective prior rights rosters. Should yardmen from different rosters have the same seniority date, the age of the employee will apply in determining the senior employee on the new roster provided this will not result in a change in the relative standing that yardmen held on their prior rights district. If the latter should occur, Carrier and Organization will agree on proper standing of the yardmen. Yardmen on Valley Division Seniority District roster as of 11:59 p.m., October 15, 1985, will be considered prior rights employees.

6. The foregoing handling will be given for each seniority district on the Coast Lines, i.e., each roster will be revised and yardmen not appearing on said roster will be added below the current employees on a dovetailed basis in the same manner as the preceding paragraph.

7. Employees hired on or after October 16, 1985 will be identified as non-prior rights employees and will establish a seniority date in the usual manner. This date will be the same for each seniority district; however, the district on which hired will be considered their home district.

8. Separate seniority rosters for each seniority district and craft will continue to be maintained.

9. Brakemen promoted to conductors on or after October 16, 1985 will establish seniority in the same manner as heretofore and the seniority date will be the same on each roster. The trainmen's prior rights or home seniority district will be considered his conductors' prior right or home seniority district for the purposes of this agreement. Service performed on any of the seniority districts will be included in determining service under Article 16.

10. Since Conductor promotion classes are not held on the same date on each district in April and October, April 30 and October 31 will be used for the purposes of the conductors' roster to ensure proper relative standing for employees who take promotion at different locations on different dates. This single date will not be applicable to conductors who were prevented from taking promotion in turn under the provision of Article 16 and are entitled to hold the same position on the conductors' roster(s) as they hold on the brakemen's roster(s).

11. An employee hired prior to May 15, 1981 working on other than his prior rights seniority district will be considered non-protected under the provisions of Crew Consist Agreement dated May 19, 1981.

12. Employees will only be permitted to transfer one seniority district to another when there is an extra board increase and there are no employees their senior off-in-force or on stay-at-home on the district to which transfer is desired. When an employee desires to transfer from one seniority district to another, request must be submitted, in writing, and received by the designated company official prior to the board increase. Such requests must specify location and extra board desired. If more than one location or extra board is desired, separate requests must be filed. Insufficient request to fill extra board increases will not be considered as a need to hire additional employees.

13. Request for transfer from one seniority district to another will automatically become null and void at the expiration of six (6) months. Such requests may be withdrawn at any time prior to being notified the request is honored. Once a request is honored, it may not be withdrawn and any additional requests on file will become null and void. The employee must report at new location within five (5) days from release from current assignment.

14. If an employee is cut off at one location on a seniority district and can hold an assignment or extra board at another location on the same seniority district, the Stay-At-Home Agreement currently in effect on that seniority district will be applicable in such cases.

15. Employees voluntarily transferring from one seniority district to another must remain in the district to which transferred for a period of not less than six (6) months unless unable to hold any assignment or the extra board in road or yard service, in which event the employee may go off-in-force reduction or return to the district from which transferred and exercise seniority, if possible.

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

17. Carrier will not be liable for any moving expenses, transportation, housing, deadhead, or any other costs or expenses for employees as result of this agreement.

18. An employee who is off in force or stay-at-home leave on other than his/her prior rights/home district may be recalled to his/her prior rights district if the employee's services are needed. No deadhead will be payable in such cases.

(From Agreement Dated October 16, 1985)

ARTICLE 17

CHOICE OF PREFERRED RUN – BULLETINING VACANT ASSIGNMENTS

(a) Conductors and Trainmen shall have choice of any run on their respective districts, or divisions, to which their seniority entitles them.

In passenger service the senior trainman will have his choice of position on assignment where an arbitrary allowance is involved, providing physical restrictions of parties involved will permit.

(b) Except as provided for in Article 1(bb); Article 4(i); and Article 27(h); an employee losing an assignment, or displaced from an assignment, through no fault of his own, will be entitled to take any assignment in any service, or his seniority district, held by a junior employee in conformity with paragraph (f) of this article; however, if on the assignment, in the service he chooses there is more than one employee his junior, he will displace the junior employee in that assignment.

An employee reinstated with full seniority rights will take such assignment as his seniority entitles him to. If on the assignment he chooses there is more than one employee his junior, he shall displace either the junior conductor or junior brakeman in such assignment.

When an employee is barred from service on southern Pacific joint track but is permitted to remain in Santa Fe service, he will be permitted, in conformity with paragraph (f) of this article to displace either the junior conductor or junior brakeman on the assignment he chooses so long as that assignment does not operate on Souther Pacific tracks.

(c) Employees taking what they deem preferred runs, if necessary to deadhead, must do so at their own expense.

Employees displaced at outlying points through seniority, who, themselves, have taken such assignments through seniority will, if necessary to deadhead, do so at their own expense.

(d) In making reductions in pool freight assignments it will be made in inverse order to the building up of the assignments and employees so relieved may exercise their seniority.

(e) When employees bid off of or give up an assignment they will not be allowed to bid for their former assignment until it has been once filled and again becomes vacant, except in the event of their being displaced through no fault or action of their own.

An employee bidding from a pool freight assignment on one district to a pool freight assignment on another district or any other assignment, cannot bid a pool assignment on the former

district until his assignment has been closed out. The bulletin advertising a new vacancy on the former district must have been posted after his former assignments closed out.

NOTE: When a brakeman is forced assigned to a conductor's vacancy and prior to the time his brakeman's vacancy is advertised and closed out he gives up the conductor's vacancy due to a junior conductor becoming available, he will be prohibited from bidding in his former assignment under the provisions of paragraph (e) since he did not bid off or give up his original assignment as brakeman.

(f)(1) Employees who have been displaced or lose their assignment by reason of it having been abolished are thereby entitled by seniority to make displacement, must make written declaration of intentions within five (5) days, or lose their right to do so. They will, when displaced, automatically go to the brakemen's extra board on the district upon which relieved and take their turn as outlined for extra brakemen in Paragraph (e)(1) of Article 10. They may have the privilege, by notifying the Trainmaster within three (3) days in writing, of selecting the extra board to which they wish to be assigned.

When employees are displaced they will be notified of such displacement within two (2) hours after displacement occurs, whenever it is possible to do so.

Employees displaced on their layover day will not be placed on the brakemen's extra board until they have been notified of the displacement.

(f)(2) An employee having a displacement right will automatically relinquish his displacement right if declared a successful bidder on any assignment at effective time of displacement or subsequent thereto.

(f)(3) Extra employees may not voluntarily transfer from one point to another without written permission.

(f)(4) An employee having a displacement right under the provisions of paragraph (b) of this article, who is not on leave of absence and did have access to bulletin but failed to bid, will be permitted to displace, under the provisions of paragraph (b) of this article, either the junior conductor or brakeman in any assignment at time of displacement. This does not alter the provision of paragraph (m) and (o).

(f)(5) Regularly assigned employees who are restricted from the service to which assigned will be given a displacement right under the provisions of paragraph (b) of this article within five (5) days from date of notification by Superintendent of restriction.

In the event a trainman who has bid in a train baggageman's assignment becomes unable to perform the work because of physical condition, prior to expiration of the two (2) months requirement, he may make displacement.

(f)(6) When the restriction is lifted, the employee will be given a displacement right, under the provision of paragraph (b) of this article, in service from which previously restricted with five (5) days from the date of notification by the Superintendent that the restriction has been lifted.

(f)(7) Employees displaced while on leave of absence or vacation and entitled by seniority to make displacement make written declaration of intention within five (5) days from the time they report for duty or lose their right to do so. They will, when reporting for duty, automatically go on the extra board of the district on which displaced but may have the privilege, by notifying the trainmaster within three (3) days in writing, of selecting the extra board which they wish to be assigned.

(f)(8) Employees returning from leave of absence or vacation may, if not displaced from assignment to which assigned while absent, return to former assignment or may upon return, or within five (5) days thereafter, exercise seniority rights on any other assignment bid in by a junior man which was advertised during such leave of absence or vacation, regardless of whether he has performed service on his regular assignment or not. It is understood that in such case displacement must be made in conformity with paragraph (b) of this article.

(f)(9) A pool freight employee returning from leave of absence or vacation will be permitted to make displacement on lower pool number advertised during absence and bid in by junior employee in his grade of service. If more than one junior employee bid into the same assignment on a lower pool number he may displace the junior employee in his grade of service that bid into assignment on a lower numbered pool while absent.

(f)(10) Employees who are displaced or whose assignment is abolished while on vacation or leave of absence will not be permitted to exercise their displacement rights until reporting for duty. Should they report one (1) day early, in order to avoid the loss of a day on their assignment and find that they have been displaced or their assignment canceled, they will be permitted to make displacement at that time and work their new assignment on the last day if, by doing, they would avoid losing a day on the new assignment subsequent to vacation period.

A trainman will not be considered as marked up after close of vacation period until he notifies crew clerk that he is available and ready for service. These provisions do not permit an employee to be absent without leave following completion of vacation.

NOTE: A conductor who has not laid off prior to his vacation period, will be automatically marked up on his regular assignment at the expiration of his vacation period.

(f)(11) When an employee who is on an outside assignment and does not have access to Bid Bulletins, and while on such outside assignment a junior employee bids in an assignment that was placed up for bid and bids closed while the senior employee was on the outlying assignment he will be given the same rights to make displacement thereon as an employee returning from leave of absence or vacation.

(f)(12) In the event a promoted trainman who has been holding assignment as trainman in chain gang pool service places bid for and marks up on conductors' extra board in line with conductors' agreement in effect at that terminal and subsequent to above change, but prior to time bids close on conductor's extra board assignment, the pool turn of the promoted brakeman is abolished, such trainman has displacement right in the event he is not the successful bidder on conductors' extra board, but he would have no rights prior to time bids closed on such assignment, or if he was the successful bidder on the conductor's assignment.

(f)(13) In the event a brakeman is cut off of one extra board and goes to another extra board on his seniority district, paragraph (h) and (f) of this Article 17 applies, that is, such brakeman will have five (5) days to exercise his seniority from date he is cut off of former extra board. This does not prevent brakeman from marking up on a new extra board and later displacing, providing same is done within the five (5) day period.

(f)(14) Employees will be permitted to exercise their displacement right after arrival at home terminal prior to date of actual abolishment of an assignment, when it is known that such assignment is to be abolished prior to their next schedule time to protect such assignment. This does not apply when assignments are re-advertised under Article 17(o).

(f)(15) The Company is not to be committed to any additional expense because of seniority move.

(g) Employees, whether regularly assigned or extra, shall be considered as having been displaced immediately upon written declaration by a regularly assigned or senior extra employee. If and when the run departs and the employee who has made written declaration for the run is not ready for service, regardless of whether he is held off for other service or lays off, the vacancy shall be filled under Schedule rules.

NOTE: Employees, having made written declaration of a permanent displacement on an outside assignment and then being declared the successful bidder on another assignment before reporting for duty on outside assignment, will be required to protect the outside assignment on which he made displacement until relieved as provided in paragraph(s) of this Article 17.

(h) Employees will be permitted to make seniority displacement whether they are rested or not.

(i)(1) when a Los Angeles passenger employee lays off at Needles in an emergency the Needles extra employee will be relieved at Los Angeles and deadheaded back under pay, and the regular man will be deadheaded to Los Angeles without pay and report for duty at that point.

(i)(2) Needles passenger employees on the Los Angeles-Parker run may lay off at Los Angeles and the vacancy filled from Los Angeles extra board unless a Needles extra employee desires to deadhead to Los Angeles without cost to the company.

(i)(3) Needles passenger employees on the Los Angeles-Needles assignment will be permitted to lay off at Los Angeles for not more than one (1) trip. Vacancies will be filled from the Los Angeles extra passenger board unless Needles extra employees desire to make themselves available at Los Angeles to fill the place without expense to the Company. It is understood under this paragraph that any Needles employees laying off more than one (1) trip must lay off and report at Needles. In emergency case, such as sickness, where Needles employee lay off at Los Angeles and are off more than one trip, the Los Angeles extra employees will be relieved at Needles on second trip into that main terminal and deadheaded back under pay, and the regular employee will be deadheaded to Needles without pay and report for duty at that point.

(i)(4) Notice will be posted at Needles for all known vacancies of 14 days or more, including vacations, on the Needles portion of the Los Angeles passenger assignments prior to the

vacancies and the oldest extra employee expressing himself for such vacancy will be placed thereon when vacancy is created at Needles and remain thereon, irrespective of the first-in, first-out rule in Needles, until relieved by the regular employee or the successful bidder on the temporary vacancy.

(i)(5) If San Bernardino chain gang or local employee lays off at Los Angeles in case of emergency and the Los Angeles extra employee is used on his turn, the Los Angeles extra employee will be relieved upon arrival at San Bernardino and deadheaded home under pay. The regular employee must report for his run at San Bernardino without cost to the Company. It is understood all such layoffs at away-from-home terminals are only granted in case of sickness or accident or other extreme emergencies.

(j)(1) In assigning passenger crews between Los Angeles and Needles or Los Angeles and Parker, where there is odd crew it will be manned by Needles crew.

(j)(2) The first choice of runs between Los Angeles and Needles will be alternated between Los Angeles and Needles crews on each timetable change where three (3) or more sets of runs are advertised.

(See Next Page)

Each set of runs will be advertised for two (2) conductors and four (4) trainmen on set of runs preferred as first choice by the seniority district having first choice, and one (1) conductor and two (2) trainmen from the other seniority district, alternating on the basis of two (2) and one (1) conductors and four (4) and two (2) trainmen until all sets of runs are filled.

(j)(3) Interseniority district extra work between Los Angeles and Needles will be divided on an equal basis and information will be furnished bi-monthly to crew clerks and local chairmen at Needles and Los Angeles showing the division of extra passenger work between Los Angeles and Needles crews.

(k) For filling of odd assignments of passenger crews operating between Winslow and Needles, the odd assignment of three (3) crews shall alternate between Winslow and Needles crews on semi-annual periods of six (6) months each.

Home terminal of assignment on runs operating between Winslow and Albuquerque-Belen shall be equalized on a 50-50 basis as between Winslow and Albuquerque.

When there is an odd run, home terminal shall alternate between Winslow and Albuquerque on a semi-annual period of six (6) months.

(See Appendix "L")

(l)(1) Passenger service between Albuquerque-Belen and Winslow, assigned and unassigned, will be divided between First and Second District conductors and helper conductors as nearly as practicable on a percentage basis according to train mileage on each District and in the manner shown below.

(l)(2) Helper conductor's assignments and extra work will be considered separate and not a part of regular conductor's work.

(1)(3) In assigned service runs will be paired by the Superintendent and, so far as practicable, on a basis mutually agreeable to local chairmen and when trains operate daily and under present basis of compensation, three (3) conductors will be assigned to each set of paired runs. To the extent that the total number of runs involved and division thereof on the mileage percentage basis will permit, all three (3) assignments on each set of runs will be allocated exclusively to either First District conductors or Second District conductors, but when this cannot be done on a mileage percentage basis, then only one (1) set of runs will be split as between assignment to conductors of the two (2) Districts. When the total number of crews required is such that division thereof on the mileage percentage basis would result in the assignment of a conductor to either District for less than a full year's work, then the odd conductor will be initially assigned to the District entitled to the greater proportion of the full year's work and the run will be rotated between conductors of the two (2) Districts with the minimum number of changes required to effect balance on a yearly basis.

(1)(4) On runs as paired by the superintendent, First District conductors will have first choice of Albuquerque runs and Second district conductors, second choice, etc. On Belen runs Second District conductors will have first choice and First District conductors second choice, etc., it being understood that in the event of runs operating via Albuquerque and Belen and only one (1) set of paired runs via Belen that the one (1) set of Belen runs will be allocated to Second District conductors. On paired runs manned exclusively by First District conductors Albuquerque (or Belen as the case may be) will be home terminal and long layover point. On paired runs manned exclusively by Second District conductors, Winslow will be home terminal and long layover point except that on any set of Albuquerque runs manned by Second District conductors, Albuquerque may be designated as the long layover point, if desired by majority of regular conductors assigned thereto. On runs manned jointly by First district and Second District conductors, Albuquerque (or Belen as the case may be) will be home terminal for First District conductors and Winslow home terminal for Second District conductors; long layover point will be Winslow or Albuquerque (Belen) as desired by majority of conductors assigned thereto. Provisions as above for designation by employees of other than home terminal as long layover point for assigned runs ins only applicable where such designation does not result in increased expense to the Company.

(1)(5) Only First District conductors will be eligible to bump or bid on runs allocated to First District conductors; similarly only Second District conductors will be eligible to bump or bid on runs allocated to Second District conductors. Except as hereinafter provided all displacement and layoffs must be made at home terminal of assigned conductor and relief work on assigned runs will be performed by conductors holding seniority on the district to which the run is allocated. Second District conductor on Albuquerque long layover run will be permitted to lay off at Albuquerque for two round trips and the run will be filled by First District extra conductor from Albuquerque. If in emergency regular conductor is not able to protect the run after being off the two (2) round trips, the First District conductor will continue to protect the run unless displaced at Albuquerque by Second District conductor who has volunteered to and received permission to deadhead to Albuquerque on his own time and expense to make displacement, in which event the regular conductor when resuming duty will do so at Winslow without expense to the company. A Second District conductor on a Winslow-Belen run laying off in emergency at Belen will be relieved by extra conductor from Albuquerque for one (1) round trip and assigned conductor will return to the run at Belen. If the emergency is to continue for more than one (1) round trip, the First District extra conductor will be released when again arriving at Winslow and returned to Albuquerque under pay and the run will then be filled by Second District extra conductor and the regular conductor, when resuming duty will do so at Winslow and without expense to the Company. A First District conductor laying off at

Winslow in emergency will be relieved by Second District extra conductor who will be released at Albuquerque or Belen and deadhead back to Winslow under pay and unless regular conductor has reported for duty at home terminal of the run when same is next due out, the vacancy will be fill by First
(See Next Page)

District extra conductor from Albuquerque. In either case, the regular conductor laying off in emergency at Winslow must, on his own time and expense, resume duty at home terminal of the run.

(I)(6) Mileage made in relief service as above on Second District runs by First District extra conductors or on First District runs by Second District extra conductors, will not be charged against First or Second District extra conductors, as the case may be, in equalizing mileage in extra passenger service on the five (5) to four (4) basis.

(I)(7) Vacancies on regular First District passenger conductors' assignments with home terminal at Belen will be filled from Albuquerque when an extra passenger conductor is deadheaded. Albuquerque to Belen to fill a vacancy on a regular assignment, payment will be made on continuous time basis Albuquerque to Winslow, and on return trip Winslow to Belen when he has completed filling the vacancy payment will be made on continuous time basis Winslow to Albuquerque.

(I)(8) Extra passenger trains will be manned by extra conductors of First and Second Districts in the ratio of five (5) round trips for First District extra conductors to four (4) round trips for Second District extra conductors. When practicable, the round trips to be alternated with first round trip by First District conductor and second round trip by Second District conductor, etc., until conductors of each District have made four (4) round trips when two (2) round trips in succession will be allocated to First District conductors. It is understood that when not practicable in all instances to handle on the basis above show, the inability to do so will not constitute basis for pay claims with the further understanding that the five (5) to four (4) ratio will be promptly restored by using extra conductors from the District which is short for successive round trips until this is accomplished. It is further understood that in regulating distribution of work on the five (5) to four (4) basis, conductors used on service or deadheaded to their away-from-home terminal do not have the right under Section (a) of Article 10 of the Agreement to stand first out in the direction of home when such away-from-home terminal for them is the home terminal for conductors on the district which is short on the five (5) to four (4) basis.

* First District conductors on Winslow long layover runs will be permitted to lay off at Winslow and may also be relieved on vacation at that point, and runs will be filled by Second District extra conductors from Winslow. The mileage run by Second District extra conductors in filling these First District vacancies will be considered as extra passenger work between First and Second District and shall be computed as such under that provision of Article 17 paragraph (1)(8).

(m) when there is a change of terminal or layover point, two (2) hours in leaving or arriving time since last bulletined , when bulletined mileage for any day scheduled to operate is changed twenty (20) miles or more; or a change in class or service, the run will be advertised.

NOTE: When issuing bulletins calling for bids for assigned freight runs, there will be a time set for departure specified in the bulletin.

Employees displaced because of re-bulleting runs, whether one of more crews assigned thereto must bid thereon; failing to do so will not have the right to displace the successful bidder on such assignment.

(n)(1) Local freight runs, switch runs, or tramp runs in effect for two (2) weeks will be considered regular and will be bulletined for seniority choice of employees, and in event it is anticipated at the time run is put on prior thereto, that a run of this sort will be required for two (2) weeks or more, such run will be bulletined in advance at time necessity for maintaining run for not less than two (2) weeks is apparent.

All new vacant assignments shall be advertised by bulletin for a period of five (5) days and the senior applicant shall be placed thereon. Should he relinquish the run before going out on same assignment will be re-advertised.

Bids for advertised conductors and brakemen vacancies will be closed at same time and assignments will be made as soon as possible thereafter to be effective immediately. If no bids are received for an advertised vacancy, force assignment will be made on the basis of employees' status prior to close of bids.

(n)(2) Bulletins calling for bids for new and vacant assignments will be posted daily, except Sunday and/or Legal Holidays, for a period of five (5) days, except that five (5) day period may be extended, as necessary to avoid closeout on Sunday and/or Legal Holidays.

(n)(3) New assignments may be advertised five (5) days prior to date assignment will start work and a specific date for establishing the assignment will be set forth in the bulletin. In the event it later develops that the assignment is not needed, on the effective date the bulletin will be canceled and again re-advertised when subsequently needed.

Agreed to Interpretation:

In the event an assignment is abolished before the bids close then the bulletin should be canceled and all employees to remain in their former status and should be treated as though assignment had not been advertised. However, if subsequent to the close of the bids and before assignment actually starts to work, the assignment is abolished then the successful bidder should be given displacement rights.

(n)(4) Assignments will be made as soon as possible after one (1) hour after bids close but no later than two (2) hours after bids close.

(n)(5) When permanent vacancy is advertised in pool service employee will be permitted to

bid from higher to lower numbered pool, as from five (5) to three (3), ten 910) to four (4), etc., but not from a lower to a higher numbered pool, as from one (1) to four (4).

An extra conductor who is holding an advertised vacancy, under provisions of Article 20(a), will, if tied up at home terminal or on arrival at home terminal, be relieved at closing time of bid bulletin. If, when the run departs and conductor who is successful bidder is not ready for service, for any reason, the vacancy will be filled as a new vacancy.

(n)(6) Employees bidding in new assignments advertised for more than one (1) conductor or trainman will be assigned in the order of their arrival time at home terminal rather than in order of seniority. If two employees arrive at same time the senior employee will be used first.

(n)(7) Employees relinquishing an assignment after notice of assignment has been issued will be placed on the trainmen's extra board until assignment to other vacancy because of subsequent bulletin.

(n)(8) Employees will not be permitted to submit bids on vacancies advertised while on leave of absence under Form 1516 or vacation, except where assignments are advertised for bid prior to vacation period or taking a leave of absence, then they must bid for same even though the bid is closed out while they re on vacation or leave of absence. They will not be permitted to make displacement on such assignments, under the provisions of paragraph (f) of this article, upon return.

(n)(9)(a) When no bids received,

(n)(9)(a) *If the assignment to be filled is for a conductor, the junior extra conductor on a district or districts (not seniority district) protecting the service will be assigned.* On Los Angeles and Valley Divisions if the run is passenger the junior conductor having uniform will be assigned.

NOTE: When a conductor is forced onto an assignment because of no bids received, when the vacancy was advertised, he will, in event an employee junior to him becomes available, be permitted, if he desires, to give up the vacancy, said vacancy to be re-advertised; in event no bids received the then junior employee to be assigned. If the vacancy is at an outside point any deadheading necessary to fill the run will not be paid for. A junior conductor forced assigned must remain on the assignment until such time as a conductor junior

(See Next Page)

becomes available, or until he bids in another run as conductor. This note would apply to the junior conductor on the district or districts protecting the service who is regularly assigned to a run irrespective of whether or not he bid on the job or was forced on it by assignment because of no bids.

(n)(9)(b) When no bids received.

(n)(9)(b) *If the assignment to be filled is for a brakeman, the junior qualified brakeman on the extra board protecting the service will be assigned.*

Agreed Interpretation:

In application of the above Article 17(n)(9) when a junior brakeman bids in assignment and desires to relinquish it, there will be no distinction between a case where junior brakeman is forced assigned and when he bids in such assignment. Extra brakeman holding a temporary vacancy as train baggageman under Article 1(bb)(5)(b) will not be eligible for forced assignment.

(n)(9)(c) A junior employee who is on a 14 days' or more vacation or on authorized Form 1516 leave of absence will not be assigned and the next junior unassigned employee who is not on authorized Form 1516 leave of absence or 14 days' or more vacation will be assigned.

(n)(10) When a trainman is assigned under above paragraph he will be permitted to give up such assignment when a man his junior is on the extra board protecting the service and qualified to fill the assignment.

(n)(11) When advertising vacancies on assignments that work 20 days and off 10 days or similar assignments that have more than five (5) consecutive days off, which would normally close out during the off period, they will be advertised to close out two (2) days before the end of the off period and successful bidder will be considered assigned to the run at times bids close.

(n)(12) An employee who is holding a temporary vacancy, advertised as a permanent, if tied up at home terminal or on arrival at home terminal, will be relieved at closing time of bid bulletin. If, when the run departs and man who is successful bidder is not ready for service, for any reason, the vacancy will be filled from extra board.

(o)(1) when regular assigned passenger or regular freight assignments on which more than one (1) crew is assigned are re-advertised, employees losing run because assignment is annulled, when bidding, will be required to bid for first, second and third choice, etc.

(o)(2) It is the idea that employees displaced because of re-bulletining of any assignment must bid thereon or, failing to do so, will not have the right to displace the successful bidder on such assignment.

Example: When it is necessary to re-advertise all passenger assignments the bulletin posting the runs should state that employees must make first, second and third choice or as many choices as necessary to secure their rights. Then if they neglect to place bids upon the assignment and junior employees are assigned thereto, they will not be permitted to displace such junior employees until the runs are again vacated or until they themselves have again been displaced through no fault or action of their own. Of course, if under the circumstances as above an employee neglects to bid on the set or sets of assignments which have been bulletined he would when displaced, have the right, within five (5) days, to displace somebody his junior on some other assignment or set of assignments which have not been bulletined at the time. In other words, the changing of the assignments would not deprive an employee from exercising his seniority when displaced at some point or some other service which had not been changed.

(o)(3) When assignments are re-advertised, employees may remain on the runs pending the close of bids, subject to being displaced during the bid period by a senior man, except as provided in Article 4(h). This will not prevent a freight conductor from being used or his asking to be used as extra passenger conductor under the provision of Article 20 nor a promoted trainman from being used as an extra conductor.

(p) Trainmen making permanent or temporary displacements, or bidding in permanent or temporary vacancies on crews, must have as much time for service as the remainder of the crew.

Conductor making permanent and temporary displacement or bidding in permanent and temporary vacancies on crews, must be used if they have doubling time as provided in Article 10(i).

EXAMPLE 1: An extra conductor catches a run as the senior available conductor. He is not making a permanent displacement; neither is he bidding in a permanent or temporary vacancy and would, therefore, not be subject to the rule. If he had doubling time he would be used.

EXAMPLE 2: An extra conductor exercising his seniority right in displacing another extra conductor who has caught a run as the senior available man, is not making a permanent displacement, neither is he bidding in a permanent or temporary vacancy, therefore, would not be subject to the rule. If he had doubling time he would be used.

(q)(1) When a vacancy has existed for ten (10) days, it will be bulletined and assigned as a permanent vacancy under the applicable rules. An employee whose position is bulletined under this paragraph due to his having laid off shall have the right, upon his return to service, to return to that position even though an employee his senior has been assigned, or exercise his seniority as provided by paragraph (f) of this article. He will not, however, be permitted to return to that position if an employee his senior has displaced thereon subsequent to the close of bids. The employee displaced in such instances will have displacement rights as provided in paragraph (f) but will not be permitted to displace the returning employee.

(q)(2) Any deadheading as a result of this rule is to be without expense to the Company.

(q)(3) Brakemen: Days of vacation will not be counted to create a vacancy under this paragraph unless the brakeman lays off prior to the start of his assigned vacation.

Conductors: Days of a vacation will not be counted to create a vacancy under this paragraph.

* Brakemen's provisions applicable to conductors at Los Angeles, San Bernardino and Needles.

NOTE: This paragraph (q) of Article 17 will be applicable to trainmen

holding train-baggage assignments; however, when returning to service after being absent, the individual must return to his former train baggageman assignment, seniority permitting, if he has not completed the two (2) months period during which he is required to remain on the assignment.

(q)(4) Needles only:

(q)(4)(a) Only unassigned conductors will be allowed to mark up or OK on known conductor vacation vacancies, and will be required to protect this assignment until displaced by senior unassigned conductor or relieved by regular assigned conductor, and after displacement will return to his regular brakeman assignment.

(q)(4)(b) A regular assigned brakeman who marks up or OK's as an unassigned conductor on a conductor vacation vacancy, his regular brakeman vacancy will then be protected as a rotating vacancy by the brakemen's extra board. Upon being displaced, he will be returned to his regular brakeman assignment.

(q)(4)(c) An unassigned brakeman, who is working from the brakeman's extra board and at the time marks up or OK's on a conductor vacation vacancy and then is displaced, will lose his standing on the brakeman's extra board and will be placed at the bottom of the brakemen's extra board at the time displaced. If relieved by regular conductor, he will then be placed on the brakemen's extra board as per Article 10(e)(1).

(q)(4)(d) A regular assigned brakeman or extra brakeman (unassigned conductor) who marks up or OK's on a conductor vacation vacancy must have as much time for service as the regular brakeman on the pool assignment. If he does not have as much time for service the regular brakeman, the conductor's assignment will be protected for the conductors' freight extra board.

(q)(4)(e) A regular assigned conductor who gives up or relinquishes his assignment in order to mark up or OK on a conductor's vacation vacancy will be permitted to bid in another conductor's or brakeman's assignment as per Article 17(e), and if he should be the successful bidder on either the conductor's or brakeman's assignment, he must remain on the conductor's vacation vacancy until displaced by a conductor his senior or by the regular assigned conductor.

(q)(4)(f) An unassigned conductor marking up or Oking on a conductor vacation vacancy must submit a request in writing to the crew clerk as to the assignment marking up on and must designate previous hours of service, if any.

(r) when a conductor is deadheaded to any outlying point under pay to file a vacancy and is later displaced by a senior employee, the employee first deadheaded will be paid for return movement; the senior employee relieving first employee deadheaded will not be paid in either direction.

(s) When a conductor or extra employee working an outside assignment bids in a different assignment, he will be relieved with twenty-four (24) hours.

* Conductors who bid in, displace on, or are forced assigned to vacancies of

conductor or any outside job on the Second and Third Districts Albuquerque Division (including road switchers, switch tenders, work trains, etc.) And who later give up the assignment to go to the extra board or bid in another assigned job will be required to remain on the assignment they relinquished until the close of bids.

(From Understanding March 2, 1976)

(t) Conductors in through freight service will go on and off duty at the following locations:

Telegraph Office - Albuquerque
Passenger Depot - Gallup
Yard Office - Seligman
Yard Office - Barstow

Yard Office - Belen
Yard Office - Winslow
Yard Office - Needles
Yard Office - ("A" Yard) -
San Bernardino

Yard Office - (First Street)
Los Angeles

Yard Office - (22nd St.) -
San Diego

Yard Office - Bakersfield
Yard Office - Riverbank

Yard Office - Calwa
Yard Office - Richmond

Change in the locations for going on and off duty will not be made without conference and agreement between representatives of the Company and the Organization.

(Amended by Memorandum of Agreement Below)

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

IT IS AGREED:

Article 17(t) (South of Ash Fork and East of Parker) and 17(t) (Except South of Ash Fork and East of Parker) of the Schedules Governing Rates of Pay and Working Conditions for Conductors, Brakemen and Baggage men are amended by deleting paragraph two (2) and substituting the following in lieu thereof.

“Change in these locations for going on and off duty with the present switching limits will be made by bulletin notice to the employees. A new designated location for going on and off duty will provide the following.

1. Adequate fenced, lighted and paved parking facilities.
2. Waiting room for crews waiting for trains equipped with:
 - a. Locker space
 1. Adjacent shower and toilet facilities
 2. Seat and desk for conductors to program work.
3. Bulletin board secured with a lock.
4. Recreation facilities where required by Article 34.
5. No change in district mileage will be made as a result of moving on and off duty point.”

The other provisions of Article 17(b) and 17(t) are not altered or modified hereby, except as herein specifically provided. (*Signed at Chicago, Illinois May 18, 1981*)

Assignments of conductors to local freight and road switcher service may be bulletined to go on and off duty at points in the terminal other than those designated above. When such points are designated, the on-duty point shall also be the off-duty point.

(u)(1) When assigned runs are changed, regardless of whether such changes are sufficient to require re-bulletining under provisions of paragraph (m) of this article, crew assigned thereto will be notified of such changes, in writing, before arrival at terminal on the last trip preceding the time the change is to become effective. If not so notified and they do not lose a day they will be paid for the first trip subsequent to the change, either the mileage of the changed assignment or the mileage of the prior assignment, whichever is greater; if a day is lost, they will be paid therefor.

(u)(2) When an assignment tying up a outlying point becomes impaired and is re-bulletined under paragraph (m) of this article, it will not be considered a new run under provisions of paragraph (n), but employees assigned thereto may surrender it and exercise their seniority by so notifying the trainmaster, otherwise, they will remain on the assignment until successful bidders are ascertained.

NOTE: Under the above, an employee may surrender the assignment at any time during the advertising period and exercise his displacement right under the displacement rules.

(v) Bid for advertised vacancies may be submitted, in duplicate, and crew clerk, or a member of the Agent's staff, will sign duplicate copy of bid showing date and time received returning same to the employee and mailing original to Trainmaster's office. Bids accepted at outlying points will only be considered valid if presented by the employee prior to the last train connection carrying company mail which arrives at the terminal where bids close prior to closing time of bids. Employees submitting bids at variance to the above, such as Western Union, U.S. Mail and Company Mail, will be at risk of party submitting same.

(w) Excepting when it is impossible to perform regular service due to an act of Providence, assigned road switcher, work train, local freight and mixed train crews are entitled to start a trip each calendar working day (including legal holidays), and to receive compensation therefor.

Assigned through freight crews are entitled to start a trip each day assigned to work and to receive compensation therefor.

The above understanding are subject to the following conditions:

(w)(1) If a crew fails to start a trip on any day assigned to work, but starts two (2) trips the following day, its pay for the first trip will be calculated from two (2) hours after its assigned starting time or 11:55 p.m. of the preceding date, whichever is the earlier, and the first trip will be considered as having started at that time, thus satisfying the requirements that a trip will be started each day the crew is assigned to work.

EXAMPLE: A crew assigned to start a trip at 11:00 p.m. of the 1st, but is not actually placed on duty until 1:00 a.m. of the 2nd, and is again brought on duty prior to midnight of the 2nd. The guarantee of the 1st will be satisfied by paying as though the trip commencing at 1:00 a.m. of the 2nd had been started at 11:55 p.m. Of the 1st.

EXAMPLE: A crew is assigned to start a trip at 9:30 p.m. of the 1st but is not actually placed on duty until 1:00 a.m. of the 2nd, and is again brought on duty between 9:30 p.m. and midnight of the 2nd. The guarantee for the 1st will be satisfied by paying as though the trip commencing at 1:00 a.m. of the 2nd had been started at 11:30 p.m. of the 1st.

(w)(2) If a crew fails to start a trip on a day assigned to work and start only one (1) trip on the following calendar day, it will be allowed the mileage without overtime (subject to the minimum day rule) of the assignment for the day on which the trip was not started, and compensation for the trip started the following day will be computed from the time called to report therefor. If and when

the crew subsequently starts two trips on a calendar both trips will be paid for without regard for the fact that a trip not made has already been paid for.

EXAMPLE: A crew assigned to start a trip at 11:00 p.m. of the 1st is not placed on duty until 5:00 a.m. of the 2nd, starts only one trip on the 2nd and 3rd, but starts two trips on the 4th. Pay the mileage without overtime of the assignment for the 1st, actual earnings for the 2nd and 3rd, and actual earnings as of two (2) trips for the 4th.

(w)(3) If an employee is required to report for duty more than two (2) hours in advance of his assigned starting time, he will be allowed an additional day's pay.

EXAMPLE: An employee with assigned starting time of 10:00 p.m. is called for duty at 7:00 p.m. He will be paid a minimum day for the time in advance of 8:00 p.m. and the time, or miles, of the assignment, subject to the minimum day rule for the time subsequent to 10:00 p.m.

(w)(4) If a crew is called for duty more than two (2) hours after its assigned starting time but prior to midnight, its pay will be calculated from two (2) hours after its assigned starting time. When the occupant of assigned freight run requests and can be notified but is not notified as to the call being set back, he will be paid from the bulletined on duty time. When notified that assignment is set back prior to reporting or when Carrier is not responsible for failure to so notify the occupant of the assignment, payment will start not later than two (2) hours after bulletined on-duty time of assignment.

EXAMPLE: If a crew is assigned to start a trip at 7:00 p.m. but is not called to report for duty until 11:00 p.m. its time will commence at 9:00 p.m.

(w)(5) In so far as concerns crews assigned to local freight and mixed train service, Items 1 and 2 are applicable only under circumstances wherein the local and mixed train guarantee rules apply.

ARTICLE 18

APPLICATION FOR EMPLOYMENT

(#)Section 1 - Probationary Period

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

(As Amended by Memorandum of Agreement Below 1989)

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees on the Western Region (Coast Lines) represented by the United Transportation Union, conductors, Brakemen and Yardmen's Committee.

IT IS AGREED:

Article VII, Section 1 of the August 25, 1978 Agreement is amended to read:

Applications for employment will be rejected within ninety (90) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the Carrier must be declined in writing to the applicant.

This Agreement will become effective June 16, 1989 and may be automatically canceled by either party upon 20 days written notice.

Signed in Chicago this 8th day of June, 1989.

(#)Section 2 - Omission or Falsification of Information

An employee who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the Carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the Carrier had timely knowledge of it.

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

1985 - ARTICLE IV - Section 5(a) - Duplicate Time Payments (Shall not Apply to New Employees after this Date)

(a) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not apply to employees whose seniority in train or engine service is established after the date of this Agreement.

1985 - ARTICLE IV - Section 6 - Rate Progression - New Hires

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

1985 - ARTICLE VI - Section 2(b) - Deadheading for New Employee

Existing rules covering deadheading are revised as follows: Section 2(b) - Payment For Deadheading Separate From Service

(b) For New Employees**

Computation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to other than the employee's home terminal does not begin within **16** hours after completion of deadhead, a minimum of a basic day at such rate will be paid. If deadheading from service at other than the employee's home terminal does not commence within **16** hours of completion of service, a minimum of a basic day at such rate will be paid.

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

** Employees whose earliest seniority date in a craft covered by this Agreement is established after the date of this Agreement.

1985 - ARTICLE VI - Section 3 - Application

Existing rules covering deadheading are revised as follows:

Section 3 - Application

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

This article shall become effective November 1, 1985 except on such carriers as may elect

to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

ARTICLE 19

LEAVE OF ABSENCE

(a) Leave of absence will be granted at the discretion of the Company and, except in case of sickness or where serving on UTU's committee, will be limited to not exceed one (1) year.

(b) When reasonable notice has been given members of grievance committee shall be granted leave of absence when on committee business.

(c) Employees, accepting positions with the State Utilities Commission or the Interstate Commerce Commission, will be granted leave of absence for the period employed by these Commissions.

(d) An employee confined to a hospital due to physical incapacitation that renders him unable to resume duty, will be protected by leave of absence until released by the hospital doctor.

(#)(e) Bereavement leave, not in excess of three (3) calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse, or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in usual manner. (#)

(Article XII, National Agreement of August 25, 1978)

August 24, 1994

Side Letter #5

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

Note: In connection with the above death of a half-brother, half-sister, stepbrother, stepsister, stepparents, or stepchildren would entitle an employee to bereavement leave. This rule is also applicable to a family relationship through the legal adoption process.

- (2) In such cases, three (3) minimum days' pay at the rate of the last service rendered will be allowed for the three (3) days following date of death provided an employee is off on those days. An employee need not have stood to work on one or more of the days in order to receive bereavement leave pay.

(See Note Next Page)

NOTE: Bereavement pay will not be applicable during an employee's vacation. Also, if an employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay, he would only be entitled to one (1) basic day's pay for that day.

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

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees on the Eastern, Wester Lines and Coast Lines, excluding Northern and Southern Divisions, represented by the United Transportation Union, Conductors, Trainmen, and Engine-men's Committees.

In connection with the National Railroad Passenger Corporation (Amtrak) desires to employ train and engine service personnel for operation of its services.

IT IS AGREED:

1. When an employee desires to accept employment with Amtrak, he/she shall make application in writing to the Superintendent for leave of absence.
2. The leave of absence will, at the direction of the Company, be granted the employee for the duration of employment with Amtrak, consistent with the needs of the service.
3. While on leave of absence, the employee must keep the Superintendent advised of his current address and telephone number.
4. Employees covered by this Agreement, while on leave of absence, will continue to retain and accumulate seniority.
5. No request for leaves of absence will be granted after the expiration of a two (2) year period commencing with the effective date of this Agreement.
6. An employee who is granted a leave of absence to this Agreement will be permitted to return to the Company's service only under the following conditions:
 - (a) The employee is unable to hold a regular assignment or an extra board position with Amtrak (except for disciplinary reasons), or
 - (b) After an employee has been with Amtrak for six (6) months and prior to the expiration of two (2) years, which period will commence with the date of the employee's employment with Amtrak, the employee may voluntarily return to the Santa Fe. If the employee elects to remain with Amtrak at the end of the two (2) year period, he/she may not voluntarily return to Santa Fe except in accordance with paragraph (a) above.
7. If an employee fails to return to the Santa Fe within 30 days after being furloughed by Amtrak, the employee will automatically forfeit all seniority and other employment rights with the Santa Fe.
8. If an employee is furloughed by Amtrak and returns to the Santa Fe, the employee will be given a leave of absence when recalled to Amtrak.
(From Agreement dated September 8, 1986)

ARTICLE 20

**EXTRA WORK, FREIGHT AND PASSENGER,
UNIFORMED FREIGHT CREWS**

(a) Except as provided in the third (3rd) paragraph hereof and in Section (c) of this article, senior eligible freight conductor assigned or unassigned must do all of the extra passenger work when available.

The senior extra freight conductor on respective district will do all extra freight running when available. When not available the senior available extra freight conductor will be used. An extra freight conductor working as a brakeman may be permitted to lay in, making himself available for extra freight service if he can be relieved.

EXAMPLE 1: One passenger vacancy open at one o'clock and one at 1:30, senior eligible conductor must take the first vacancy if he is available even though he prefers the latter.

EXAMPLE 2: Extra passenger conductor "A" due out at 9:00 in freight service, a passenger vacancy to be open following day and it is known that conductor junior to "A" will be available, the Company may not desire to hold "A" but he may be permitted to lay in, making himself available for extra freight service if he can be relieved.

Unless otherwise provided, an extra conductor protecting either freight or passenger vacancy under this article will remain thereon until relieved by the regular conductor or displaced by a senior conductor. In addition to assigned passenger conductor the following number of conductors will provide themselves with uniforms:

Eight at Albuquerque	First District.
Seven at Gallup	First District.
Eight at Winslow	Second District.
Eleven at Winslow	Third District.
Four between Barstow and Bakersfield	

Conductors electing to provide themselves with uniforms in compliance with the above will do so through bid and shall be subject to displacement under paragraphs (b) and (f) of Article 17. Should there sufficient number of the senior extra freight conductors must provide themselves with uniforms to insure fulfillment of the quota. Senior conductors who do not elect to provide themselves with uniform will not be entitled to payment under runaround clause when junior conductors are available and used.

(See Next Page)

Conductors assigned to passenger classes may mark up for "Passenger Only" and his regular assignment and turn, or turns, as extra freight conductor will be bypassed until he marks up for his

regular assignment.

(b) All extra passenger work which originates and terminates between Riverbank-Bakersfield, both inclusive, will be protected by Calwa Extra Conductors' Board, except that if a Richmond extra conductor is available, at the point of origin, he will be used. All other extra passenger work will be handled by Richmond Extra Passenger Conductors' Board.

(c) Conductors bidding in work trains, mixed and local freight assignments will not be used except in emergency for extra passenger work under paragraph (a) of this article when having notified the trainmaster in writing of their desire not to be used in such service while holding such runs, it being understood that having filed such notice it may not be withdrawn while conductor hold same assignment. Runaround rule is not to apply in fulfilling this paragraph.

(d) A regular or extra conductor, holding an assignment at an outlying point, will not be available for service as an extra conductor at the terminal of the district.

(e) An extra conductor holding an assignment as brakeman in passenger service, will not be used, except in case of emergency, as an extra conductor under paragraph (a) of this Article when he has so notified the trainmaster in writing of his desire to be not so used. Having filed such notice, it may not be withdrawn while holding such assignment. Runaround rule is not to apply in fulfilling this paragraph.

(f)(1) A regularly assigned conductor will not be required to hold himself in readiness for service on his layover day unless so notified. If held for service to which assigned, will be paid a minimum day at rate applicable to service to which assigned.

(f)(2) An emergency conductor taken from his regular assigned run in service other than that of conductor shall be compensated for service performed as a conductor under rules governing, but he shall not be paid less than he would have earned had he remained on his regular assignment.

If his regular assignment is not operated during the time he is used in the other service, he will be paid the earnings of the additional service. If prevented from being used on his regular assignment account hours of service law following his use in the other service, he will be paid the earnings of his regular assignment for that trip.

(f)(3) An assigned conductor used off of his regular assignment will receive not less than what he would have earned had he remained on regular assignment.

(See Next Page)

If his regular assignment does not operate during the time he is being used off his assignment, he will be paid the earnings of the additional service. If prevented from being used on his regular assignment, he will be paid the earnings of his regular assignment for that trip.

(NOTE) Applicable at San Bernardino, Needles, Winslow, Gallup, Bakersfield

“When the Freight Conductors Extra Board is exhausted, and there is no demoted conductor on the regular crew, the senior rested available conductor who is working as a brakeman and has not signed off to protect extra conductors work will be used. (This would not prevent the use of the senior employee signed off in case of emergency or absence of available promoted employee not signed off.) It will be necessary for an employee desiring to sign off extra conductors work to submit in writing to the Crew Dispatcher a notice he does not desire to run other than his own assignment. It will take a 15-day notice to cancel such a request. Employees signing request not to be used will not be entitled to runaround rule if not used.”

(f)(5) In filling of Foremen’s vacancies at Gallup when there are no foremen available in yard service, the vacancies will be filled:

1. First go to the brakemen’s extra board and use the first out qualified man holding seniority as engine foreman for the vacancy.
2. If vacancy cannot be filled in this manner, the next step will be the first out conductor on the conductor’s extra board.

NOTE: If filled under items 1 and 2 above, the man used will stand first out after 8 hours from time of tie-up but not earlier than completion of the 8 hour shift of yard assignment, but will not be required to work 2 consecutive shifts in the yard as a foreman.

3. If conductor’s extra board is exhausted, the senior extra conductor should be used.

(From Agreement of December 14, 1968)

(g)(1) When conductors who are assigned to the Extra Passenger Conductors’ Board or Extra Freight Conductors’ Board or Unassigned Emergency Extra Conductors lay off or miss a call for conductor’s service, they will not again be considered available for service as an extra conductor, except in case of emergency, until after the expiration twelve (12) hours.

When Conductors on the Passenger Conductors’ Extra Board, at Needles, lay off, or miss a call, and their turn is called for a regular assignment (conductor’s vacancy) to Los Angeles return, they will not be permitted to report for service until this agreement returns to Needles from Los Angeles.

(From Letter Agreement December 26, 1957)

(h)(1) On districts where there is sufficient extra passenger work to warrant the establishment of a passenger conductors’ extra board, it will be done, the establishment of such boards to be confined to home terminals of through passenger assignments.

(h)(2) The number of conductors assigned to each passenger conductors' extra board, established under provisions of paragraph (1) of this Section. Will be regulated by the Conductors' Local Committee as per Article 25. In the regulation of the mileage on the Passenger Conductors Extra Board the mileage check will be made on a ten (10) day basis, such check to be made to cover the ten (10) day period ending with the 10th, 20th and last day of each month. The Carrier will maintain a form, at each point where the Board is located, for the purpose of registering the dates and the mileage made by conductors assigned to or working on the Passenger Conductors' Extra Board.

NOTE: There is no prohibition against either increasing or decreasing the number of conductors on the board between the 10-day checking periods when the extra work available to the conductors increases or decreases to a point where the mileage principles of Article 25 cannot be accomplished.

(h)(3) Where extra boards are established as per paragraph (1) of this Section or when vacancies thereafter occur on such boards the provisions of Article 17 will apply. Turns will be marked up on the Board and the senior available extra freight conductor making request, in writing, will be marked up on the same, pending close of bids, subject to displacement by a senior eligible extra freight conductor, making such request in writing. In either case, the conductor making such request of displacement will remain on the vacancy, or turn, until the successful bidder reports for same. In the event no application is made, in writing, for the vacancy, or turn, the turn will be bypassed and placed at foot of board at the time bids close.

(h)(4) When extra board is decreased, as per paragraph (2) of this section, the junior conductor assigned there to will be removed and he will have the right of displacement as per Article 17(b).

(h)(5) When vacancies occur on the extra board, other than those referred to in paragraph (3) of this section, the senior available extra conductor making application, in writing, will be permitted to mark up on same, subject to displacement by a senior available extra conductor. It is understood that such vacancies occurring by reason of a lay-off will not be subject to the foregoing until after the expiration of seven (7) days.

(h)(6) Conductors holding positions on the passenger conductors' extra boards will be used first-in first-out subject to the provisions of Article 10.

(h)(7) Conductors assigned to or holding positions on the passenger conductors' extra board will, when available, be used to fill all vacancies occurring on assigned passenger runs and all extra passenger service allocated to such extra boards.

(h)(8) When the extra board is exhausted, the provisions of paragraph (a) of Article 20 will apply.

(h)(9) At terminals where extra passenger conductors' boards are maintained, emergency extra passenger conductors will make known, in writing, their desire to be used in extra passenger service when the extra passenger board is exhausted and will be so used in accordance with paragraph (a) of Article 20. When such request has been filed it may not be withdrawn for a period of six (6) months.

(h)(10) At terminals where passenger extra boards are not established, extra passenger conductors assigned to passenger classes, will, when used in passenger service, come under the provisions of paragraphs (a) and (f) of Article 20.

(h)(11) Except as modified herein all other provisions of Article 20 as well as all rules and practices covering assigned or unassigned passenger service will be applicable to passenger conductors' extra boards.

(i)(1) At district home freight terminals, where there is sufficient extra freight work, conductors' freight extra boards will be established to protect all extra freight conductors' work on the district, or districts, in the territory of the district home terminal.

(i)(2) The number of conductors assigned to the freight conductors' extra board, established under paragraph (1) of this section, will be regulated by the conductors' Local Committee under the mileage prescribed by the provisions of Article 25.

(i)(3) The carrier will maintain a Form, at each point where the extra board is located, for the purpose of registering the dates of the trips and the mileage made by the conductors assigned to the extra board.

(i)(4) The Conductors' Local Committee will check the mileage made by the conductors assigned to extra board on a ten (10) day basis; checks will be made to cover the ten (10) day periods ending with the 10th, 20th, and last day of each month.

(See Note Next Page)

NOTE: Nothing in the foregoing will prohibit the Conductor's Local Committee from increasing or decreasing the number of conductors on the Board between the ten (10) day checking periods, when the extra work available to the extra conductors either increases or decreases to a point where the mileage principles of Article 25 cannot be accomplished.

(i)(5) When bulletins are posted to increase the number of conductors on the board, or as vacancies thereon are bulletined, no conductor will be placed thereon to till the vacancy until bulletin advertising position expires and assignment is made. All assignments to be made as per Article 17.

NOTE: When bulletins are posted to increase the number of conductors on the freight conductors, extra board at Winslow, Second District, and Needles or vacancies thereon are bulletined, turns will be marked up on the board when advertised and the senior extra freight conductor making request, in writing, who simultaneously submits a written bid for the vacancy, will be marked up on same pending closing of the bids, subject to displacement by a closing of the bids, subject to displacement by a senior eligible extra freight conductor making such request in writing who also simultaneously submits a written bid for the

vacancy. In either case, the conductor making such request will remain on the vacancy, or turn, until successful bidder reports. In the event no application is made in writing for the vacancy, or turn, same will be by-passed and placed at the foot of the board at the time the bids close.

(i)(6) Vacancies on the extra board created by conductors laying off or being used in other service will not be filled except as provided in paragraph (5) of this section, and conductor will be marked at foot of extra board when resuming service thereon.

(i)(7) When necessary to decrease the number of conductors on the board, the junior conductor will be removed from the board and will have the right of displacement as per Article 17(b).

(i)(8) Conductors assigned to the freight conductors' extra board will be used first-in, first-out, subject to the provisions of Article 10.

When the conductor's extra board is exhausted, vacancies will be filled in the following manner:

- (1) By the senior demoted conductor working on the crew on which the vacancy occurs.
- (2) If there is no demoted conductor on the crew on which the vacancy occurs, the senior available unassigned conductor at the terminal where the board is located, will be used. After completing the service for which called, or on the return his layover point, or home terminal, he will be returned to his assignment.

(i)(9) When vacancies are filled under the provisions of Paragraph (8)(a), other senior extra freight conductors will not be entitled to payment of runaround.

(i)(10) Where vacancies are filled under the provisions of Paragraph (8)(b), the emergency conductor used will be compensated under the provisions of Article 20(f).

(i)(11) Emergency conductors filling a conductor's vacancy on an assignment tying up at an outlying point will be relieved as per Article 17(r), Article 20(a), or as soon as possible after a conductor assigned to the extra board becomes available.

(i)(12) Except as modified herein all other provisions of Article 20 as well as all rules and practices applicable to freight service will apply to assigned Freight Conductors' Extra Boards.

***COMBINATION PASSENGER AND FREIGHT CONDUCTORS'
EXTRA BOARDS AT CALWA AND BAKERSFIELD**

(12)-1 - Conductors assigned to Conductor's Extra Board will run first-in, first-out, protecting all extra conductors' work in both freight and passenger service and including service on outside runs protected by the respective Boards.

(12)-2 - Conductors assigned to the Board will be regulated under the provisions of paragraph (i), Items 2, 3, and 4 of Article 20 of the Conductors' Schedule Mileage to be computed on basis of 4000 miles in freight service and when conductors make a trip in passenger service at passenger rates they will register two-thirds (2/3rds) of trip mileage.

(12)-3 - When Extra Board is increased or when vacancies occur the provisions of Article 17(n) will apply. When Board is increased turns will be marked up on the Board. When new turns or vacancies occur on the Board, the senior eligible unassigned conductor, making request in writing who simultaneously submits a written bid, which cannot be canceled, for the vacancy, will be marked up on the same, pending close of bids, subject to displacement by a senior eligible unassigned conductor. In either case, the conductor making such request or displacement will remain on vacancy, or turn, until the assigned conductor reports for same. If no requests are received for the new turns or vacancies, the turn will be held last out on the Board until successful bidder is assigned.

(12)-4 - When necessary to decrease the number of conductors on the Board, the junior conductor will be removed from the Board and he will have the right of displacement as per Article 17(b).

(12)-5 - Conductors assigned to the Conductors' Extra Board will be used first-in, first-out, subject to provisions of Article 10.

(12)-6 - When a conductor, assigned to the Conductors' Extra Board, lays off or misses a call, he will not be available for service as an extra conductor until the expiration of twelve (12) hours, except in cases of emergency. When an extra conductor lays off or misses a call, and his turn on the Board catches an outside assignment, he will be required to displace the extra conductor on the outside assignment when he reports for duty, and will not be paid for deadheading in either direction.

CALWA:

(12)-7 - When the Conductor's Extra Board is exhausted and it is necessary to fill a vacancy for a conductor on a crew, the senior promoted brakeman holding assignment on that crew will be used. In the event there are no extra conductors assigned as brakemen on the crew where the vacancy exists, the extra conductor first out on the Brakemen's Extra Board will be used; except where two (2) or more promoted men are called from the Brakemen's Extra Board, to fill vacancies on the same crew as Conductor and Brakeman. The senior of those used will fill the vacancy as conductor. If no extra conductor available on the Brakemen's Extra

Board. The Junior available extra freight conductor will be used under the second paragraph of Article (2)(a); except, if for passenger service and no extra conductors, with uniform, on the crew or on extra Brakemen's Board, the senior available extra conductor making request under Item 9 of paragraph (h) of Article 20 will be called for the trip and on return to the terminal, will be placed back on the position from which taken. Other senior conductors will not be entitled to payment under runaround rule when extra conductors are used in the above mentioned instances.

BAKERSFIELD:

(12)-7 - When the Conductors' Extra Board is exhausted and it is necessary to fill a vacancy for a conductor on a crew, the senior promoted brakeman holding assignment on that crew will be used. In the event there are no extra conductors assigned as brakemen on the crew where the vacancy exists, the extra conductor first out on the Brakemen's Extra Board will be used; except where two (2) or more first promoted men are called from the Brakemen's Extra Board to fill vacancies on the same crew as Conductor and brakeman, the senior of those used will fill the vacancy as Conductor. In no extra conductor available on the Brakemen's Extra Board, the senior available extra freight conductor will be used under the second paragraph of Article 20(a); except, if for passenger service and no extra conductors, with uniform, on the crew or on Extra Brakemen's Board, the senior available extra conductor making request under Item 9 of paragraph (h) of Article 20 will be called for the trip and on return to the terminal, will be placed back on the position from which taken. Other senior conductors will not be entitled to payment under runaround rule when extra conductors are used in the above mentioned instances.

(12)-8 - A conductor making a displacement on the Extra Board will take the turn of the conductor displaced; except if the turn is out on the road on other than an outside assignment, and the extra board is exhausted, the displacing conductor will be used, instead of an emergency conductor, and he will retain his turn in the order so used.

(12)-9 - In the event that all conductors are reduced from the Board in regulating the mileage, as provided in Items 2 and 4 of this section, the Board will be considered as exhausted and the provisions of Item 7 of the section will apply in using emergency conductors.

(12)-10 - Senior extra conductors, who do not elect to bid in an assignment on the Extra Conductors' Board, will not be entitled to payment under the Runaround Rule when junior conductors assigned to the Conductors' Extra Board are used.

(12)-11 - Except as modified herein, all other provisions of Article 20 not in conflict with this section, as well as all rules and practices applicable to assigned or unassigned passenger service when filling passenger vacancies, and to freight service when filling freight vacancies, will apply to the Conductors' Extra Board.
(From Agreements dated November 20, 1956 and November 11, 1960)

AT WINSLOW ONLY:

**Conductors Hold Down Understanding
June 12, 1968**

Mr. W. D. Huff
General Chairman O.R.C.&B.
932 Bartlett Building
Los Angeles, California

Dear Sir:

Please Refer to Vice Chairman Corey's letter of May 20, 1968, file 20-262 2-222, regarding your request that paragraph (i) of Article 20 of the Conductors' Agreement be amended to be applicable at Winslow on the Second and Third Districts only.

Since you have agreed to the change proposed in my letter of May 16, 1968, I am arranging to place the following revised proposal in effect promptly, with the understanding that it may be canceled by either party upon ten days' written notice:

"The conductors assigned to the freight conductors' extra board, may, when called to fill the vacancy of a conductor who is on vacation, leave a written request to mark up on same for the duration of vacation. Conductors marking up will take their turn on the extra board with them and may be displaced by any senior conductor assigned to the freight conductors' extra board, providing he does so while turn or assignment is out of town or within six (6) hours after his tie up at the home terminal. The junior conductor so displaced will then go to the extra board as per his tie up unless displacement also included his rights to the extra board."

- (1) On Second District per Conversation 9/11/68, if man displaces on Extra Board and junior man is on hold down job, will have to go to hold down. **(9/11/68)**
- (2) If conductor bids off Extra Board and dis riding a hold down he will immediately be placed on his new job and vacate the hold down. **(9/11/68)**
- (3) Cannot count lay off prior to vacation. **(5/5/78)**
- (4) There has to be someone marked up on vacation hold down in order to bump on vacancy and does not have to be the junior man. **(5/5/78)**
- (5) Conductor must be available for call and in Winslow to displace a junior employee on a hold down. **(7/3/79)**

(j) Rules covering local conditions, which apply to extra boards, at different terminals, may be made subject to approval by the General Chairman and the General Manager.

(k) A combination passenger and freight conductors' extra board will not be established without the concurrence of the General Chairman.

(aa) Brakeman on assigned runs will not be required to hold themselves in readiness for service on their lay-over days unless so notified. If held for service and not used, they will be paid a minimum day.

(bb) A trainman used in another grade of service and his assignment as a brakeman is operated during the time he is used in such other service the greatest earnings of either the extra service or his brakeman's assignment will be paid.

If his regular assignment is not operated during the time he is used in the other service he will be paid the earnings of the additional service. If prevented from being used on his regular assignment account Hours of Service Law following his use in the other service he will be paid the earnings of his regular assignment for that trip.

The application of this paragraph (bb) is to eliminate loss of earnings to employees who, by virtue of seniority or other applicable rules, are required to perform service in another grade of service. It is agreed that this rule is not intended as a "penalty" but, to provide for a "make whole" rule.

The following provisions will be applied when determining payments to be made under the rule:

1. The period for computing "make whole" allowances will begin at the outset at the time the employee is first called for service on other than his regular assignment and will continue until the employee so used arrives at the home terminal at the time his assignment is at the home terminal. Where the same employee is again called for service on other than his regular assignment without having performed service on his regular assignment, a second period will commence at the time called for the service off of his regular assignment and will continue until the employee so used arrives at the home terminal at the time his assignment is at the home terminal.
2. An employee who is called for service other than his regular assignment during his layover period, completes the service and returns to his regular assignment, suffering no loss of time thereon, will be paid for the extra service performed in addition to all earnings made on his regular assignment.
3. An employee who is called for service other than his regular assignment,; completes the service called for and is ready for service on his regular assignment but is not allowed to work when it is called due to application of the hours of service law or the applicable calling rules and performs no additional service before his regular

assignment returns to the home terminal will be paid the amount he made in extra service plus the earnings of his regular assignment.

4. An employee who is called for service other than his regular assignment; completes that service but on such completion his regular assignment is on duty or has departed will be paid the earnings of the extra service or his regular assignment, whichever is the greater.
5. An employee who is called for service other than his regular assignment; completes the service for which called and is ready for service on his regular assignment but is not allowed to work when it is called due to application of the hours of service law or the applicable calling rules, and before his regular assignment returns to the home terminal performs still additional extra service, will be paid as follows:
 - a. Extra service performed before his regular assignment will be paid for separate and apart from other payments.
 - b. Additional extra service performed during the period his assignment is away from the home terminal or the earnings of his regular assignment, whichever is the greater.

EXAMPLE: Employee called off his regular assignment for service on duty at 4:00 p.m., April 1st, while his regular assignment is at the home terminal, makes a turnaround trip and ties up at 8:00 p.m., April 1st. His regular assignment is called at 8:30 p.m., April 1st and he is not used because not available in time for call. His assignment works to opposing
(See Next Page)

terminal and ties up at 7:30 a.m., April 2nd and is called for return trip on duty 5:00 p.m., April 2nd, tying up at home terminal at 4:00 a.m., April 3rd. He is called in additional extra service on duty at 6:00 a.m., April 2nd, arrives opposing terminal 11:00 a.m., April 2nd, called on duty opposing terminal 7:30 p.m., April 2nd, arrives home terminal 4:30 a.m., April 3rd. Will be paid actual earnings for turnaround trip 4:00 p.m. to 8:00 p.m. April 1st and, in addition the earning of his assignment on April 2nd and 3rd, whichever is greater. When he arrived at home terminal at 4:30 a.m., April 3rd, his assignment was also at the home terminal and the period for computing "make whole" allowance terminated. Any further service off his assignment will start a new period.

6. An employee who is called for service other than his regular assignment at a point going on and off duty at other than his home terminal or tie-up point will be paid the difference in earnings between what he earned on the outside assignment and what his

regular assignment earned, computed from the time he leaves the home terminal or tie-up point until he returns to the home terminal or tie-up point at the time his assignment is at the home terminal or tie-up point, irrespective of the number of days involved.

EXAMPLE:Employee is called off his regular assignment for service at outside point and performs service on April 1, 2, 3, 4, 5, and 6 and returns to terminal and his regular assignment on April 6th. Regular assignment has bulletined layover day on April 6th. Difference in earnings, if any, will be based on total earnings on outlying assignment for April 1, 2, 3, 4, and 5 as compared to earnings of regular assignment on those dates, April 6th to be paid separately because of being bulletined layover day of regular assignment.

7. In the application of the above paragraph, service performed on layover days established by bulletins in any assigned service will be paid for separately and will not be used to offset loss of earnings of his assignment. The on-duty time will establish the date of service.

EXAMPLE:Employee is called for service off his assignment on duty 4:00 a.m., April 1st, at Needles and works as passenger conductor to Los Angeles where he ties up at 11:15 a.m., April 1st, lays over in Los Angeles until on duty at 8:30 p.m., April 3rd, arriving Needles at 3:40 a.m., April 4th. His regular assignment as passenger brakeman goes on duty Needles 4:40 a.m., April 1st, arrives Winslow 11:30 a.m., April 1st, on duty Winslow 7:00 p.m., April 1st, ties up Needles 12:50 a.m., April 2nd. Assignment then lays over in Needles April 2nd and 3rd. Employee used off his regular assignment will be paid earnings of extra service Needles to Winslow and return, whichever is the greater. Extra service performed Los Angeles to Needles on April 3rd (on layover to offset loss in earnings on assignment).

ARTICLE 21

CUT OUT BETWEEN TERMINALS

It is not the intention to cut out crews between terminals, but is recognized that the exigencies of the service will sometimes require this; notably at such points as Ash Fork and Williams. It is understood that conditions may arise at other points similar to those now existing at those above mentioned. Crews so cut out if not regularly assigned shall stand first out with respect to crews similarly cut out, if held eight (8) hours from time tied up, will be paid at one-eighth (1/8th) of the daily rate applicable to last service performed for each hour held after eight (8) hours with a maximum of eight (8) hours' payment and similarly for each succeeding twenty-hour (20) period. Further, that payment for time held will be separate and apart from payment for succeeding service or deadhead trip.

As to established "cut out" points, crews will not be considered as cut out within the meaning of this rule unless so advised prior to arrival at "cut out" point and not then unless tied up for two (2) hours or more.

While a crew (or crews) is tied up at cut out point, a crew in the same class of service subsequently arriving at such point deadhead will not be placed in service out of the cut out point ahead of crew or crews previously cut out if latter available for service; neither will a crew arriving at cut out point in service and setting out entire train be deadheaded or worked out of cut out point ahead of crew or crews in same class of previously cut out.

This rule is not applicable to passenger service.

ARTICLE 22

CALLED AND NOT USED

(a) When employees are called and for any reason, not of their own act or fault, are not used on the train for which called, they will be allowed straight time for the time so held. The minimum allowance under this section shall be one (1) hour but payments under initial terminal delay rules shall be credited against this one (1) hour payment. The foregoing does not apply when employees are required to exchange trains in order to avoid runarounds.

(b) When employees are called and report for duty; and after performing work in connection with their train, such as receiving train orders and/or checking train, and are then released, they will be allowed the mileage called for passenger service and a minimum of 150 miles if called for passenger service and a minimum of 100 miles if called for other classes of road service, and will remain first out. Where payment is made under this rule no payment will be made under initial terminal delay rules.

ARTICLE 23

SENIORITY WHILE TRANSFERRED OTHER SERVICE

Except as provided for in Dual Seniority provisions of Article 16 and paragraph (f) thereof, employees transferred to other than train service will, after the expiration of sixty (60) days from the date of such transfer and until again returned to train service, i.e., the time between sixty (60) days subsequent to the date of such transfer to the date when again returned to train service will not be reckoned in computing their seniority.

ARTICLE 24

PART OF CREW USED IN OTHER SERVICE

Where fractional part of freight crew is called to perform other service, if turn is tied up, balance of crew is to be paid for actual time lost, unless assigned to other service. The part of crew not used is entitled to same compensation as earned by other members of crew.

ARTICLE 25

INCREASING AND REDUCING FORCE

(a) when it is necessary to increase or decrease the number of assigned conductors, in any assignment, the increase or decrease will be requested by the Local Committee of Adjustment in writing, to the Superintendent or his representative. Upon receipt of the request the increase or decrease will be made on a minimum of 6,000 miles in Passenger service and 4,000 miles in Freight Service.

(b) It is the intent of the Company that crews shall make an average of 3,500 miles per month, it being understood that in times of good business crews may be allowed to make miles in excess of 3,500 miles.

(c) In the regulation of chain gang pool turns and extra brakemen boards, necessary increases or decreases will be made in line with written requests from the Local Committee of Adjustment representing brakemen in road service. Such request are to be made in writing to the Superintendent or his representative. Adjustments will be made as promptly as consistent to do so, providing they are in line with the agreed to mileage regulation between the General Committee and the Carrier.

To comply with the foregoing, all increases and decreases will be made in conformity with Article 17, other paragraphs of the Article 25, and the dual seniority agreement.

Reductions of pool crews are to be made in line with Article 17(d). In reducing extra boards the junior extra brakemen on the board will be first reduced, and so on, in turn according to their seniority.

It is understood that nothing in this rule shall prevent the Superintendent from increasing forces to take care of anticipated service needs.

(d) If an individual lodge desires to establish a system whereby the regular and extra brakemen will register their miles in a book provided, that the General Chairman in conjunction with the local lodge will establish a rule concurred on by the General Chairman in conjunction with the local lodge officials that the Company Officials agree that the employees be subject to discipline if they fail to register the correct mileage or violate the instructions.

It is agreed that at terminals where the above rule is in effect the Carrier is relieved of furnishing statement of mileage. The Carrier will not police the registration of mileage, but when a failure to properly register mileage is called to their attention they will handle with employee involved for correction.

(e) Where necessary to reduce the number of brakemen on any extra board, the employees on the board to be reduced will be cut off and furnished information as to junior brakemen who are assigned to other extra boards on the seniority districts, assigned to outlying job on the seniority district, and it will then be necessary for the men cut off to exercise their seniority over any

employees their junior or forfeit their seniority.

Extra employees who are filling vacancies of regular employees tying up at outside points are to be considered the same as being on the extra board and when they are cut off the first out extra employee to be deadheaded to relieve him.

Nothing herein prevents a brakeman cut off extra board from exercising his seniority in line with provisions of dual seniority embodied in Article 16.

(f) Trainmen cut off in force reduction will be returned to service, and, if physically qualified upon return to SERVICE, will continue to retain the seniority date he held when cut off.

(g) Trainmen cut off in force reduction and who desire to be given consideration when force is increased must, while cut off, keep the employing officer advised of their whereabouts and present themselves as soon as possible, but not in excess of fifteen (15) days from date notified of an increase in force. Trainmen failing to comply with the foregoing forfeit all right to retention of seniority days as covered in paragraph (d) and (e) of this article. If a trainman is sick and cannot respond to the call, his seniority date will be protected providing he can furnish sufficient proof of his illness.

(h) Trainmen cut off because of force reduction and returned to the service within a period of six (6) months from date cut off will not be required to take a physical examination, unless he has been in the service of another rail carrier.

(i) when extra board is depleted and a brakeman is needed for an emergency trip the senior laid off brakeman available will be used. If laid off brakeman is not available, yardman will be used.

Except as provided in Dual Seniority Agreement, yardmen shall have no rights in road service. When road forces are exhausted and yardmen service rules at yard rates.

When used as conductor the same formula using foremen's rates will apply.

Subsequent wage increases will be applied.

(j) when a brakeman is out of service because of a reduction in force and there is a shortage of men on another seniority district, such brakeman may be given temporary

(See Next Page)

employment thereon and will retain his seniority on his home district up to the time he may either be called back, or is cut off because of reduction of force on the district to which temporarily transferred. If he is called back to his home district he may return, or may elect (by notifying the trainmaster in writing) to remain on the district to which temporarily transferred. If cut off on the district to which temporarily transferred because of reduction of force he may elect to retain seniority on that district, in which case he must notify the trainmaster in writing, at time reduction is made, and will thereafter cease to hold seniority on his former seniority district. Failing to file such written notice with the trainmaster it will be assumed that he elects to retain his seniority on his home

district. In either of the above cases he will hold seniority date as of his first trip in last continuous service.

(k) In connection with reduction of forces where two (2) or more extra boards are maintained in the same seniority district, the following will govern.

Where there is a reduction of force at one (1) terminal, the junior employees on the extra board who are to be cut off the extra board will be given written advice to that effect and in the same notice will be furnished the names of junior employees who are holding regular assignment or working on other extra boards within the same seniority district.

The number of senior employees required to displace such junior employees will be required to exercise displacement rights within the time limit prescribed in the schedule or forfeit their seniority, except when granted leave of absence, in which event, must make displacement within time limit prescribed from time of reporting.

In the event the trainman who is transferring to the opposing extra board is not qualified to mark up on that extra board due to it being necessary that he pass a foreign line book of rules examination, etc., he will only be required to make his intentions known and given time to qualify before making actual displacement. He will, however, be granted only an additional five (5) days in addition to his displacing time in which to pass any foreign line book of rules examination.

The balance of those cut off will not be required to displace or report to the other extra boards but they will not be prevented from exercising a displacement right on junior employees and working until the senior employees that are required to do so report or are available to take over their new assignments. In the event one or more of the senior employees who are required to exercise a displacement right fail to do so and forfeit their seniority, the next senior employee or employees of those cut off will be recalled to service for vacancy.

Under the above, the junior employees who are holding the outlying assignments or are working on the extra board at the opposing terminal will not be considered as cut off in force reduction until they are physically displaced by the employees who displace them.

(See Next Page)

This will not, however, apply where an extra employee is protecting an outlying assignment and is himself cut off or is displaced by a senior employee displacing him from the extra board, but instead, he will be relieved therefrom by the proper extra employee from the extra board protecting the work.

(l) Notwithstanding the provisions of paragraph (i), a brakeman cut off at one terminal where extra board is maintained and who cannot work at that point but has sufficient seniority to work at some other terminal will be allowed to take stay-at-home leave if, in the opinion of the Superintendent or his representative, the requirements of the service will permit, with the understanding that he will be permitted to accept outside employment during that period.

It is understood that he must return to active service within 48 hours of notice from the Carrier that his service are required.

It is agreed that when an individual is recalled from stay-at-home leave, he will be permitted to displace any junior employee, at any of the terminals where he holds seniority rights under the rules agreement.

(m) When brakeman's extra board is depleted and a brakeman is needed employee should be called as required by paragraph (i) of this Article even though a brakeman is available but held off board in line with provisions of Article 10(f-1).

(n) At points where the yard local chairman so requests, a local agreement may be made providing for use of yardman when they are needed in line with paragraph (i) of this Article.

(o) When there is need for augmenting the boards at Winslow, Gallup and/or Albuquerque by transferring brakemen from other board, the following will govern:

(o)(1) Brakemen who have in written request to transfer to the board which is being increased will be permitted to do so, seniority permitting, and such deadheads will be at no expense to the Carrier.

(o)(2) If no brakemen have made written request to transfer to the board being augmented and the additional brakemen are secured by reducing one (1) board and forcing the junior employee to the board that is being increased, deadhead will be paid only for the trip to the board being augmented.

Such brakemen will be permitted to exercise displacement under paragraph (b) of Article 17 at the point to which transferred, and in the event they so desire, will be permitted to transfer to another terminal of their choice prior to any brakemen their junior being placed on the board t that point, provided they have written request to transfer filed with the crew clerk at the terminal to which they desire to be transferred prior to the time the extra board is increases at that point.

(See Next Page)

It was agreed that when it is necessary to transfer brakemen from one board to another at any of these points, either under paragraph (o) with respect to augmenting the boards, or under this Article as a result of mileage regulations, the senior employee would be permitted to transfer regardless of the assignment they held at the time the move was necessary, provided they had submitted the proper request to transfer to the board that is being augmented or increases prior to the time the increase is made.

(o)(3) If brakemen first out on one board are sent to another board to temporarily augment that board, deadhead will be paid in each direction, and during the time working on that board, will be paid held time under Article 43, while at the terminal.

NOTE: It is agreed that paragraph (o) has no application when brakemen's extra board is increased or decreased under mileage regulation rules, schedule rules, and applicable interpretations thereof.

ARTICLE 26

LOADING AND UNLOADING STOCK-ICING CARS

(a) The icing of cars or loading or unloading of stock by road trainmen at Albuquerque (including Abajo), Belen, Gallup, Winslow, Seligman, Needles, Parker, Barstow, San Bernardino, Los Angeles, San Diego (including Cudahy), National City, Bakersfield, Fresno (including Calwa), Riverbank or Richmond, shall be paid for as per paragraph (b) of this Article if total time of trip exceeds eight (8) hours of miles one hundred (100).

Same payments will be allowed at Elsinore, San Jacinto, Williams, and Ash Fork on runs which originate or terminate at those points.

(b) If entire time consumed on runs exceeds the mileage of runs divided by 12-1/2, time will be figured as continuous and overtime will be paid for at the rate of time and one-half, otherwise, time consumed in loading stock to be paid for pro rata.

EXAMPLE 1: Crew on run of 101 miles reports for duty at 7:00 a.m. consumes two (2) hours loading stock, relieved at the end of run-3:05 p.m. Allow 101 miles and two (2) hours pro rata.

EXAMPLE 2: Crew on same district reports for duty 7:00 a.m., two (2) hours consumed loading stock, relieved at end of run-4:05 p.m.. Allow 101 miles, one (1) hour pro rata, and one (1) hour at time and one-half rate.

EXAMPLES 3: Crew on same district reports for duty 7:00 a.m., two (2) hours consumed loading stock, relieved at end of run-5:05 p.m. Allow 101 miles and two (2) hours at time and one-half rate.

EXAMPLE 4: Crew on run or 125 miles reports for duty 7:00 a.m. consumes two (2) hours in loading stock. If relieved at end of run at 5:00 p.m., allow 125 miles and two (2) hours pro rata; if relieved at 6:00 p.m., allow 125 miles, one (1) hour pro rata, one (1) hour time and one-half, if relieved at 7:00 p.m., allow 125 miles, two (2) hours time and one-half rate.

(c) When a crew is required to unload stock from cars, they will receive actual time with a minimum allowance of one hour pro rata rate in addition to other earnings. This does not apply when crews are only required to spot or switch cars.

Agreed to interpretation for payment of arbitrary allowance account icing trains at Needles:
(See Next Page)

In accordance with past practice all time that a train is delayed due to icing of same should be paid under the provision of Article 26.

In event the outbound crew is on duty at the time the train arrives and stops on the designated track and no switching or carmen work is involved, the icing time should accrue from time the train stops until the same is released by the ice house employees. If train arrives before the

outbound crew is placed on duty and no switching or carmen's time is involved, the icing time would accrue from time crew on duty until the train is released by ice house employees.

The above stated position does not set aside other interpretations or precedents and is only to clarify the payment to be made, due to the change brought about by the abolishment of car inspector's positions Needles.

It was not the intent to enlarge upon this rule, but only to clarify the legitimate payment due for icing time delay; therefor whatever amount of delay is encountered for icing cars, after the crew arrives at the train and ready to depart, should be paid for as icing time.

ARTICLE 27

DEADHEADING TERMINAL TO TERMINAL

(a) Freight crews deadheading from terminal to terminal at the instance of the Company will be allowed actual miles deadheaded with a minimum of 100 miles at basic daily rate applicable to through freight crews or district on which deadheaded. If working crew is paid for overtime, or initial terminal delay, deadhead crew will also qualify, but time for deadhead crew will cease when they arrive at their designated tie-up point at the terminal.

Freight crews deadheading from terminal to terminal at the instance of the Company on a passenger train will be allowed actual miles deadheaded, with a minimum of 100 miles at basic daily rate applicable to through freight crews on district on which deadheaded.

When deadheaded to or from tie-up point of outside assignment at the instance of the Company employee will be allowed actual miles with a minimum of 50 miles at the rate of service requiring deadhead.

When deadheaded to or from tie-up point of outside assignment at instance of the Company on a passenger train employee will be allowed actual miles, with a minimum of 50 miles at the rate of service requiring deadhead.

An employee deadheading under the provision of this Article on a bus, stage, private automobile or on similar means of transportation or a combination of any two or more of these, will be considered as deadheading on a train and will be allowed the same mileage between points deadheaded that would have accrued had the deadheading been performed by a train via the shortest available route.

(Modifications to the above as Amended by 1985 National Contract see below)

1985 ARTICLE VI - DEADHEADING

Existing rules covering deadheading are revised as follows:

Section 1(a) - Payment When Deadheading and Service Are Combined

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

Section 1(b) - Payment When Deadheading and Service Are Combined

(b) Employees deadheading into their home terminal can have their deadhead combined with service out of that terminal only when the deadhead and service comes within the provisions of short turnaround service rules.

***Section 2(a) - Payment For Deadheading Separate From Service When
Deadheading is Paid For Separate and Apart From Service:***

(a) For Present Employees*

A minimum day, the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed for the deadheading, unless actual time consumed is greater, in which event the latter amount shall be allowed.

* Employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement.

Existing rules covering deadheading are revised as follows:

Section 2(b) - Payment For Deadheading Separate From Service

(b) For New Employees**

Computation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to other than the employee's home terminal does not begin within 16 hours after completion of deadhead, a minimum of a basic day at such rate will be paid. If deadheading from service at other than the employee's home terminal does not commence within 16 hours of completion of service, a minimum of a basic day at such rate will be paid.

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

** Employees whose earliest seniority date in a craft covered by this Agreement is established after the date of this Agreement.

Section 3 - Application

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

This Article shall become effective November 1, 1985 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

NOTE: When an employee deadheads by private automobile of his own volition, the Company will not be held liable in the event of

personnel injury or accident while so deadheading.

When extra employees are deadheaded under pay from terminals of source of supply to outlying assignments to vacancies, the following will govern:

At Los Angeles (excluding vacancies at Oceanside and San Diego), San Bernardino (excluding vacancies at Victorville), Richmond, and Glendale vacancies filled from Mobest, the designated time for the call will be three (3) hours in advance of the on-duty time of the vacancy to be filled. When transportation by rail is not available on which to deadhead on basis of above call, or the Carrier does not choose to provide transportation, employee will be so notified at time of call and will be permitted to deadhead by bus or utilize other transportation and for either method of transportation used will be reimbursed on basis of the same rate per mile generally allowed other employees, presently seventeen (17) cents with a minimum of \$3.40 and a maximum of \$17.00.

At all other terminals and for vacancies at Oceanside, San Diego and Victorville, and excluding vacancies at Glendale filled in from Mobest, the call to deadhead will be made on last train, either freight or passenger, that will arrive at the before the on-duty time of the vacancy to be filled, and if no rail transportation, on the last bus that will arrive at the outlying point before the on-duty time of the assignment.

If the train or bus on which called to deadhead will not arrive at the outlying point within three (3) hours of the on-duty of the assignment, employee will be permitted to utilize other transportation and will be reimbursed on the basis of the same rate per mile generally allowed other employees, presently seventeen (17) cents with a minimum of \$3.40 and a maximum of \$17.00. If deadheaded by bus, reimbursement will be on the basis of the bus fare.

At the conclusion of the vacancy for which deadheaded, if deadhead payment under schedule rules is due, employee will be deadheaded to the terminal on the first rail or bus transportation available. If no rail or bus transportation is available within two hours after relieved from assignment, employee may utilize other transportation to the home terminal, for which he will be reimbursed on the basis of the same rate per mile generally

(See Next Page)

allowed other employees, presently seventeen (17) cents with a minimum of \$3.40 and a maximum of \$17.00. If deadheaded by bus, reimbursement will be on the basis of bus fare.

If employee utilizes transportation other than rail or bus for outbound deadhead as permitted under provisions of this agreement, he will be permitted to utilize the same transportation for return to the terminal.

Mileage allowance under this agreement will be computed on basis of rail mileage via the shortest available route.

Effective at Bakersfield, to apply to Old Arizona Division Crews only:

When a crew or crews are called to deadhead to the terminal of run on a passenger train, but, auto, or any other means of transportation and a freight train is called within two (2) hours in advance of leaving time for the deadhead crew, the first out crew or crews will be considered deadheading on the freight train but will deadhead by the other means of transportation and the last out crew will run the train.

It is to be understood that the on duty time for the deadhead crew would be calculated from the time he reports for duty and not the on duty time of the freight train.

It is also to be understood that claims for runarounds will not be entertained when crews are handled as per above.

(b) Freight crews deadheading from terminal to an intermediate point, except when released at recognized cut-out points, to pick up a train, or have given up a train at intermediate point and deadheading to terminal, will not be paid under deadhead rule but trip will be considered continuous; in which event first out will run train and second crew will deadhead.

Where crew is to be deadheaded to a recognized cut-out point to be released, last crew out will be deadheaded the same as if to be cut out at any other intermediate point, but if releases at cut-out point will be paid under paragraph (a) of this Article for deadhead trip. When crew or crews are deadheaded to the terminal of run the first-out will deadhead and the last-out will run the train.

If the last-out is not fully rested and the first-out is used to run the train, with the last-out deadheading, and the trip is completed within the time the last-out had to work, the last-out will be paid a runaround.

When one or more crews are to deadhead to terminal of run and one to deadhead for service at intermediate point for straightaway trip, last-out crew will deadhead to intermediate point and first-out crew or crews will deadhead to terminal of run.

EXAMPLE: Freight crews stand at Winslow A, B, C and D: one crew to run train, one to deadhead to Flagstaff, one to deadhead to Ash Fork, and one to deadhead to Seligman. D will deadhead to Flagstaff and trip will be continuous. C will deadhead to Ash Fork. B will run train and A will deadhead to Seligman.

When a vacancy exists on a pool crew on which an extra man is called to deadhead to the away-from-home terminal to fill a vacancy on an outlying assignment, the first out extra man will be called to fill the vacancy on the pool crew and the second out man to deadhead to fill the outlying assignment.

Where there is a vacancy at the home terminal for a conductor on a assigned passenger run and an extra conductor is to deadhead on the same train to handle extra passenger train out of distant terminal or fill a vacancy out of distant terminal, the extra passenger conductor first-out will be called to deadhead and the extra passenger conductor second-out will be called for the service trip. The same principle will apply where one conductor is called to operate an extra passenger train and another conductor is called to deadhead on the same train.

In event of a vacancy on a San Diego passenger assignment which operates through terminals on turnaround basis, the first-out deadhead crew is to be cut-out or run to the point closest to the initial terminal; crew second-out at the next point, and crew third out at the farthest point.

When more than one crew is needed for service at intermediate points between terminals on turnaround basis, the first-out deadhead crew is to be cut-out or run to the point closest to the initial

terminal; crew second out at the next point, and crew third out at the farthest point.

When calling passenger crews at the away-from-home terminal, the following Examples will govern:

EXAMPLES:

- (1) If two crews are involved and there is only one train in sight to protect and both crews will be rested at the time the train is expected to run, the crew first-out will be deadheaded home and the crew second-out will be held to handle the train.
- (2) If passenger train is to run after the first-ut crew is rested and before the second-out crew is rested and available, then the first-out crew will be used and the second-out crew deadheaded; provided that if the first-out crew makes the trip in the time that the second-out crew has to work, runaround rule will apply.
- (3) Where two crews are involved, neither rested, but one crew has time to make trip to the home terminal, the crew who has time to make the trip will run the train and the second crew will deadhead.

(c) Crew or crews, picked up en route shall stand first-out at terminal with reference to crew picking them up or crews deadheading in train.

(d) Crews deadheading on their rest will occupy the same relative position at arriving terminal that they held out of terminal deadheaded from.

(e) Regular crews deadheaded, on their rest, with a made-up crew will stand first-out with respect to made-up crew on arrival at terminal.

(f) When a crew is called to deadhead on a freight train but for their own convenience are permitted to deadhead on a passenger train, their turn will depart on the freight train on which they were called to deadhead and after departure from terminal will be governed by Article 10(k).

When a vacancy exists on a crew which is to be deadheaded the vacancy will be filled and crew established as a unit at time turn is ordered to deadhead.

When a crew that is ordered to deadhead out of the away-from-home terminal is called after pay begins under Article 43 of this Agreement, pay under that Article ceases at time the crew deadheading actually departs from the point from which deadheaded.

An employee in extra service deadheading from away-from-home terminal on passenger train for his own convenience, when displaced from vacancy he had been filling, will be marked up on extra board as per time of his arrival on passenger train.

(g) When an employee is held off regularly assigned chain gang turn for any reason, or is on leave of absence, and assigned turn is temporarily held out on the line, the extra employee may be

displaced by the assigned employee after two (2) days from time reporting for assigned run. An employee exercising his rights either as a result of bidding in run or making permanent displacement will be permitted to go to run under provisions of this rule. Neither regular no extra employee will be paid for deadheading under such circumstances.

(h) Employees in unassigned passenger service will receive through freight rates for deadhead movements in connection therewith.

(i) Regular freight crews used in passenger service will, upon completion of trip if returned deadhead, be considered as in freight service on return trip and be paid therefor at freight deadheading.

(j) Except as provided for in paragraph (h) and (i) employees deadheading in connection with passenger service will be paid as though in actual service.

(k) Extra passenger crews deadheaded from Belen to Albuquerque should be instructed as to what train or bus they are to deadhead on and not considered available at Albuquerque until that train or bus arrives at Albuquerque.

Effective at Winslow, to apply to Arizona Division ID crews only:

Letter of Understanding:

UTU Locals 130 and 778 request the following handling to be given Chain Gang Brakemen and Conductors who deadhead between Winslow and Belen, and Winslow and Needles.

Brakemen and Conductors on the Seligman Subdivision, who deadhead Winslow to Needles and on the Gallup subdivision who deadhead Winslow to Belen or Albuquerque or vice versa will be moved up the pool board 5 turns on arrival Winslow, after proper notification has been given to Crew Clerk.

Brakemen and Conductors who have deadheaded on the round trip just completed, must notify the Crew Clerk on arrival Winslow that they want their turn moved up the specified number of turns.

All move ups will be made on arrival Winslow.

Brakemen and Conductors who have requested to be moved up under this rule will not be runaround by Brakemen or Conductors who deadhead behind them.

When handled as outlined above no penalty claims will be entertained.

This rule to remain in effect for a trial period of one hundred and eighty (180) days. Number of turns moved up can be change by mutual agreement by AT&SF Railway Representatives and this committee (UTU C&T) only.

Effective at Winslow, to apply to Arizona Division ID crews only:

Letter of Understanding:

December 19, 1990

UTU Local 778 and 130 would like to amend our request of handling of Chain Gang Brakemen and Conductors on the Gallup Subdivision who deadhead from Winslow to Belen or Albuquerque, Albuquerque or Belen to Winslow, "to be moved up the pool board 10 turns."

Brakemen or conductors who have deadheaded, on the round trip just completed, must notify the Crew Clerk on arrival Winslow that they want their turn moved up the specified number of turns.

If a brakeman is moved over to fill the conductor's vacancy and subsequently deadheads he may upon arrival move his brakeman's turn up the designated number of turns.

All move ups must be made prior to or upon tie-up at Winslow.

When handled as outlined above, no penalty claims will be entertained.

This rule to remain in effect for a trial period of one hundred and eighty (180) days. Number of turns moved up can be change by mutual agreement by AT&SF Representative and these committees only.

Change to take effect on January 1, 1991.

T. D. Pugh

W. E. Young

Effective at Needles & Winslow, to apply to Arizona Division ID crews only:

Letter of Understanding:

May 10, 1994

Please refer to my letter of understanding dated September 1, 1992 referring to Memorandum of Agreement providing for establishment of interdivisional service between Winslow and Needles whereby freight crew would, upon request be allowed to request to have their pool advance five (5) turns from the bottom of the inactive board on the Seligman run-through and ten (10) turns from the bottom of the inactive board on the Gallup run-through.

Question No. 1: May crew after attending a rules class and his/her turn is then deadheaded to the away-from-home terminal or vice versa, request to be moved up 5 or 10 turns on return of his/her turn to the home terminal as prescribed by these Letters of Understanding?

Answer: Yes.

Question No. 2: If a crew lays off and his/her turn is then deadheaded from the home terminal to the away-from-home terminal or vice versa, can they be moved up in this manner.

Answer: No.

J. F. Holden
UTU General Chairman GO-017

ARTICLE 28

DOUBLING HILLS, SIDE TRIPS AND LAPBACKS

(a) When crews whose compensation is on mileage basis are compelled to double, actual mileage will be allowed, provided run exceeds one hundred (100) miles.

(b) When crew is required to make an emergency side or lapback trip between their terminals within the scope of Supplement 25, miles made will be added to the mileage of the regular trip and paid for on continuous basis.

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

(d) when crews on assigned local freight or mixed trains are required to make side or lapback trips, not in excess of 7 miles in one direction for each such trip, the miles of the side or lapback trip will be included as part of the day's work or trip; should the mileage of any side or lapback trip exceed 7 miles in one direction, a minimum of 100 miles will be allowed therefor, and such allowance will be deducted from time and mileage of road trip, but this will not apply when the side or lapback is result of performance of more-than-one-class-of-road-service. Side trips Reedley to Piedra (or intermediate point) and return Cutler to Orange Cove may be made on the same basis as side trips of less than seven (7) miles in each direction as set forth herein.

ARTICLE 29

ON AND OFF DUTY TIME - TIE UP AS A CREW

(a) In all classes of service, other than passenger, employee's time will commence at the time they are required to report for duty and will continue until the time they are relieved from duty. Time of the crew as a unit to continue until the conductor registers off duty on the hours of service register except that the time consumed by the head brakeman in delivering engine to roundhouse or designated track and reaching the hours of service register will be added to the hours of his trip.

(b) When freight employees are called they will be called about one (1) hour before time set to report for duty. Passenger employees when called shall be called about one and one-half (1/1/2) hours before time set to report for duty.

The district within which employees will be called will be established by agreement Superintendent and Local Committees. Employees are expected to give location of their residence to trainmaster; caller will expect to find them there or receive information there where they may be called.

(1) As near as practicable, Los Angeles trainmen in freight or passenger service out of the terminal will be called *two (2) hours before time set to report for duty. (**Three (3) hours except extra crews standing for service destined Los Angeles harbor*)
(*From Agreement Dated January 23, 1978*)

Displacement rights on assignments will be permitted up to *two (2) hours before time set to report for duty. (**Three (3) hours*)
(*From Agreement Dated January 23, 1978*)

On vacancies on outside assignments on the Harbor District*, Rivera, Fullerton, Santa Ana and/or points between Los Angeles and Santa Ana, extra trainmen will be given a three (3) hour call based on the on-duty time of the assignment.

(2) Employees going on duty at outlying points will be called if they so request providing there is on duty at that point a station employee at the time the call should be given and the employee is within the immediate vicinity of the station.

(c) Where employees request, they shall be called by telephone upon registering telephone number in regular address book. If necessary to send messenger outside calling limits, on account of failure of telephone line, employee shall pay for the messenger service.

(SEE CREW CONSIST ARTICLE VII [CALLING RULE] 1992)

Kingman and Third District Crew at Seligman:

When a crew runs around another crew en route, the crew run around will regain its original

position at Seligman if they are available to be placed on duty fifty-five (55) minutes subsequent to time they are tied up.

ARTICLE 30

ATTENDING COURT

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

(a)(1) Employees in established pool service or assigned runs will receive what they would have earned had they remained on their assignment, and, if held on layover days, will receive a minimum day's pay for each day so held.

(a)(2) Employees assigned to, or holding position on, the Conductors' or Trainmen's Extra Boards will be allowed the earning of the employee filling the vacancy that they would have filled, had they been permitted to remain on the Extra Board, with a minimum allowance of one (1) basic day for each day so held.

(a)(3) If an extra or emergency employee is called for such service while holding a vacancy of assigned employee, he will be entitled to what he would have earned on the run for such time as he is eligible to hold such run. In case the extra or emergency employee is displaced from the regular assignment while he is still on Company business, he would be entitled to the earning of his regular assignment.

JURY DUTY

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

(1) An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

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

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

(Paragraph identified (#) was taken from National Agreement dated August 25, 1978)

August 29, 1994

Mr. J. F. Holden, General Chairman

United Transportation Union (CT&Y)
2110 E. First Street, suite 112
Santa Ana, CA 92705-4095

Side Letter No. 6

Dear Sir:

This is to confirm our understanding in connection with jury duty for train service employees.

ARTICLE XII - Jury Duty

- (a) When a trainman is summoned for jury duty and is required to lose time from his assignment as a result thereof he will be paid for actual time lost with a minimum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations.
- (1) A trainman must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
 - (2) The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
 - (3) No jury duty pay will be allowed for any day on which the trainman is entitled to vacation or holiday pay.

ARTICLE 31

GRAND CANYON PASSENGER SERVICE

(a) Service on Grand Canyon Railway that requires crew to perform service on Albuquerque Division, will belong to Albuquerque Division.

(b) In Passenger service crews handling through passenger trains via Grand Canyon, will receive, in addition to the mileage made on the trip, \$17.17 for Conductor and \$12.55 for Brakeman.

(c) Service on Grand Canyon Line will pay Albuquerque Division Rates.

(d) Employees on Grand Canyon passenger runs will be paid actual time consumed with a minimum of thirty (30) minutes for each main line passenger train switched, and this will also apply in all cases where crew is required to go out on Third District main line to pick up passenger equipment that has been set out by main line crew, or to spurs west of passenger depot to up or set out passenger equipment. When Williams is the home terminal and where such crews are called in advance of regular reporting time to do such work, or are held on duty after arrival at Williams beyond the time they would otherwise tie up, for the purpose of switching main line trains, payment for advance call or time held for such switching will be paid with a minimum of thirty (30) minutes. The thirty (30) minutes arbitrary will not be allowed where such crews pick up cars for their train, which have been set out either on the spur east of the depot, or the spur west of the depot that they have placed there that trip for their convenience in switching, or on Grand Canyon passenger main line, i.e., the track nearest in front of the station.

ARTICLE 32

COMBINATION SERVICE

Road employees performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip, except as provided in Article 6.

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

A. Payment:

1. Except as qualified by A-2 below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day will be paid for the combined service.

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

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

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

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

(a) An employee in through freight service on 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 for the trip plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(b) An employee is 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 highest rate applicable to any class of service performed.

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

(d) An employee in through freight service on a run of 100 miles is on duty a spread of 12 hours, including 2 hours of another class of road service—Employee will be paid 100 miles or 8

hours at pro rata plus 2 hours at time and one-half for the trip plus two (2) hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(e) An employee in through freight service on a run of 150 miles is on duty a spread of 10 hours, including 2 hours of another class of road service—Employee will be paid 150 miles or 12 hours at pro rata rate plus 2 hours at time and one-half for the trip plus two (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.

B. This Rule Applies To:

1. Unassigned and/or assigned road service.
2. Another class of road service regardless of when notified whether at time called, at the outset of, or during the tour of duty.
3. Passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

C. This Rule does Not Involve The Combining Of Road With Yard Service Nor Modify Or Set Aside:

1. Lapback or side trip rules except when a combination of service includes work, wreck, helper or pusher service and such movements are made in the performance of work, wreck, helper or pusher service.
2. Conversion rules.
3. Terminal switching and/or special terminal allowance rules.

(See Next Page)

It is further agreed that Trainmen working as Train-Baggage men will be considered a member of the crew of the train on which employed where payment of a crew as a unit is required under this rule.

ARTICLE 33

OBJECTING TO UNDESIRABLE BRAKEMEN

(a) If in the judgement of a Superintendent, a conductor can show good cause, in writing, for the removal of a brakeman from crew, it will be done.

When any passenger or freight conductor makes proper objection in writing to the trainmaster or superintendent against any brakeman under his charge, such brakeman shall be assigned to other service or dismissed, if the circumstances justify.

(b) It is agreed that Article 10(c)(1) governs a trainman restricted from working with a conductor by the application of the above paragraph.

ARTICLE 34

CABOOSES

(a) Assigned cabooses will be placed on caboose track as soon as possible after arrival at terminals, and without any unnecessary switching.

(b) At terminals when supplies other than stationery are needed for assigned cabooses, conductors will, on arrival, leave requisition on caboose of what supplies are needed and same will be put on caboose by someone other than conductor.

Employees will not be required to stock caboose cars for made-up crews or where necessary to transfer from one car to another, but must continue to replenish supplies on assigned cars already in service.

(c) Employees required to stock cabooses for pooled or made up crews will be allowed two (2) hours pay at pro rata rate in addition to other compensation.

(d) The following is applicable to pool freight trainmen when cabooses are pooled in irregular and unassigned pool freight service:

(d)(1) Use of assigned cabooses, or similar equipment such as combination car, will be continued for use of employees in service not protected by pool freight employees where such equipment is now provided.

(d)(2) Pooled cabooses will be kept supplied with necessary caboose supplies and equipment, including stationary, water, sanitary drinking cups, ice, fuel, and such other equipment and as may be required for service. They will be in a sanitary condition, including the scrubbing of floors and washing of windows. Markers and lamps will be filled and cleaned at terminals when necessary. Drinking water will be changed and ice furnished at terminals where cabooses are maintained and will be replenished at each terminal en route, if required.

The furnishing of the foregoing supplies and cleaning will be performed by other than trainmen and trainmen will not be held responsible for leaving terminal without a full quota of supplies. Employees will keep caboose in a clean condition between terminals.

(d)(3) Suitable lockers of adequate dimensions, toilet and washroom facilities will be provided at home away from home terminals. Employees in pool freight turnaround service will be furnished a caboose during layover at cut out points.

(d)(4) Present recreational and reading rooms at Belen and Seligman will be continued and made available to employees at reasonable rates, but compensatory to the Carrier's costs.

(d)(5) When employees in pool freight service are tied up between recognized terminals where sleeping and eating facilities are available, they will be reimbursed for lodging expenses that may accrue, with a maximum of \$3.00 for each lodging period, which must be supported by a receipt.

NOTE: When no facilities are available at the point of tie-up Carrier will make a reasonable effort to transport the employees to a point where they can secure meals and lodging, if necessary.

(d)(6) Employees in pool freight service whose cabooses are pooled under this agreement will be paid an arbitrary allowance of 3.33 (conductors) and 3.38 (brakemen) cents for each road mile actually run or deadheaded in each direction with a minimum allowance of \$3.33 (conductors) and \$3.38 (brakemen) for each continuous trip. The above arbitrary will be subject to increases or decreases where the basic rates are adjusted or under the cost-of-living clauses now in effect but will in no event be reduced below the 1.00 cents per mile figure and one dollar (\$1.00) minimum referred to in this paragraph.

EXAMPLE A: If first, basic rates are to be increased 12 ½ cents per hour, the new arbitrary rates would be 1.053 cents per mile and minimum allowance of \$1.05.

EXAMPLE B: If next, a cost-of-living adjustment requires a reduction of 6 cents per hour, the new rate would be 1.027 cents per mile and a minimum allowance of \$1.03.

EXAMPLE C: If later, a further adjustment calls for a reduction of 8 cents per hour, the new rate would be 1 cent per mile and minimum allowance of \$1.00, even though the reduction would produce a rate below those figures under the regular formula.

1981 - ARTICLE X - CABOOSE - ELIMINATION - INDIVIDUAL PROPERTIES

Pursuant to the recommendations of Emergency Board No. 195, the elimination of requirements for or affecting the utilization of cabooses, as proposed by the carriers in their notice served on or about February 2, 1981, will be handled on an individual railroad based in accordance with the following agreed upon procedures and guidelines.

Cabooses may be eliminated from trains or assignments in any or all classes of service by agreement of the parties.

Cabooses in all classes of service other than through freight service are subject to elimination by agreement or, if necessary, by arbitration.

(See Next Page)

In through freight service, cabooses on all trains are subject to consideration in the negotiation of trains that may be operated without cabooses and there is no limit on the number that can be eliminated by agreement. However, there shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. If arbitration becomes necessary to achieve the 25 percent of cabooses that may be eliminated in through freight service it shall be handled as hereinafter provided.

Section 1. Procedures

(a) When a carrier desires to operate without cabooses in any service, it shall give written notice of such intent to the General Chairman or General Chairmen involved, specifying the trains, runs or assignments, territory, operation and service involved. A meeting will be held with fifteen (15) days from the date of such notice to commence consideration of the carrier's request subject to the guidelines outlined in Section 2 below.

(b) There is no limit on the trains, runs or assignments in any class of service that may be operated without cabooses by agreement. If the Carrier and the General Chairman or General Chairmen are able to reach an agreement, the elimination of cabooses pursuant to such agreement may be implemented to the convenience of the carrier.

(c) In the event the carrier and the General Chairman or General Chairmen cannot reach an agreement within sixty (60) days from the date of the notice, either party may apply to the National Mediation Board to provide the first available neutral from the panel provided for below.

(See Board Award #419 for Through Freight, Locals and Road Switchers)

(d) Within fifteen (15) days from the date of this Agreement, the parties signatory to the Agreement shall agree on panel of five (5) qualified neutrals and an alternate panel of five (5) qualified neutrals who shall be available to handle arbitrations arising out of this Article. If the parties are unable to agree on all of the neutrals with fifteen (15) days, the National Mediation Board shall appoint the necessary members to complete the panels. If one or more members of a panel becomes unavailable he shall be replaced under this procedure. A neutral shall not be considered available if he is unable to serve within thirty (30) days from the date requested. Should a neutral be requested and none of the panel members is available to begin review of the dispute with the parties within thirty (30) days of such request, the National Mediation Board shall appoint a non panel neutral in such dispute.

(See Board Award #419 for Through Freight, Locals and Road Switchers)

(e) The neutral member will review the dispute and if unable to resolve by agreement the neutral member will, within thirty (30) days after the conclusion of the hearing, make a determination on the proposed elimination of cabooses involved in the dispute. The determination of the neutral member authorizing the elimination of cabooses shall be final and binding upon the parties except that the carrier may elect not to put such

(See Next Page)

determination into effect on certain trains or assignments covered thereby by so notifying the General Chairman in writing within thirty (30) days from the date of the determination by the neutral. If a carrier makes such an election it shall be deemed to have waived any right to renew the request to remove the caboose from any such train or assignment covered thereby for a period of one (1) year following the date of such determination.

(See Board Award #419 for Through Freight, Locals and Road Switchers)

(f) It is recognized that the operating rules, general orders and special instruction should be reviewed and revised by the carrier, where necessary, to accommodate operations without cabooses. Any necessary revision will be in effect when trains are operated without cabooses.

Section 2. Guidelines

The parties to this Agreement adopt the recommendations of Emergency Board No. 195 that the elimination of cabooses should be an on-going national program and that this program can be most effectively implemented by agreements negotiated on the local properties by the representatives of the carriers and the organization most intimately acquainted with the complexities of individual situations.

In determining whether cabooses are to be eliminated, the following factors shall be considered:

- (a) safety of employees
- (b) operating safety, including train length
- (c) effect on employees' duties and responsibilities resulting from working without a caboose.
- (d) availability of safe, stationary and comfortable seating arrangement for all employees on the engine consist
- (e) availability of adequate storage space in the engine consist for employees' gear and work equipment.

Section 3. Conditions

Pursuant to the guidelines described in Section 2, the following conditions shall be adhered to in an arbitration determination providing for operations without cabooses.

(a) Where suitable lodging facilities for a crew are required and the caboose is presently used to provide such lodging, the carrier shall continue to provide a caboose for that purpose until alternate lodging facilities become available.

(See Next Page)

Pursuant to the guidelines described in Section 2, the following conditions shall be adhered to in an arbitration determination providing for operations without cabooses.

(b) Except by agreement cabooses will not be eliminated on certain mine runs, locals and road switchers where normal operations require crews to stand by waiting for cars or trains for extended periods of time and such crews cannot be provided reasonable access to the locomotive or other appropriate shelter during such extended periods.

Pursuant to the guidelines described in Section 2, the following conditions shall be adhered to in an arbitration determination providing for operations without cabooses.:

(c) Except by agreement cabooses will not be eliminated from trains that regularly operate with more than 35 cars where the crews are normally required to provide rear-end flagging protection.

Pursuant to the guidelines described in Section 2, the following conditions shall be adhered to in an arbitration determination providing for operations without cabooses:

(d) Crew members will not as a result of the elimination of cabooses be required to ride on the side or rear of cars except in normal switching or service movements or reverse movements that are not for extended distances.

Pursuant to the guidelines described in Section 2, the following conditions shall be adhered to in an arbitration determination providing for operations without cabooses:

(e) Additional seating accommodations will not be required on trains having a locomotive consist with two (2) or more cabs equipped with seats. Crews required to deadhead on the locomotive will be provided seating in accordance with Section 2(d).

Pursuant to the guidelines described in Section 2, the following conditions shall be adhered to in an arbitration determination providing for operations without cabooses:

(f) A carrier may operate a train, run or assignment with a caboose if it so desires despite the fact that it may have the right to operate such train without a caboose.

Pursuant to the guidelines described in Section 2, the following conditions shall be adhered to in an arbitration determination providing for operations without cabooses: will not as a result of the elimination of cabooses be required to ride on the side or rear of cars except in normal switching or service movements or reverse movements that are not for extended distances.

(g) The conditions and considerations applicable to the elimination of cabooses by agreement of the parties pursuant to this Agreement in each class or type of service shall not be disregarded by the neutral in formulating his award covering a similar class or type service.

Section 4. Through Freight Service

(a) There shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. The 25% limitation shall be determined on the basis of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981. Trains on which cabooses are not presently required by local agreements or arrangements shall not be included in such count, shall not be counted in determining the 25% limitation. However, implementation of the arbitrator's decision shall be limited to such 25% and shall be instituted on the basis established below.

In the event a carrier's proposal is submitted to arbitration, it shall be revised, if necessary, so that such proposal does not exceed 50% of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981.

(b) In the selection of through freight trains from which cabooses are to be eliminated, a carrier shall proceed on the basis of the following categories:

- (i) trains that regularly operate with 35 cars or less;
- (ii) trains that regularly operate with 70 cars or less which are scheduled to make no stops en route to pick up and/or set out

cars;

- (iii) trains that regularly operate with 70 cars or less which are scheduled to make no more than three (3) stops en route to pick up and/or set out cars;
- (iv) trains that regularly operate with 120 cars or less which are scheduled to make no stops en route to pick up and/or set out cars;
- (v) trains that regularly operate with 120 cars or less which are scheduled to make no more than three (3) stops en route to pick up and/or set out cars;
- (vi) trains that regularly operate with more than 120 cars which are scheduled to make no stops en route to pick up and/or set out cars;
- (vii) all other through freight trains.

(c) The implementation of the arbitrator's decision shall be phased in on the following basis: The carrier may immediately remove cabooses from one-third (1/3) of the trains that may be operated without cabooses, another one-third (1/3) may be removed thirty (30) days from the date of the arbitrator's decision and the final one-third (1/3), sixty (60) days from the date of the arbitrator's decision.

Section 5. Purchase and Maintenance of Cabooses

In addition to the foregoing, a carrier shall not be required to purchase or place into service any new cabooses. A carrier shall not be required to send cabooses in its existing fleet through existing major overhaul programs nor shall damaged cabooses be required to undergo major repairs. However, all cabooses that remain in use must be properly maintained and serviced.

Section 6. Subsequent Notices

A carrier cannot again seek to eliminate a caboose on a train, run or assignment where the request has been denied in arbitration unless there has been a change in conditions warranting such re-submission. Conversely, the characteristics of that train, run or assignment are subsequently changed in a way that the General Chairman believes cause it to depart from the guidelines, he may propose restoration of the caboose and, if necessary, invoke binding arbitration.

Section 7. Penalty

If a train or yard ground crew has been furnished a caboose in accordance with existing

agreement or practice on a train or assignment prior to the date of this Agreement and such train or assignment is operated without a caboos other than in accordance with the provisions of this Article or other local agreement or practice, the members of the train or yard ground crew will be allowed two (2) hours' pay at the minimum basic rate of the assignment for which called in addition to all other earnings.

(WORK TRAINS ONLY)

Section 8. Restrictions

The foregoing provisions are not intended to impose restrictions with respect to the elimination of cabooses or in connection with operations conducted without cabooses where restrictions did not exist prior to the date of this Agreement.

This Article shall become effective fifteen (15) days after the date of this Agreement.

1985 - ARTICLE X - SECTION 1 - ELIMINATION OF CABOOSES

Section 1 - Unit and Intermodal Trains

(a) Article X, Section 4, of the October 15, 1982 National Agreement provides for the elimination of cabooses in **through freight (including converted through freight)** service up to 25% of the base established thereby. The parties agree that in addition to a carrier's rights under such provision and other provisions of said Article X, cabooses may be discontinued on **unit-type trains (i.e., coal, grain, phosphate)** and intermodal-type trains (e.g., piggyback, auto rack, double stack) operated in through freight (including converted through freight) service based on guidelines and Conditions.

(Sections 2 and 3 of Article X of the October 15, 1982, National Agreements)

This refers to Article X, Cabooses of the Agreement of this date.

This confirms our understanding that **cabooses may be removed from unit and intermodal trains without further negotiations or arbitration**, provided the guidelines and conditions set forth in Sections 2 and 3 of Article X of the October 15, 1982 Agreement, s amended, are complied with.

In application of the 50% limitation in Article X, Section 4, of the October 15, 1982 Agreement, with regard to the number of trains which can be submitted to arbitration, in view of the amendments to such Article made in the Agreement of this date, any unit and intermodal train already submitted to arbitration shall be excluded from such 50%.

Please indicate your agreement by signing your name in the space provided below.

(From Letter of Understanding dated October 31, 1985)

(b) Except as provided in paragraph (a) above, Article X of the October 15, 1982 Agreement remains in effect.

Section 2 - Run-Through Service

In run-through service, a caboose which meets the basic minimum standards of the railroad on which it originates will be considered as meeting the basic minimum standards of the other railroad or railroads on which it is operated.

This confirms oral advice during our discussions with respect to the carriers' future plans for discontinuance of cabooses under Article X of the Agreement of this date.

The carriers signatory to this Agreement have no plans to, and hereafter will not, cover windows or permanently close doors of cabooses utilized by train service employees, unless otherwise agreed.

(See Next Page)

The carriers intend to and will comply with the implementation and other provisions of the caboose agreement.

(From Letter of Understanding dated October 31, 1985)

This refers to that part of our Agreement of this date dealing with cabooses and the lengthy discussions that addressed our mutual concerns with respect to operations without cabooses.

Our respective concerns have been thoroughly discussed and understood and, therefore, we are mutually committed to the terms and intent of our Agreement.

We also recognize that should a question arise with respect to safety of operations, the Federal Railroad Administration is available to either or both parties for consideration of any such matter.

(From Letter of Understanding dated October 31, 1985)

This refers to Articles X and XI of the National Agreement of this date permitting certain cabooses and locomotives which meet the basic minimum standards of the home railroad or section of the home railroad to operate on other railroads or section of the home railroad.

In reviewing the current standards that exist on the major railroads with respect to such cabooses and locomotives, we recognized that while the standards varied from one property to another with respect to various details, the standards on all such railroads complied with the minimum essential requirements necessary to permit their use in the manner provided in Article X and XI. For example, such minimum standards for locomotives would include a requirement that there are a sufficient number of seats for all crew members riding in the locomotive consist.

Please indicate your agreement by signing your name in the space provided below.

(From Letter of Understanding dated October 31, 1985)

BOARD AWARD #419

The procedures of Article X, Section 1 have been followed. This dispute is properly before the neutral, and the neutral has jurisdiction to make this determination.

ISSUES IN CONTENTION:

Under the terms of the National Agreement, the parties had established that the parties themselves and the arbitrator will consider certain factors. Those factors are **(a)** safety of employees; **(b)** operating safety, including train length; **(c)** the effect on employees' duties and responsibility resulting from working without a caboose; **(d)** availability of safe, stationary and comfortable seating arrangements for all employees on the engine consist:

(See Next Page)

(e) availability of adequate storage space in the engine consist for employees' gear and work equipment. The parties have agreed that those factors are guidelines, not absolute, and are not conditions. They are subject matters to be considered by the neutral in the event of arbitration.

The issues are resolved as follows:

(a) Seating Arrangements

Because of the possible disagreement between the parties of the intent of this provision, the Board will retain jurisdiction of this section of the award. If the parties are unable to agree that the provisions in this section have been complied with by the Carrier, the Board will make more specific provisions.

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

A controversy arose when the Organization called the Board's attention to rules on the property concerning seating arrangements on cabooses and engines which provides that deadheading crew members will not be required to ride units of a locomotive consist. The Board finds that Article X of the October 15, 1982 National Agreement is controlling for operations without cabooses, and this Agreement specifically covers seating arrangements for deadhead crews in Section 3(e) and Section 2(b) which reads as follows:

3(e) Additional seating accommodations will not be required on trains having a locomotive consist with two or more cabs equipped with seats. Crews required to deadhead on the locomotive will be provided seating in accordance with Section 2(d).

2(d) Availability of safe, stationary and comfortable seating arrangements for all employees on the engine consist.

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

(See Section 3(a)(b) 1985 national Contract herein page 424)

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

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

(b) Storage Facilities

There must be adequate storage space provided for the employees' gear and work equipment. It is deemed to be unnecessary to require enclosed compartments, such as a locker.

(c) Arbitrary Allowance

The Organization strongly contested that the employees should be entitled to an arbitrary allowance for being required to operate a train without caboose. It is particularly urged with this Carrier because the parties have entered into caboose agreements.

One of the pool caboose agreements provides for an arbitrary when the employee operates his train without an assigned caboose. This matter has been pursued and studied thoroughly. It must be recognized that all previous awards on this subject matter have not provided for an arbitrary. At the same time it is recognized there was not a pool caboose allowance agreement in effect on such properties.

The Board fails to comprehend why an employee operating without an assigned caboose should be entitled to an arbitrary when another employee operating without any caboose is not entitled to an arbitrary. Another way of stating the matter is that an employee was entitled to an arbitrary when he was operating with a pool caboose. He no longer is operating with a pool caboose, he is operating without any caboose.

Several Boards have established that an arbitrary is not provided for by the National Agreement. On that basis the Board finds that an arbitrary is not justified.

(d) End of Train Device

At points where other qualified personnel are available, ground crew members will not be required to handle, place, move, attach or take off the end-of-train device from the rear or last car of trains operated without a caboose. However, when other appropriate qualified personnel are not available, ground crew members (road or yard) will be required to place, move, attach, take off or handle to and from designated locations the end-of-train device from rear or last car of their own train or yard movement.

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

Ground crew members will not be held responsible for malfunctions of the end-of-train device provided they have given it proper handling while in their charge. This award is not intended to be a blanket authority for the Carrier to require the crews to perform this service. In the event that other qualified personnel are available a substantial portion of the time, then in that event, train

crews may be required to perform this service when such qualified personnel are not available.

(e) Exhaust Fumes From Diesel Units

The Carrier will conduct periodic tests on trailing units of multiple unit consist to determine whether or not exhaust fumes pose a health hazard to employees riding thereon. If it is determined that a health hazard exists, corrective steps will be taken immediately.

(f) Crews Waiting Extended Periods of Time

The parties have agreed by questions and answers that an extended period of time is not defined but the proof of rule and reason must apply. This section refers to Article X, Section 3 of the October 15, 1982 National Agreement which provided that cabooses would not be eliminated on certain line runs, locals and road switchers where normal operations required crews to stand by waiting for cars or trains for extended periods of time when such crews cannot be provided reasonable access to the locomotive or other appropriate shelter during such extended periods.

This Board has been urged by the Organization to approve the rule of reason should be further limited. This referee in previous decisions ruled that 30 minutes was the maximum during adverse weather conditions. The Board would follow that decision and establish the same rule in the instant case.

(g) The Use of Radios

The Organization urges that each member of the crew should be issued a portable radio. Other awards have indicated that one (1) radio is sufficient, or that the matter should be left to the discretion of the Carrier. There are instances when more than one (1) radio would be necessary. We would hope that under such circumstances the Carrier would issue as many radios as were necessary to safely perform the service; however, it is the opinion of the Board that it is unnecessary on all assignments to require that each member of the crew be issued a radio. Under the circumstances it is the decision that at least one (1) portable radio will be made available to such crews.

(h) Riding on the Side of Rear of Cars

Article X, Section 3 of the October 15, 1982 Agreement provided;

- (d)** Crew members will not as a result of the elimination of cabooses be required to ride on the side or rear of cars, except in normal switching or service movements or reverse movements that are not for extended distances.

The Organization has requested that "extended distances" are defined. After careful consideration of the matter, it is the opinion of the Board that anything in excess of one (1) mile constitutes an extended distance when moving from one (1) work Location to another, where such moves are presently made with a caboose. The one (1) mile limitation will not apply when placing and/or removing cars in a siding, spur or yard track exceeding one (1) mile in length, nor will it apply in emergency situations.

(i) Notification of the Elimination of Cabooses

Commencing 90 days after the elimination of cabooses under this award, the Carrier is to provide the General Chairman with the information regarding trains which are operated without cabooses on a monthly basis. The General Chairmen are entitled to this information in order to determine if the annual operation of caboose-less trains exceeds 25 percent.

(j) Sequence of Elimination of Cabooses

The sequence of elimination of cabooses has been determined by the National Agreement, and it is unnecessary, therefore, for that subject matter to be determined by the Board.

AWARD:

Subject to the terms of Article X of the Agreement of October 15, 1982 and the requirements set forth herein, cabooses may be removed from all through freight trains to the extent of 25 percent of the total through freight conductor trips for the calendar year 1981. **Okayed 9//18/84** Removal of Caboose from local freight, switcher and yard service. **Okayed (5/24/84)**

Preston J. Moore

Prior to this award being implemented, the Carrier must revise the operating rules to meet with requirements of the National Agreement, and further, all employees must be familiar with those rules.

Provided those requirements are met, this award will be effective October 1, 1984. Preston J. Moore, Arbitrator
September 18, 1984

LETTER OF UNDERSTANDING CABOOSE PAY:

As to the circumstances in your letter concerning payment, you should be governed by the following keeping in mind that pool freight crews are always entitled to the allowance regardless of the service in which used:

1. A regular assignment without an assigned caboose would be entitled to the allowance.
2. A regular assignment with assigned caboose that operates regularly without it would also be entitled to the allowance.

3. A regular assignment with an assigned caboose that also shares the caboose with another assignment would not be entitled to the allowance as long as the caboose is available.
4. A regular assigned work train that does not have an assigned caboose would be entitled to the allowance, however, a temporary work train would not.
(From Letter Of Understanding dated October 20, 1976)

LETTER OF UNDERSTANDING ETDS-ETMS:

June 20, 1990

Dear Sir:

This will confirm your conference with Marka L. Hughes in Santa Ana, California on June 20, 1990, wherein you discussed several issue cases which have generated a great volume of time claims.

The following cases were discussed and the disposition were agreed upon:

- | | |
|---|---|
| 1. Yardman placing or removing
ETD/ETM.
UTU Pilot No. 64
Carrier No. 45-290-10-22-P-1 | Yardmen - one hour at respective rate of pay
per tour of duty for each crew member for the
handling of one or more ETD/ETMs. |
| 2. Roadman placing or removing
ETD/ETM.
UTU Pilot No. 65
Carrier No. 43-290-10-653-P-1 | Roadman - one hour at respective rate of pay
per tour of duty for each crew member for the
handling of one or more ETD/ETMs at
locations listed in |

If the foregoing correctly describes our understanding, please signify and return the original. Upon receipt, we will begin the process of disposing of the individual claim files in this office.

Yours truly,
Signature not reproduced
James M. Harrell
Director-Labor Relations

AGREED:
Signature not reproduced
General Chairman, (CT&Y)
United Transportation Union

(See Attachment "A" on next Page for Listing of Stations that this is payable at)

ATTACHMENT A

Belen

Calwa-Fresno

Albuquerque

Riverbank

Gallup		Stockton-Mormon
Winslow		Richmond
Ash Fork	San Francisco	
Phoenix-Mobest		Alice Street Oakland
Seligman		San Bernardino
Barstow		Los Angeles
Needles		San Diego-National City
Bakersfield	Kaiser (Yard	limit
		s are
		contr
		ollin
		g as
		prese
		ntly
		locat
		ed.)

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the United Transportation Union (CT&Y Committee), Coast Lines.

IT IS AGREED:

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

4. This understanding is unique to the payment for handling ETDs/ETMs on this property and is applicable only to those employees with seniority dates prior to January 1, 1995, and is not intended to revise Article IV, Section 5, of the October 31, 1985 National Agreement.

This agreement is entered into on this 31 day of December, 1994

ATTACHMENT "A"

Albuquerque	Bakersfield	
Belen		Calwa-Fresno
Gallup		Riverbank
Winslow		Stockton-Mormon
Phoenix-Mobest		Richmond
Seligman		San Bernardino
Needles		Los Angeles
Barstow		San Diego-National City
Ash Fork	Kaiser (Yard limits are	contr
		ollin
		g as
		prese
		ntly
		locat
		ed)
San Francisco	Alice Street	Oakland

ARTICLE 35

PILOTS

(a) Extra freight conductors will be used as pilots on foreign line freight trains operated by foreign line conductors and will be compensated for such service at through freight conductors' rates and through freight rules.

(b) Extra passenger conductors will be used as pilots on foreign line passenger trains operated by foreign line conductors. Conductors so used will operate over passenger districts and will be compensated at through freight rates on the following basis:

The freight rate apply for the miles run with a minimum of 150 miles. For terminal time payments, the time to be paid for will be determined by regulations applicable to passenger service but paid at rate of one-eighth (1/8th) the amount for 150 miles at freight rates. Overtime payments will be arrived at on basis of 150 miles being equivalent to twelve (12) hours and paid for at the rate of one-eighth (1/8th) the amount of 150 miles at freight rates. The time and one-half regulations of freight service for overtime will not apply.

Proper conductor to be used to pilot passenger train from away-from-home terminal when insufficient time to secure extra passenger conductor from source of supply.

The senior available conductor assigned or unassigned in pool service at the away-from-home terminal should be used. If an assigned pool conductor is used, his vacancy will be filled from the extra board if there is sufficient time to deadhead a conductor, and if not, the senior available extra conductor freight service at the away-from-home terminal will be used on the vacancy. This would not, however, prevent deadheading the turn if the turn of the pool conductor used was not needed for service.

(c)(1) When an engine or two (2) or more engines coupled together are run light over the entire Main Line portion of a freight district, the engine or engines will be accompanied by one (1) conductor pilot who will be paid the conductor's through freight rate of pay.

(c)(2) Engines working in helper service will not be accompanied by a conductor pilot, but when a train is doubleheaded out of a freight terminal and after departure from the freight terminal one of the locomotives is cut off and operated light over the remainder of the freight district, it will be accompanied by a conductor.

(c)(3) If an engine (or engines) run light over the entire Main Line portion of a freight district under the conditions set forth in paragraphs (1) and (2) is not accompanied by a conductor, the conductor who would have been used as a pilot will be paid the compensation he would have received for pilot, unless there were unforeseen emergency conditions.

(c)(4) Proper conductor to be used to pilot a light engine from away-from-home terminal when insufficient time to secure extra conductor from source of supply.

The senior unassigned available extra conductor working as a brakeman in pool service would be used for the pilot service.

(A) FIRST DISTRICT, ALBUQUERQUE DIVISION EFFECTIVE JAN. 31, 1968

When circumstances require the use of a conductor under paragraph (c), the first out regular assigned pool freight conductor will be used and all schedule rules and provisions applicable to assigned pool freight conductors will then apply to conductor used in this service. Except where a pool conductor is used as a pilot in short turnaround service out of Belen, he will, on completion of trip, stand first out with respect to other pool conductors in Belen.

**(B) THIRD DISTRICT, ALBUQUERQUE DIVISION EFFECTIVE JUNE 2, 1969
AN OLD ARIZONA DIVISION ONLY, EXCLUDING MOJAVE DISTRICT
EFFECTIVE DECEMBER 21, 1966:**

When circumstances require the use of a conductor under paragraph (c), the first-out available regular assigned pool freight conductor will be used and all schedule rules and provisions applicable to assigned pool freight conductors will then apply to conductor used in this service. This change will not be applicable to Mojave District.

(d) Brakemen used as flagmen in moving light engines shall be paid rates according to the class of service from which they are taken. Brakemen taken from the brakemen's extra board shall be paid freight rates for brakemen.

ARTICLE 36

EXTRA SERVICE BY FREIGHT CREWS

(a) In assigned freight, local and mixed train service, trips made after completion of assigned run will be paid for as starting on new trip.

(b) In the Oakland Terminal Railway yard on the interchange track only, it is permissible for Santa Fe road crews to switch out and replace bad order cars found in deliveries from Oakland Terminal Railway, but it is not permissible for Santa Fe road crews to switch out and make delivery of cars to the Southern Pacific RR, which should be made by the Oakland Terminal crews.

ARTICLE 37

YARD CREWS IN ROAD SERVICE

Yard crews will not be called upon to perform road service when road crews are available except between Bakersfield and Oil Junction, Bakersfield and Mopec (*see note below*), and Gallup Coal Run.

NOTE: Switching limits of Bakersfield yard, First District Valley Division, 1350 feet west of Landco. Switching limit board is located west of Mopec to cover special agreement permitting yard crews to serve Mohawk Petroleum Corporation, or any additional industries that may be located between recognized switching limits, as defined above, and switching limit board as now located 15000 feet west of Mopec Spur switch (as of April 23, 1936). It is understood that this “note” in connection with Article 37 does not nullify or modify agreement between carrier and committee dated April 27, 1936, in connection with permitting Bakersfield yard crews to perform service at Mohawk Petroleum Corporation at Mopec.

(See August 25, 1978 National Agreement for further Exceptions, Appendix “G”)

ARTICLE 38

DOUBLEHEADING AND HELPING

(a) With trains of over forty (40) cars, exclusive of cabooses, doubleheading is prohibited, except as hereinafter stated.

(b) Doubleheaders may run on any district providing the rating of the largest engine handling the train is not exceeded.

(c) In case of an accident to an engine, consolidation may be effected with another train and consolidated train brought into terminal as a doubleheader, if practicable.

(d) Schedule provisions limiting that amount of tonnage which may be hauled by one engine are eliminated.

(e) An additional allowance of twenty five (25) miles, with a minimum allowance of \$3.00, will be made to each member of the train crew of each westward train which consists of more than fifty (50) loads or equivalent (three [3] empties to be reckoned as two [2] loads, cabooses not to be counted) over any portion of the territory from Summit of San Bernardino, California. The additional allowance of twenty five (25) miles will be in addition to all other time allowance for the trip or day's work. (See Appendix I)

(f) An additional allowance of twenty-five (25) miles, with a minimum allowance of \$3.00, will be made to each member of the train crew of each freight train operating in either direction between Winslow and Seligman (excluding eastward trains in the helper district Ash Fork to Supai, Arizona) but only when such train consists of more than **TWENTY-NINE-HUNDRED (2900) TONS** at any time while being handled by two (2) or more locomotives. The additional allowance will be in addition to all other time allowances for the trip or day's work.

(g) An additional allowance of twenty-five (25) miles, with a minimum allowance of \$3.00, will be made to each member of the train crew of each freight train operated in either direction between Seligman, Arizona and Needles, California, but only when such train consists of more than **TWENTY-NINE-HUNDRED (2900) TONS** at any time while being handled by two (2) or more locomotives. The additional allowance will be in addition to all other time allowances for the trip or day's work.

(Next Page is where helper service is in effect)

(h) Helper Engines may be used as follows:

1. **Isleta to Dalies**
2. **Belen to Dalies**
3. **Ash Fork to Supai**
4. **Needles to Goffs**
5. **Bagdad to Lavic**
6. **Hector to Ash Hill**
7. **Bagdad to Goffs**
8. **Sanborn to Mojave**
9. **Bakersfield to Mojave (both directions)**
10. **Ducor to Mirador**
11. **Richmond to Port Chicago (both directions)**
12. **San Bernardino to Summit**
13. **Victorville to Summit**
14. **San Bernardino to Rialto**
15. **Monrovia to Pasadena**
16. **Los Angeles to La Verne**
17. **Atwood to San Bernardino**
18. **Between San Bernardino and Box Springs**
19. **On Redlands District**
20. **Between Encinitas and San Diego (both directions)**

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

ARTICLE 39

SERVICE OFF COAST LINES

When Albuquerque Division Trainmen are used in emergency to make trips on "Parent Lines" of AT&SF Ry., they will be paid Albuquerque, New Mexico or Colorado Division rates, whichever is greater.

ARTICLE 40

SEATS ON ENGINES

Seats will be provided on all freight engines for head brakeman.

ARTICLE 41

EXPERIENCE NECESSARY FOR FLAGMAN

(a) Trainmen with less than one (1) year freight experience shall not be permitted to act as flagmen if men with such experience are available. Extra men run around for the purpose of complying with the provisions of this rule shall not be entitled to payment under the runaround clause.

(b) Where State law permits, service as yardmen will be considered as experience as brakeman in the application of this rule.

ARTICLE 42

OVERTIME RATES FOR ARBITRARY AND SPECIAL ALLOWANCES

Special provisions of the schedule for irregular conditions, such as crews called and not used, deadheading, loading and unloading stock, and other miscellaneous service, which formerly paid overtime rates, will be paid as formerly; it being the intent that time and one-half will not apply in such cases.

ARTICLE 43

HELD AWAY FROM HOME TERMINALS

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

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

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

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

ARTICLE 44

RULES UNDER THE HOURS OF SERVICE LAW

(a) Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time, and not then, until within two (2) hours of the time limit provided by the Federal Law, or state law, if State Law governs.

(b) If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their service will be paid for under the schedule.

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

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

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

(f) Road crews tied up for rest under the law, and then towed or deadheaded into terminal with or without engine or caboose will be paid therefor as per paragraph (e) of this article, the same as if they had run the train to such terminal.

(g) Swing employees are not to be considered as a part of a crew in the sense in which the term "crew" is used in the foregoing, and the hours of service of swing employees are to be considered separately and apart from that of the balance of the crews. On the other hand, if part of the crew aside from swing employee has been in service sufficiently long to permit them to be tied up for the purpose of the law, and the remaining members of the crew have not been in service a sufficient length of time, all members of the crew will be paid under the schedule proper and not under this article.

(h) When crews are tied up en route under the hours of service law and relief crews are furnished from the home terminal, the following will govern.

Extra passenger crews will be used to relieve passenger crews when

available.

Pool freight crews will be used to relieve pool freight crews when available.

Extra freight crews will be used to relieve crews on local freight, work trains, mixed trains and road switcher service when available.

For Los Angeles Division protected by Valley and Hill Pool freight crews, if train for which relief is to be furnished is destined San Bernardino, extra trainmen will be used. On trains destined opposing terminal, pool freight crews will be used.

(Exception - See Article 10(c)(11)(12))

(i)(1) Pay of employees tied up under the Hours of Service Law ceases at the time they are tied up or released from duty. When employees are thereafter towed, deadheaded, or transported into a terminal, their pay starts and will be paid separately (miles or hours whichever is greater) on a pro rata basis, under Article 44(f), beginning at the time they are tied up or released from duty.

Examples:

1. A pool crew traverses 80 miles in 12 hours, waits for a relief crew for three (3) hours and deadheads the remaining 20 miles into the terminal in one (1) hour. Total payment would be 175 miles working 50 miles waiting and deadhead.
2. A pool crew traverses 80 miles in 12 hours and the relief crew is waiting for them. The crew is then transported 80 miles in one and one-half (1-1/2) hours into the next terminal. The crew will be paid 175 miles working and 80 miles deadhead.
3. An assigned crew with a run of 192 miles ties up en route 24 miles from their terminal with 12 hours' service. The relief crew is waiting for them, and they are transported by taxicab into their terminal in 45 minutes. They will be paid 168 miles run and 24 miles deadhead, which equals the advertised mileage of the assignment.

(See Next Page for Example #4)

4. An assigned crew on a run of 125 miles ties up en route with 12 hours on duty, 100 miles run, and waits one hour, and then is transported for one (1) hour to their terminal. They will be paid 175 miles working and 25 miles waiting and deadhead.

(i)(2) Employees called at their terminals for work train service and tied up at an intermediate point are subject, for pay purposes, to Article 4(k) or 4(o) and not Article 44.

(i)(3) Employees called at their terminals for through freight service, and then converted en route to work service and tied up at an intermediate point, are subject, for pay purposes to Article 44 and not Article 4(k) or 4(o).

ARTICLE 45

EATING RULE

Crews on freight trains will be allowed opportunity to eat after having been on duty a reasonable length of time, or when it is known that they would be on duty for an unreasonable length of time before arriving at another convenient eating point. In such cases it will be expected that information will be given dispatcher as far in advance as possible so that stopping for meals will not unnecessarily interfere with, or delay other trains, and, in such instances meals will be taken by crew as a unit as expeditiously and promptly as practicable, it being the desire to avoid all unnecessary delay to trains.

(Exception: See Article 2[p] Section IV[b])

This rule not applicable to a crew performing work under the switching rule (Appendix "A") at final terminal, unless the crew has been on duty five (5) hours since procuring a meal and the switching to be performed will consume one (1) hour or more, in which event, time eating at terminal under this rule to be computed as part of switching time.

At points where passenger trains stop for meals within yard limits crew will be permitted to eat, provided the time consumed will not be the cause of delay to movement of train. This will not relieve the flagman from protecting his train in the event a following first class train is due to arrive.

In so far as possible, crews will be notified in advance of any work to be done in sufficient time so that they may make arrangements to eat, thereby giving the crew an opportunity to inform the dispatcher of their desire to eat as required in the first paragraph of this article.

ARTICLE 46

LANTERNS, BATTERIES AND BULBS

(a)(1) Employees will be furnished electric hand lantern by the company upon depositing with the company the actual cost thereof.

(a)(2) Deposits for lanterns secured from the company may be made by employees by depositing cash thereof or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.

(a)(3) When an employee leaves the service, either voluntarily, by discharge, or by death, or those retaining employee relationship but not in active service, the lantern may be returned to the company, whereupon the amount of deposit made when the lantern was issued, shall be refunded to him or his estate or heir.

(a)(4) Replacement of the lantern will be made by the company without cost to the employee under the following conditions.

- A. When worn out or damaged in the performance of railroad service upon return of the lantern issued by the company.
- B. When stolen while employee is on duty without neglect on part of employee.
- C. When destroyed in the performance of duty.

(a)(5) Employees will not be compelled to purchase lantern from the company, but may purchase it from other sources of their own choice provided, however, that any lantern so purchased must conform with the standard prescribed by the company.

(a)(6) The electric lantern, bulbs, and batteries must be of a standard prescribed by the company, and the lantern must be equipped with not less than two (2) white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

(a)(7) Each employee must provide himself with an electric white lantern, meeting the specifications set out in paragraph 6.

(a)(8) The company will maintain at convenient locations a supply of batteries and bulbs to be drawn by employees as needed to replace those worn out or broken without cost to the employees.

ARTICLE 47

SWING BRAKEMEN

(a) Brakemen used in swing service subject to attrition Agreements of December 21, 1964 will be paid passenger, freight or local rates and under the basic day and overtime rules applicable to the train on which service is performed.

Where two (2) or more swingmen are assigned at the same point they will be run first-in first-out at the beginning of each day (not calendar day) and having made 100 miles, or its equivalent in hours will drop to the foot of the board.

(b) If an unassigned brakeman is desired out of Mojave on east-bound through trains and such are provided from swingmen and a employee is available at Mojave he will be used relieving the swingman that came in to Mojave, and will receive one hundred (100) miles Mojave to Barstow. If no available employee at Mojave, the employee used out of Bakersfield will go through to Barstow and receive the same compensation as the balance of the crew. The same will apply on returning the swingman on a continuous trip Barstow to Bakersfield, but if there is an available employee at Mojave he will relieve the employee coming from Barstow, and one hundred (100) miles will be paid for the trip Barstow to Mojave.

ARTICLE 48

CREW CONSIST

In all classes of road service a crew shall comprise not less than one (1) conductor and two (2) brakemen, except that in passenger service crew shall comprise of one (1) conductor and only one (1) brakeman where a train consists of not to exceed five (5) cars.

Subject to provisions of attrition agreements of December 21, 1964, the following second brakemen's assignments may be blanked and such assignments may be advertised to work with a conductor and one (1) brakeman.

Sunset District local or road switcher.

Arvin District local or road switcher.

Fresno Inter-urban local or road switcher.

Oil City District local or road switcher.

Visalia-Porterville local or rad switcher.

San Bernardino-San Jacinto Turn local or road switcher.

A conductor will be employed in all classed of road train service, except that nothing herein shall be construed or interpreted so as to change or modify the provisions of Article III (Self-Propelled Machines) of the June 25, 1964 Agreement.

(Agreement of December 23, 1968)

1981 CREW CONSIST AGREEMENT
between the
ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
and the
UNITED TRANSPORTATION UNION

In full and final settlement of the Carrier's Section 5 Notice dated June 13, 1977, as it pertains to the consist of crews in road and yard service:

IT IS AGREED:

Articles 1, 2, and 3 were superceded by Signing of 1989 Crew Consist.

Article 4

No carrier supervisor, official, or noncraft employee (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard crew working under UTU Agreements.

Articles 5, 6 and parts of 7 were superceded by Signing of 1989 Crew Consist.

Article 7(b)(3)

(3) The rotation of the pool turns will be maintained and the turns will be run first in first out.

Article 7(b)(5)

(5) When a brakeman is used from a must-fill position to another must-fill position under Item (4) above, he will be paid the earnings of his regular assignment in addition to what he earns on the temporary vacancy.

Article 8

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

There will be no change in the existing practices or agreements in the regulation of the number of turn (crews) in chain gang freight pools. Where extra boards are not guaranteed the local chairmen and local officers will agree on the number of employees to be assigned to the respective extra boards under current regulation rules.

Article 9 and 10 were superceded by Signing of 1989 Crew Consist.

Article 11

If a brakeman of a standard crew is given less than the required advance call, the train will

be held until the brakeman reports but not to exceed the amount of time the call was short.

Articles 12, 13, 14 and 15 were superceded by Signing of 1989 Crew Consist.

Article 16(a)

(a) Portable radios will be furnished each member of a reduced crew consisting of one (1) conductor (foreman) and one (1) brakeman (yard helper) for his use while on duty. Such radios will not exceed three (3) pounds in weight and will be equipped with suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios and employees will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employee abuse or tampering.

(b) Sufficient frequency channels will be utilized to provide safe communication.

(c) Except in a emergency, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios and, in addition, operable radio on engine nor will they be censured or disciplined in any manner for refusing to do so.

(d) except in emergency, reduced crews in road service will not be required to perform switching or depart a terminal with train not having radio communication between rear and head end of train in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

Article 17(a)

(a) The Carrier is not restricted by this Agreement from establishing or continuing assignments which have been single-position assignments such as but not limited to pilots, skatemen and car retarder operators.

(b) Where the Carrier elects to operate a job with a crew consist in excess of that required by this agreement, and the excess position on a crew is filled for five (5) consecutive days, the senior employee making application for the position will be assigned if the position is to be continued. The position may be abolished at any time pursuant to the usual notice requirements.

ARTICLE 18

Beginning on the effective date of this Agreement, road freight train and yard service members, both protected employees and non-protected employees, working on reduced crews shall be paid an additional Special Allowance of \$4.00, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities consistent with the operation of a reduced crew.

The \$4.00 Special Allowance is subject to all retroactive wage and cost-of-living allowance

increases from January 1, 1978, and to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this Agreement.

Article 19 was superceded by Signing of 1989 Crew Consist.

Article 20

To expedite attrition an individual protected employee may request or may be offered in seniority order by the Carrier the opportunity for voluntary early separation and accept a lump sum separation allowance and other considerations in lieu of all other benefits and protection provided in this agreement. Such employees will be given an opportunity to elect hospital-surgical coverage for himself and his dependents in lieu of a portion or all of the severance allowance agreed upon, if he so desired.

Such request or offer for early voluntary separation shall be in writing and subject to the approval and option of both the individual employee and Carrier's Vice President-Personnel and Labor Relations.

Article 21

The carrier shall continue to apply the provisions of Article VIII of Mediation Agreement A-10222 dated August 25, 1978 in the hiring of firemen.

Article 22(a)

(a) Effective May 15, 1981, all train service employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following graduated basis.

<u>Years of Service</u>	<u>Personal Leave Days Per Year</u>
Less than 5 years	2 Days
Five years and less than 10 years	4 Days
Ten years and less than 15 years	6 Days
Fifteen years and less than 20 years	8 Days
Twenty years or more	10 Days

(See Modification in 1989 Crew Consist)

(b) The number of personal leave days each road freight service employee is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of dual road and yard seniority rights.

Article 23

The parties hereto recognize the complexities involved in this Agreement and, in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that at least for the first year the Agreement is in effect, disputes arising from its application will be handled expeditiously in conference by the General Chairman and Vice President - Personnel and Labor Relations. Such conferences will be held promptly at the request of either party.

Article 24

The parties to this Agreement shall not serve or progress, prior to the attrition of all protected employees, any notice or proposal for changing the specific provisions of this Agreement governing pure attrition, protected employees, car limits and train lengths, special allowance payment to reduced crew members, Employee Productivity Fund deposits and the administration thereof.

This section will not bar the parties from making changes in the above provisions by mutual agreement.

Article 25

This Agreement will be made effective within 30 days of the date the Carrier is notified by the Organization that the Agreement had been ratified, and except as provided above, will continue in effect until revised or amended by agreement of the parties, or in accordance with the Railway Labor Act, as amended, and will supersede all other agreements, rules and/or understandings which are in conflict herewith.

Article 26

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

This agreement effective 12:01a.m., May 15, 1981.
(Signature not reproduced)

Side Letters From 1981 Crew Consist
(Signatures are not reproduced)

Side Letter No. 2
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This will confirm understanding reached in conference with respect to interpretation of the word "emergency" as used in Sections (c) and (d) of Article 16 of the Crew Consist Agreement signed May 19, 1981.

We adopt, as general proposition, the definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition, copyright 1974, to-wit:

"EMERGENCY... A sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all of the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each.

A. EMERGENCIES

1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitates immediate action to protect persons and/or property.
4. In road service, when a radio becomes inoperable after a train departs the initial terminal, as defined in Article 11 of the Crew Consist Agreement.
5. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

B. NOT EMERGENCIES

1. No operable radio available
2. The need to perform work immediately, minus a condition such as those mentioned in A, above.
3. To clear a track for an inbound train, a transfer cut or other cut of cars.
4. To commence weighing cars.
5. To start humping a train or cut of cars.

May 19, 1981
Side Letter No. 3
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This letter will confirm the following understanding in connection with the application of Article 10 of the Crew Consist Agreement signed May 19, 1981:

If the Carrier believes that the number of lay-offs during employees' tours of duty have increased as a result of said Article 10, a prompt conference will be held in order to modify the agreement to the extent necessary to obviate excessive lay-offs.

May 19, 1981
Side Letter No. 4
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This will confirm our several discussions and our agreement that the Crew Consist Agreement signed May 19, 1981, will not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "protected employees,"

If at any time you feel that this commitment is not being honored, a prompt conference will be afforded to review the matter and whatever steps are warranted will be taken to alleviate the complaint.

May 19, 1981
Side Letter No. 5
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This will confirm our understanding that the Crew Consist Agreement signed May 19, 1981, does not change present rules, agreements or practices concerning the use of cabooses; nor does it change the present practice of placing them on the rear of trains and cuts, or the present practice of placing them elsewhere under certain circumstances.

May 19, 1981
Side Letter No. 7
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This will confirm our understanding of Article 2 of the Crew Consist Agreement signed May 19, 1981, to the extent that any employee who has worked for the Carrier under UTU agreements for at least 30 days prior to the effective date of the agreement will not have his application disapproved without furnishing the General Chairman satisfactory reasons for such disapproval.

May 19, 1981
Side Letter No. 8
AT&SF - UTU Crew Consist Agreement

Gentlemen:

In connection with Article 1 of Crew Consist Agreement signed May 19, 1981, it is agreed employees involuntarily furloughed who desire to be used for vacancies when the extra board is exhausted will be furnished a form by Carrier indicating whether they wish to be called for such service.

It is understood if Carrier is unable to contact any of the furloughed employee(s) with request on file, the crew may be operated with a conductor/engine foreman and one brakeman/helper.

QUESTIONS AND ANSWERS TO SIDE LETTER No. 8

Questions and Answer No. 1

- Q.** Can an employee be cut off at one point on his seniority district and then request to be placed on an emergency board at another point on his seniority district?
- A.** Yes. If the protected employee's seniority would not permit the holding of a position, including an extra board, on his entire seniority district.

Question and Answer No. 2

- Q.** If protected employee has filed a request under Side Letter No. 8 and is called but refuses service, is the employee subject to further call on that calendar day?
- A.** No.

Question and Answer No. 3

- Q.** Is he subject to discipline if refuses or cannot be contacted?
- A.** No.

Question and Answer No. 4

- Q.** When will protected employee(s) called from off-in-force reduction status to protect an outside assignment be relieved?
- A.** When an Extra board employee becomes available.

Question and Answer No. 5

- Q.** Are yardmen-brakemen on emergency lists restricted to the five (5) straight-time eight (8) hour shifts in their work week under the Five-Day Work Week Agreement as indicated under Section (a) of Article 7 and the 1,000 miles referred to in Section (b) of Article 7; also, are these employees entitled to time and one-half for working a second shift within a twenty-four (24) hour working period?
- A.** Since these employees are off-in-force reduction, they are not subject to the rules governing assigned work week or overtime rules applicable to service on the sixth (6th) or seventh (7th) day or performing service on a second trick in a twenty-four (24) hour period.

SUPPLEMENTAL BENEFIT AND VOLUNTARY SEPARATION AGREEMENT

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees on the Western Region (Coast Lines) represented by the United Transportation Union, Conductors, Brakemen and Yardmen's Committees.

The parties to this Agreement recognize the necessity of providing efficient and competitive transportation service to Santa Fe customers; and that the future success of this company and its ability to provide employment opportunities and job stability is directly related to the ability of the Santa Fe to meet this requirement. The parties also desire to provide benefits for conductors, brakemen and yardmen who now benefit from the existing crew consist agreement.

THEREFORE, it is agreed the Crew Consist Agreement dated May 1981 and related Side Letter Agreement are amended as follows:

Article 1 - Supplemental Separation Benefit

Carrier shall provide a supplemental separation benefit to be paid to eligible employees as follows:

- a.** Each trainman/yardman with a seniority date on or before May 15, 1981 who is in active service as a conductor, brakeman or yardman on the effective date of this agreement will be considered an "Eligible Employee."

- b. Each Eligible Employee will be paid a lump sum benefit in cash and/or capital stock of the Carrier as set forth herein upon termination of employment after December 16, 1989, retirement or upon his earlier death.

- c. Subject to subparagraph (e) below, the amount of the Supplemental Separation Benefit will be \$75,000 plus an adjustment increase of 3.5% per year, for each fiscal year following 1989 through the fiscal year prior to the fiscal year in which the benefit is paid.
(SEE ARTICLE 1 page (3) for how stock portion will be adjusted)

- d. Ninety (90) days after the effective date of this agreement, the Carrier shall establish irrevocable trusts substantially in the form of Attachments A1, 2 and 3 hereto, and shall deposit sufficient cash, securities and insurance contracts to fund the Supplemental Separation Benefit as provided in the attachment. The Supplemental Separation Benefits will be paid from the trusts but the Carrier may at its discretion, pay the benefits directly from its own funds. The trust funding shall comply with the requirements of Title I of the Employee Retirement Security Act of 1974.

- e. In lieu of \$10,000 of the adjusted benefit provided in paragraph (c) above, Carrier will substitute capital stock of the Atchison, Topeka and Santa Fe Railway Company, or its successor, or of a holding company formed to hold the capital stock of The Atchison, Topeka and Santa Fe Railway Company or its successor and any related rail assets provided that said capital stock constitutes

(See Next Page)

more than 75% of the company (hereinafter "Railroad stock"). The stock shall be substituted only if more than 20% of the capital stock is publicly traded within two (2) years of the effective date of this agreement. If there is an initial public offering of Railroad stock, the number of shares substituted shall be calculated by using the public offering price. If the shares are distributed to the stockholders of Santa Fe Pacific Corporation or otherwise distributed to the public, the number of shares substituted shall be calculated by determining the average of the prices midway between the high and low market price of the stock for each of the first 10 days of trading. All dividends attributable to such stock will be reinvested in the trust in additional stock for the benefit of the Eligible Employees, and no further inflation adjustment under subparagraph (c) will apply to the stock for the benefit of the Eligible Employees, and no further inflation under subparagraph (c) will apply to the stock portion of the benefit. Thereafter, all benefits paid to benefits eligible employees under subparagraph (c) will consist of both a cash portion (s adjusted) and a Railroad stock portion. In the event Railroad stock is not publicly traded within two (2) years of the effective date of this agreement (unless extended by agreement of the Joint Labor-Management Committee established by Article 10), the entire benefit

will be payable in cash, and Carrier shall deposit with the Trustee sufficient additional cash, letter of credit and/or insurance contracts to fund the entire Supplemental Separation Benefit in cash.

EXAMPLE: Suppose this agreement becomes effective July 1, 1989. If ATSF capital stock is offered to the public in March, 1991 at a price of \$20 per share, then 500 shares of stock per eligible employee would be substituted for each employee:

Total benefit prior to substitution
 $\$75,000 \times 1.035 = \$77,625.00$

Stock Portion
 $\$10,000.00 \div \$20 = 500 \text{ shares}$

Cash Portion
 $\$77,625.00 - \$10,000 = \$67,625.00$

(Will be abrogated by ARTICLE I next page along with Side Letter 10 and 14)

ARTICLE I

Enhancement of Supplemental Separation Benefit

Articles I(c) and I(e) and Side Letters Nos. 10 and 14 of the Supplemental Benefit and Voluntary Separation Agreement (hereinafter "**SBVS**") dated August 21, 1989, effective September 1, 1989, are amended as follows:

Immediately upon the effectiveness of this Memorandum of Agreement, Article I(e) and Side Letter No. 10 of the SBVS are abrogated in their entirety and will have no further effect on current employees.

In lieu of the mechanisms established by Article I(e) and Side Letter No. 10, the parties agree that \$10,000 of the deferred benefit remaining for each eligible employee under SBVS Article I(c) and Side Letter No. 16 will be adjusted in the manner described in the immediately following two (2) paragraphs of this Article I, and Santa Fe shall deposit in any appropriate trust established under SBVS Article I(d) whatever cash may be necessary to fulfill the requirements of SBVS Article I(d).

Immediately upon the effectiveness of this Memorandum of Agreement, any eligible employee's as yet unpaid \$10,000 will be

adjusted pursuant to Article I(c) through September 1, 1991. Afterwards, such \$10,000 will not be subject to any further adjustment under Article I(c) or Side Letter No. 14. Rather, on September 1, 1992, such \$10,000, as adjusted in accord with the foregoing, will be increased by the greater of 3.5% or a percentage that is not higher than 10% but otherwise is equivalent to the percentage change in the closing market price of Santa Fe Pacific Corporation common stock (as reported in the "Wall Street Journal") between September 1, 1991 and September 1, 1992.

Then, on September 1 of each succeeding year (1993, etc.), each eligible employee's as yet unpaid \$10,000 supplemental benefit portion (including all interest adjustment provided for by the foregoing) will further be increased by the greater of 3.5% or a percentage which is not higher than 10% but otherwise is equivalent to the percentage change in the closing market price of Santa Fe Pacific Corporation common stock (as reported in the "Wall Street Journal") between the respective September 1, (1993, etc.) and September 1 of the immediately preceding year (1992, etc.).

An example of the effect of this Article I is set forth below.

% Increase in SFP Stock				
Base Amount of Benefit <u>Date</u>	<u>Portion</u>	Price During Measurement <u>Benefit Portion</u>	<u>% Increase in Benefit Portion</u>	<u>New Amount of Benefit Portion</u>
9/1/89				\$10,000
9/1/90	\$10,000		3.5%	\$10,350
9/1/91	\$10,350		3.5%	\$10,712
9/1/92	\$10,712	12%	10%	\$11,784
9/1/93	\$11,784	5%	5%	\$12,373
9/1/94	\$12,373	10%	10%	\$13,610

- f. It is intended that the eligible employees will not be subject to federal income taxation on the Supplemental Separation Benefit until the benefit is actually paid. It is also intended that this benefit comply with welfare benefit requirements of the Employee Retirement Security Act of 1974. By joint concurrence, the parties may amend or modify this agreement, the trust or take other necessary action, including payment of benefits prior to retirement, death or resignation, to maintain compliance with ERISA and income tax requirements or to convert the trust to a qualified benefit plan.
- g. Unless modified or amended by the parties as provided above, this Article I shall remain in effect from the effective date of this agreement until the date that all claims for supplemental separation benefits have been satisfied.

Article 2 - Initial Voluntary Separation Benefit

- a. During the first 90 days this agreement is in effect, Carrier will process requests for lump sum separation payment in the amount of \$75,000.00, less usual deductions, from active trainmen/yardmen with a seniority date on or before May 15, 1981. The employee will have the following options:
 1. Lump sum payment at time of resignation.
 2. Equal monthly payments for up to 24 months. During the months payments are made, the Company will continue medical and dental benefits for the employee and his dependents.
- b. In addition to the allowance provided in Item a, all earned un-granted vacation will be paid. Those active employees who are 55 years of age or older will also be entitled to a \$10,000 death benefit.
- c. The number of requests accepted by the Carrier will be limited to the number of employees determined to be surplus on each seniority district, which shall equal the number of employees on the reserve board established pursuant to Article 4 of this Agreement. If excess requests for separation are received, seniority will prevail.
- d. Employees accepting a lump sum severance payment will not be eligible for other provisions of this agreement, except such employees will not forfeit their share of the Productivity Account accrued prior to implementation of this agreement.

ARTICLE XII

Voluntary Separation Allowance

The carrier shall make available to each "covered" employee as defined below in this Article XII a voluntary separation allowance of \$30,000 (gross), subject to the following:

1. For purposes of this Article XII, a "covered" employee shall be any employee who during the period in which voluntary separations are being solicited by the Carrier under this Article XII, holds a seniority date prior to October 31, 1985 in a portion of the craft or class represented by the UTU General Committee signatory hereto, and during such period is eligible and able to mark up for service in the craft or class or occupies a position on a reserve board established under any agreement then in effect between the Carrier and UTU General Committee signatory hereto, and is

not then employed by another railroad.

2. Voluntary separation allowances will be offered by the Carrier under this Article XII for a period of 90 days following the signing of this Agreement.

3. Actual payment of each voluntary separation allowance provided for under this Article XII shall be made in the manner and under the conditions set forth in Attachment A to this Agreement and shall not in any way offset or affect the distribution to the recipient of any "supplemental benefit" to which he may be entitled under the September 1, 1989 crew consist agreement (as amended) between the Carrier and the UTU General Committee signatory to this Agreement.

4. In the case of any covered employee who properly accepts a voluntary separation offer under this Article XII but whose services are required by the Carrier, the Carrier may defer payment of the \$30,000 separation allowance until January 15, 1993. In such event, the employee will be paid the \$30,000 separation allowance in the manner and under the conditions set forth in Attachment A on January 15, 1993, provided that as of such time the employee has remained available for service with the Carrier continuously since first properly accepting the voluntary separation offer.

5. The parties understand that each \$30,000 voluntary separation allowance provided for in this Article XII includes and so shall be offset by any \$2,000 lump sum otherwise made available to the separating employee under Article XI of this Agreement. Thus, any "covered" employee as defined in this Article XII who has received a \$2,000 lump sum under Article XI prior to accepting a separation offer under this Article XII, shall have such \$2,000 deducted from any \$30,000 separation allowance he ultimately receives under this Article XII.

Article 3 - Crew Size

- a. A standard crew shall consist of one (1) conductor/engine foreman and one (1) brakeman/helper, except as otherwise provided herein.
- b. Paragraph (a) does not preclude the Carrier from electing to use more than one brakeman/helper if it determines the needs of the service so require. Upon request, the Division Manager will review situations where the local chairman feels more than one brakeman or yardman should be used.
- c. Carrier may establish conductor-only service subject to the following conditions:

ARTICLE II

Conductor-only Conditions and Restrictions

As of January 29, 1992 Article 3(c) of the Memorandum of Agreement dated August 21, 1989, effective September 1, 1989, shall be abrogated. In its place the following terms in this Article II shall establish the conditions and restrictions which govern conductor-only service performed on and after January 29, 1992 by employees subject to this Agreement.

1. Conductor-only service may be established on through freight trains between terminals, initially as described in paragraph 8 herein.
2. Conductors in conductor-only service will not be required to make more than three (3) straight set-outs or three (3) straight pick-ups, or any combination not to exceed three (3) per tour of duty, including work at a terminal or en route, excluding bad orders. For purposes of this Article II, cutting in or cutting out helper power will be considered a pick-up or set-out unless such move is performed by someone other than the conductor on the conductor-only train.

At Hobart only, for intermodal trains in intermodal facilities, building rain from the minimum number of tracks, or yarding train in the minimum number of tracks will count as one (1) of the pick-ups and/or set-outs. Double-overs from the main line will not be allowed at Hobart.

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

NOTE 1: For example, the 172-mile run from Needles to Barstow presently pays \$.9036 per mile for overmiles. Under the above, the overmile rate for conductor-only would be \$1.0086 per mile.

NOTE 2: Constructive mileage begin paid on runs immediately prior to the effective date of this Agreement will continue.

5. Conductors protecting this service will not stop to eat en route and will be allowed \$1.50, unless time on duty exceeds 8 hours, in which event they will be allowed \$5.00.

NOTE: Article 2(p), Section VI of the Road Schedule will not be changed by this Section 5.

6. Conductors operating conductor-only trains which perform in excess of the moves provided in No. 2 above will be allowed the one-way trip mileage a brakeman would have earned had he been a member of the crew.
7. A brakeman used out of the home terminal in pool freight service with a conductor will remain with that conductor for the entire round trip.
8. Conductor-only trains may be operated in the freight pools between terminals pursuant to the restrictions set forth in Section 2 above.

Brakemen's pool positions will be maintained as set forth in either of the two (2) following options:

OPTION 1

- (a) Conductors' pools will be replaced in accordance with schedule rules based on the mileage of all trains operated in the pool and by pool conductors.
- (b) All brakemen's pools will be abolished and will be combined with the applicable brakemen's extra boards. All brakemen's unassigned freight work and other brakemen's vacancies will be protected by the brakemen's extra board.

- (c) The number of brakemen from the freight pool who will occupy positions on the extra boards will be governed by the following:

Upon Implementation	25% of conductors' pool turns
Year 2	20% of conductors' pool turns
Year 3	15% of conductors' pool turns
Year 5	0% of conductors' pool turns

All fractions will be rounded to the next lowest number.

- (d) The number of brakemen on the extra board will be 20 percent of all assigned brakemen's positions and in addition thereto, the number of slots which would otherwise have been protected by the brakemen's pool. For example, if there are 10 conductors' turns with 25% conductor-only and five (5) locals, there would be at least 3 brakemen on the extra board (two (2) from the pool plus 20% of the number on regular assignments). All fractions will be rounded to the next highest number.
- (e) The carrier will determine which trains will be operated conductor-only based on guidelines of Section 2 and 7 of this Article II.
- (f) Trains consisting of at least 90% new business added subsequent to the effective date of this agreement which cause an increase in the number of conductors' pool turns will not cause a corresponding increase in brakemen's pool turns.

OPTION 2

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

Upon Implementation	25% of conductors' pool turns
Year 2	20% of conductors' pool turns
Year 3	15% of conductors' pool turns
Year 5 & thereafter	0% of conductors' pool turns

All fractions will be rounded to the next lowest number.

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

For Example:

Conductors' pool	13	
Conductors' assignments	6	
Brakemen's assignments	5	
	<u>25</u>	25 x .40 = 10
Brakemen's pool slots	3	3 + 10 = 13 on extra board

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

- (e) The carrier will determine which trains will be operated conductor-only based on the guidelines of Sections 2 and 7 of this Article II.
 - (f) Trains consisting of at least 90% new business added subsequent to the effective date of this agreement which cause an increase in the number of conductors' pool turns will not cause a corresponding increase in brakemen's pool turns.
9. The general chairman will advise the Carrier which of the above options will be utilized on each seniority district 15 days prior to implementation of this Agreement. The option may be changed if so requested by the general chairman one (1) year following the implementation of this Agreement, and reviewed each year thereafter until the end of the fourth (4th) year.
10. At Gallup, the brakemen's extra board will be staffed at a level one (1) below the conductors' extra board as of the effective date of this agreement. One year after the effective date of this agreement, the brakemen's extra board at Gallup will be staffed at a level two (2) below the conductors' extra board. Brakemen on the extra board standing first-out for a coal train may be runaround if his use is required in non-coal train service. None of these trains will be included in the count of terminal-to-terminal conductor-only trains.
11. Following the effective date of this Article, should any member(s) of another craft or Organization receive payment(s) of any nature dealing with the size of the train and/or size of the ground crew and/or work en route which payment(s) were not provided for prior to the effective date of this Agreement, the member(s) of the ground crew will receive the same payment(s) in addition to all other earnings.

Article 4 - Reserve Boards

1991

ARTICLE VI

Reserve Board

Article 4 of the Memorandum of Agreement effective September 1, 1989, is amended as follows:

- (a) Carrier will establish one brakeman/yardman reserve board on each seniority district for employees with a seniority date prior to November 1, 1985 and subsequent to September 1, 1989 but prior to December 15, 1991 and the number of positions on each reserve board will be equal to the number of excess brakemen/yardmen resulting from the application of this agreement, i.e., the number of employees unable to hold an assignment or
(See Next Page)

the extra board. All reserve boards established hereunder will be extended seven (7) years to August 31, 2006. Thereafter, such reserve boards will be extended to protected employees under the terms of this Agreement only if each case where such an employee is

- (1) force assigned to the reserve board and
- (2) has successfully passed promotion to locomotive engineer. The Carrier will offer sufficient classes to ensure trainmen have the opportunity to pass locomotive engineer promotion. Trainmen who have submitted an application for engineer's promotion training prior to September 1, 2001 will be afforded reserve board protection after August 31, 2006 if in the intervening five (5) years they were not allowed the opportunity to attempt engineers' promotion.

(b) Absent sufficient voluntary requests for the reserve board from senior employees, the most junior excess brakemen/yardman will be assigned.

(c) Employees on reserve boards will be subject to the following conditions.

- 1. An employee shall receive the greater of:
 - (a) 70% of his/her actual 1988, 1989, 1990, or 1991 earnings (excluding any extraordinary payments such as lump sums or moving/real estate benefits), or
 - (b) 70% of the current helper's rate (subject to

future wage increases) for five (5) days per week.

- (c) For an employee with seniority date prior to the effective date of this Agreement who is forced to the reserve board, the higher of 70% of his actual prior year's earnings (less extraordinary payments as set forth above) or 70% of his actual earnings the last year he actually worked in the craft (less the extraordinary payments). Note that payment may be received under VI(c)1(a) above if it would produce greater compensation.

2. An employee on the reserve board must remain in that status until he either

- (i) is recalled and returns to service,
- (ii) resigns from employment with the carrier,
- (iii) retires on an annuity (including a disability annuity) under the Railroad Retirement Act,
- (iv) becomes otherwise not entitled to free exercise of seniority under agreement rules, or
- (v) elects to return to active service after being in reserve status voluntarily for 30 consecutive days, whichever occurs first. If an employee voluntarily elects to return, he must remain active service, seniority permitting, for 120 consecutive working days before being permitted to again elect reserve status.

3. Any employee on the reserve board for 24 consecutive months, must mark up, seniority permitting, and be available for active service for 120 consecutive days before regaining eligibility for reserve status.

4. Reserve employees must maintain the same train service proficiencies while in such status as are required of employees in active train service, including successfully completing any retraining or refresher programs that the carrier may require and passing any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abilities have been maintained. Employees will be notified by certified mail of required tests and examinations. Reserve employees also must hold themselves available for return to service upon seven days' notice, sent by certified mail, and must return to service in compliance with such notice. Reserve pay will cease as of recall date; however, an employee who returns to service within the first three (3) calendar days of the seven (7) day recall period will receive reserve board pay until the end of the three (3) calendar days (commencing with date of notification), in addition to all other earnings. Otherwise, an employee recalled from Reserve Board would be entitled to no payment from the time of recall until he returns to service. The 7-day

time limit will commence upon receipt of recall notice, unless contacted earlier by telephone, or unless notification is received from the post office that the

(See Next Page)

letter was undeliverable. Failure to comply with any of these requirements will result in the employee being subject to discipline. Reserve employees will be recalled to remain in active service a minimum of seven (7) days, prior to again being forced to the reserve board.

NOTE: If for any reason an employee is unable to report within the seven (7) days, he will advise the Supervisor-manpower Planning and will be allowed to lay off for an additional eight (8) days.

5. No other payments (including attending book or rules class or retraining class) will be made to or on behalf of a reserve employee except
 - (i) payment of premiums under applicable health and welfare plans, and
 - (ii) as may otherwise be provided for in this rule. No deductions from pay will be made on behalf of a reserve employee except
 - (1) deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law;
 - (ii) deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement,
 - (iii) as many otherwise be authorized by this rule and
 - (iv) any other legally required deduction.
6. Reserve employees will be considered in active service for the purpose of any agreement respecting brakemen/yardmen's rights to work.
7. Other non-railroad employment while in reserve status is permissible so long as there is no conflict of interest. Other employment, which may be considered a conflict of interest, must receive prior authorization from the Assistant Vice President-Operations. There will be no offset for outside earnings.
8. An employee observing vacation while in reserve status will receive vacation

pay or reserve pay, whichever is greater. 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.

9. Reserve brakemen/yardmen are not eligible for:

Holiday Pay,
Personal Leave Days,
Bereavement Leave,
Jury Pay or,
Other similar special allowances,

that are applicable to employees in active service. However, exclusively for purposes of applying the terms of "Article II, PART A" of the November 1, 1991 [national labor mandate] **IMPLEMENTING DOCUMENTS** applicable to employees represented by the United Transportation Union" in the case of employees covered by his Memorandum of Agreement, every calendar day such an employee occupies a reserve board or supplemental guaranteed extra board position under this Article VI, shall be deemed the equivalent of six (6) "straight time hours paid for," within the meaning of that phrase in said ARTICLE II, PART A of the [national labor mandate] **IMPLEMENTING DOCUMENTS**. In this way, time spent on a reserve board or supplemental guaranteed extra board by an employee covered by this Memorandum of Agreement shall be credited toward that employee's entitlement to any of the "cost-of-Living Lump Sum Payments" otherwise provided for by the national labor mandate.

NOTE: An employee entitled to personal leave days in active service may carry over unused days while in reserve status but may not accumulate additional days or observe personal leave while on reserve board.

10. When junior employees are in reserve status, a senior employee may request such status. The carrier will grant the request and if needs of the service dictate, will recall the junior reserve employee.
11. In order to prevent the furlough of pre-December 15, 1991 employees in the event of a decline in business, those employees may utilize the reserve board. The number of positions on a reserve board will not exceed the number of positions that otherwise would have been available under the May 19, 1981 Crew Consist Agreement. The number of yardmen's and brakemen's extra board positions will be inflated by 1.75 in determining the number of reserve board positions. For example, if there are 20 extra board positions, there will be 35 corresponding reserve board positions ($20 \times 1.75 = 35$).

For Example:

<u>No. of Crews</u>	<u>Size of Each Crew</u>	<u>Reserve Board Count</u>
25 pool crews	1 (25 + 25)	50
5 locals/road switchers	2	5
7 yard engines	2	7
1 yard engine	3	0
5 yardmen's extra board	(5 x 1.75)	9
18 brakemen's extra board	(18 x 1.75)	<u>32</u>
		*103

* In this example, the total number of reserve board positions could not exceed 97. Any increase or decrease in the number of crews would result in a corresponding increase or decrease in the maximum number of reserve board positions.

Should there be any employees off-in-force reduction and a vacancy occurs on the reserve board, the senior furloughed employee will be recalled promptly.

12. Reserve board employees may elect to protect service at a designate location when a brakeman or yardman extra board is exhausted. These earning will not be used to offset reserve pay.

13. Supplemental guaranteed extra boards will be established to protect vacancies when the corresponding brakemen's or yardmen's extra boards are exhausted.

a. Occupancy on the board will be governed by seniority choice. In the absence of sufficient bids, the junior employees on the reserve board will be assigned in reverse seniority order. Junior employees may restrict themselves to force assignment to only one supplemental guaranteed extra board on a seniority district.

b. Employees on each supplemental guaranteed extra board will work first-in, first-out among themselves.

- c. Carrier will regulate the number of employees on each supplemental guaranteed extra board, but this number shall not exceed 50% of the total number of slots on the corresponding brakemen's reserve board. Supplemental guaranteed extra boards will be established with existing guaranteed extra boards when the needs of the service warrant.
- d. Employees on the supplemental guaranteed extra board will be compensated in accordance with Article VI(c)1, above in this Memorandum of Agreement. Earnings by supplemental guaranteed extra board employees when used to work will not offset their supplemental guarantee pay.
- e. An employee on the supplemental guaranteed extra board must be available for call. Employees on the supplemental guaranteed extra board will be allowed to lay off without deduction in pay between 12:01 a.m. on Tuesday and 11:59 p.m. on Thursday of each week. A layoff at any other time will result in deduction of a day's supplemental guarantee for each day or portion thereof the employee lays off. An employee on the supplemental guaranteed extra board for 30, 60 or 90 consecutive days without laying off will be allowed to lay off for 7, 14, 21 consecutive days with pay.
- f. Employees on the supplemental guaranteed extra board will be covered by the provisions of the Reserve Board Article except as specified in this Section 13. Occupancy on the supplemental guaranteed extra board will be considered active service in fulfilling the 120-day requirement of Section (c)2(v) of the Reserve Article. Days not worked on the supplemental guaranteed extra board will count toward vacation entitlement as provided for in Article 50, Section 1(g) of the Road Schedule. Employees will also be entitled to earn and observe personal leave days while occupying the supplemental reserve boards.

Article 5 - Guaranteed Extra Boards

- a. Carrier will establish guaranteed conductor, brakemen and/or yardmen extra boards at each location where extra boards are presently in effect.
- b. The terms and conditions of these guaranteed extra boards are set forth in Attachment B and C,
- c. New hires shall have their guarantee reduced by the percentage applicable to the employee's earnings in Article IV, Section 6 of the October 31, 1985 National Agreement.

Brakeman Article 6 - Temporary Vacancies

a. Brakemen Vacancies

When the extra board is exhausted and no one available on the reserve board or if emergency lay-off at the away-from-home terminal, a temporary vacancy in pool freight service will be protected by jumping up the "first-out available brakeman in that pool." In other service, the junior available brakeman at the point will be used. When a brakeman is jumped up at the away-from-home terminal, a replacement extra brakeman will be deadheaded to the location promptly or the conductor will be deadheaded to the home terminal.

If the employee's regular assignment is operated during the time he is used off his assignment, he will be paid not less than he would have made. If the employee's regular assignment is not operated during the time he is used off his assignment, he will be paid the earnings of the additional service. If prevented from being used on his regular assignment account Hours of Service Law or applicable calling rules following his use in the other service he will be paid the earnings of his regular assignment for that trip, in addition to the extra service.

b. Helper Vacancies

When the extra board is exhausted, a temporary helper vacancy will be filled in the following sequence.

1. Senior available assigned yardman with request on file.
2. Senior available reserve employee with request on file.
3. Senior available assigned yardman.

Yardmen used off their assignment will be paid the time and one-half rate.

Article 7 - Permanent Vacancies

- a. When no bids re received for a regular permanent brakeman position, the junior employee on the brakemen's extra board will be assigned.
- b. When no bids are received for a regular permanent yardman position, the junior employee on the yardmen's extra board will be assigned.

Article 8 - Personal Leave Days

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

Years of Service	Personal Leave Days Per Year
Less than 5 years	2
Five years and less than 10 years	4

Ten years and less than 15 years	7
Fifteen years and less than 20 years	10
Twenty years or more	13

(See Next Page for All Active Yard Service Employees)

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

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

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

c. The number of personal leave days will be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road or yard service.

d. Un-granted or unused personal leave days each year may be accumulated and carried over up to a maximum of sixty (60) days.

e. An employee may elect to receive payment for part or all carry-over days in his account. Payment for such days will be at the rate of \$105.00 per personal leave day, subject to future wage increases and/or cost-of-living adjustments.

f. The maximum number of personal leave days to be carried over each year will be based on the class of service in which working at the end of the year, i.e., road or yard service.

g. If an employee resigns, retires, dies or is dismissed from service, the number of personal leave days in his account as of December 31 of the prior year will be payable to the employee or his estate.

h. Requests to observe personal leave days must be approved by designated carrier representative and are subject to the needs of the service.

Article 9 - Hours of Service Relief

When a member of a standard crew ties up en route under the Hours of Service Law, the

employee will be allowed deadhead into the terminal on a continuous time and mileage basis. The remaining crew member will continue the trip and will be paid for the entire trip for which called, as well-as a separate basic day's pay into the terminal.

After a member of a standard crew ties up en route, the remaining crew member will not be required to perform switching nor make more than two (2) straight set-outs or two (2) straight pickups, or one (1) of each, excluding bad orders.

Article 10 - Joint Labor-Management Committee

The parties hereto recognize the importance of ensuring this agreement is properly implemented and fairly administered; and that disputes and grievances are expeditiously resolved. The parties are also confident this agreement will promote constructive idea and proposals to enhance the job quality of the employees and create a more efficient transportation system.

Therefore, a joint committee will be established consisting of one member from each General Committee signatory hereto and an equal member from the Company consisting of Vice President-Operations, Vice President Human Resources and others as appropriate. The Committee will meet as often as is necessary for the purpose of administering the trust, resolving disputes, interpreting this agreement and addressing other issues properly brought before the committee.

When the reserve board in any seniority district is exhausted, the joint labor-management committee will meet and determine a method to ensure the continued adequacy of extra board staffing so as to permit reasonable lay-off privileges and to protect for vacations and other vacancies. Such methods may include a hiring program, a relaxation of the restrictions on conductor-only operations set forth in Article 3, or both, or some other measures. The method determined will be binding on both parties.

Article 11 - Effective Date

This agreement shall become effective September 1, 1989 and amends the May 15, 1981 Crew consist Agreement and related Side Letter Agreements to the extent necessary to effectuate the provisions of this agreement. This Agreement is only applicable to those employees represented by the General Chairman signatory hereto.

Dated this 21st day of August, 1989

FOR THE ORGANIZATION

A. G. Delyea
General Chairman, UTU(CTY)

John L. Easley
Vice President UTU

FOR THE CARRIER

Russell E. Hagberg
Vice President-Human
Resources

Q & A - Supplemental Separation Benefit CREW CONSIST AGREEMENT QUESTIONS AND ANSWERS

ARTICLE 1

- SUPPLEMENTAL SEPARATION BENEFIT

Question and Answer No. 1

Q. With respect to the 3.5% adjustment each year, is the benefit for an eligible employee returning to service in 1991, for example, the same as the benefit for an employee who has been in active service since the effective date of the agreement?

A. Yes.

**ARTICLE 3
- CREW SIZE**

Question and Answer No. 1

Q. What handling will be given an extra board brakeman after being sued under Article 3.c.(1)?

1.He will be deadhead back to the extra board point.

Question and Answer No. 2

Q. If an assigned conductor is at the home terminal and the brakemen's extra board is exhausted or if he is at an away from home terminal where there is no brakemen's extra board and the designated train will exceed 5,000 feet, will a pool freight brakeman be jumped up under Article 3.c.(1)?

A. No, but the conductor will be entitled to payment under Side Letter No. 3.

**ARTICLE 4
- RESERVE BOARDS**

Question and Answer No. 1

Q. What procedure will be utilized for an employee desiring to give up the reserve board after 120 days?

A. The employee will be given displacement rights.

Question and Answer No. 2

Q. If an employee is displaced and unable to hold any assignment or the extra board, what handling will be given?

A. The employee will be placed on the reserve board providing there is a vacancy under Article 3.c.(11).

Question and Answer No. 3

- Q.** What rate of pay will be allowed reserve employees in 1990, 1991, 1992, etc.?
- A.** 70% of their 1988 earnings, or 70% of the current yard helper rate, whichever is greater.

**ARTICLE 5
- GUARANTEED EXTRA BOARDS**

Question and Answer No. 1

- Q.** May an extra board employee, who has been laying off, call in two (2) or three (3) hours before midnight and mark up effective 12:01 a.m.?
- A.** Yes.

ARTICLE 6.a. - TEMPORARY VACANCIES - BRAKEMEN

Question and Answer No. 1

- Q.** Is the calculation of payment the same for an employee used at the AFHT as it is at the home terminal?
- A.** Yes.

AGREED TO QUESTIONS AND ANSWERS OF "September 6, 1989"

ARTICLE 6.b. - TEMPORARY VACANCIES - HELPER

Question and Answer No. 1

- Q.** Does time and one-half apply to an engine foreman used off his assignment as a helper or foreman on another assignment?
- A.** Yes.

Question and Answer No. 2

- Q.** Does time and one-half apply to a helper used off his assignment as an engine foreman under schedule rules?
- A.** No.

[The corrected answer {File BX-48-T} is quoted below for your reference as of November 17, 1989]

"A Yes, except under the provisions of Art. 12(o)(1)(a) at all points except Los Angeles and Art. 12(o)(2)(a) at Los Angeles of the Yardmen's Agreement."

The above is interpreted to mean that if a helper is moved up to work as an engine foreman on his regular assignment he would not qualify for time and one-half pay. His being moved as an engine foreman to any other assignment would qualify him for time and one-half pay.

Question and Answer No. 3

- Q.** Does time and one-half apply to a helper used off his assignment as an engine herder?
- A.** Yes, except for incidental herding service.

ATTACHMENT C

- Q.** May an assigned yardman give up his position and go to the extra board?
- A.** Yes, if there is a junior employee on the extra board the yardman will be marked to the bottom of the board. If the Carrier cuts off the junior extra board employee he will have displacement rights.

SIDE LETTER No. 7

- Q.** If during the 180 days of active service required of a returning employee said employee expires, what happens to his interest in the trust?
- A.** Under these circumstance the 180 day requirement is waived and payment will be made to the employee's estate.

ARTICLE 4

Question and Answer No. 1

- Q.** What procedure will be utilized for an employee desiring to give up the reserve board after 120 days?
- A.** The employees must make a written request and the employee will be given displacement rights.

ARTICLE 8

- PERSONAL LEAVE DAYS

Question and Answer No. 1

- Q.** If a brakeman was entitled to 10 personal leave days prior to September 1, 1989 and uses a total of 5 days before and after implementation of the agreement, how many days will the

employee be entitled to carry over into 1990?

A. Eight.

Question and answer No. 2

Q. What rate of pay will be allowed when observing personal leave days?

A. The rate of last service performed.

Question and Answer No. 3

Q. Is there any longer a requirement that personal leave days must start on a day when an employee's turn is due out?

A. No.

Question and Answer No. 4

Q. Are personal leave days to be requested and observed on a calendar day basis, i.e., from 12:01 a.m. to midnight?

A. Yes.

SIDE LETTER NO. 16 - \$10,000 OPTION

Question and Answer No. 1

17. Does the \$10,000 option also apply to those employees who are entitled to \$50,000 under Side Letter No. 4?

1. Yes.

AGREED QUESTIONS AND ANSWERS as of November 8, 1989

1 Q. A yard employee lets his displacement rights expire. How will he be handled?

1. Whenever yardmen are displaced from regular assignments, they do not revert to the extra board. Instead they go to the bump board where they can remain for 72 hours beginning with the time of notification. If they fail to make a bump within the 72 hours, they revert to the extra board. Should this happen, they will be placed onto a bogus turn and assigned a rest day. No one is removed unless the board stands to be decreased.

- 2 Q. When a yardman/brakeman who is cut off an extra board, will he be issued a standard cut-off letter?
1. Yes.
- 3 Q. Will a yardman/brakeman who is issued a cut-off letter be required to make a written request to return to his home terminal when his seniority permits?
1. Yes.
- 4 Q. If there are no bids received for an assignment on a yard extra board, on other than a rest day for that assignment, how will that position be filled?
1. When there is a turn in excess of that established on that board, the occupant of that turn will be used to fill the vacancy. The rest day of the excess turn will be carried to the position being filled. If there are more than two (2) excess turns, the senior man will be used to fill the vacancy.
- 5 Q. When an extra board stands to be increased how will requests to be increased be handled?
1. The desired number of turns will be advertised; a similar number of increase requests will be honored in seniority order. Those being increased will be given additional turns on the board being increased. No one junior to the junior employee being increased may hold that board until the board is increased and his seniority permits.

AGREED TO UNDERSTANDING OF VACATION PAY as of "March 4, 1992"

I am writing concerning a question related to how reserve pay is considered in determining the vacation pay for an employee who spent part of the base year for vacation purposes in reserve status and part of the base year for vacation purposes working, and qualified for vacation in the base year.

This is to confirm my statement over the phone that payments received by a employee from the carrier for occupying a reserve board in the base year, will be considered "compensation earned" in the base year for purposes of computing the vacation compensation for that employee, assuming he qualified for vacation in the base year.

Attachment A

Supplemental Separation Benefit Trust

Final document presently being drafted by

UTU and Santa Fe attorneys

Irrevocable Trust

Eligible employees as beneficiaries
Bank trustee chosen by UTU and Santa Fe
Funding evaluated by UTU and Santa Fe actuaries
Remains in effect until last beneficiary is paid

Fully protected in event of bankruptcy or insolvency

Cannot be reached by Santa Fe or its creditors.

IRS approval will be sought to defer tax to employee until distribution

Complies with welfare benefit protections of Employee Retirement Security Act

Attachment B

GUARANTEED CONDUCTORS AND BRAKEMEN'S EXTRA BOARDS

1. Positions on the guaranteed extra boards will be advertised in accordance with applicable schedule rules. If no bids are received for a vacancy on a conductors' board, it will be filled by assigning the most junior promoted brakeman in road service out of that governing home terminal. If no bids are received for a vacancy on a brakemen's extra board, the most junior brakeman on the reserve board will be recalled and will be entitled to displacement rights.

(See Option 1 or 2)

2. Each road extra board employee who is available for service an entire half month will be guaranteed a monetary equivalent of 21 days pay at the conductors' minimum basic through freight rate, for conductors' extra boards and 21 days pay at the trainman's minimum basic through freight rate for brakemen's extra boards, subject to future general wage increases and COLA adjustments. In the event all earnings (exclusive of penalty time claims) do not equal or exceed this amount, necessary adjustment will be made in the subsequent payroll period. The guarantee will be reduced by 1/15 for each calendar day or portion thereof the employee is unavailable for service.
3. The guarantee for employees added to or removed from the board on dates other than the 1st and 16th will be equivalent to 1/15 of the half month guarantee, for each full calendar day they are available on the board.
4. Extra board employees shall be used on a first-in, first-out basis.
5. An extra board employee missing a call will be marked off for a minimum of 12 hours.

If the missed call was for an outside vacancy, the employee will be marked off until the employee protecting the call completes the assignment, and will be marked up behind that employee.

6. An extra board employee who lays off for a minimum of 12 hours and, when reporting, goes back on the extra board at the bottom. This will not preclude his use, however, if he is available and his services are needed due to a shortage of employees before the minimum time expires. An employee who lays off more than twice in a pay period forfeits the guarantee and shall only receive pay for work performed in that pay period. Missing a call for service or calling for rest with less than 10 hours on duty under the Hours of Service Law shall be considered the same as laying off under the guarantee provisions of this Agreement.

Employees who have tied up for rest, in accordance with that rule will remain on the board. Layoffs for jury duty, bereavement leave, or layoffs by officers or committeemen laying off for union business will not be counted as a "layoff" toward forfeiture of guarantee in that pay period. However, if the employee lays off in advance of that necessary and/or does not report for service after complete or temporary release from jury duty, such time will be counted as a "layoff" toward forfeiture of guarantee.

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

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

AGREED UPON QUESTIONS AND ANSWERS GUARANTEED CONDUCTORS AND BRAKEMEN'S EXTRA BOARDS

Question and Answer No. 1

Q. How is an advertised vacancy on the extra board to be handled when becoming first out?

A. It will be placed on the off board and remain there until bid in.

Question and Answer No. 2

17. Where does an extra board employee mark up when reporting back from compensated time off, i.e., jury duty, vacation, bereavement, etc.?

1. To the bottom of the extra board.

Question and Answer No. 3

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

NOTE: In Question and Answer No. 3, the employee occupying the position that is out of the terminal will be notified when he returns to the extra board location that he is relieved or displaced.

Question and Answer No. 4

17. May an employee in pool service or on a regular assignment give up his position and go to the extra board?
1. No, it will be removed from the board and marked up at the bottom of the board when the employee reports.

Question and Answer No. 5

17. Will an employee's turn continue to move up when he is on vacation or bereavement leave?
1. No, it will be removed from the board and marked up at the bottom of the board when the employee reports.

Question and Answer No. 6

17. What will happen to the extra board turn of the employee who bids in another assignment?
1. It will be advertised.

Question and Answer No. 7

17. If an employee is on the extra board for five (5) days and is on vacation the rest of the half, how will he be treated for guarantee purposes?
1. The employee would be entitled to one fifteenth (1/15th) of the guarantee for each of the five (5) days, providing he remains available.

Question and Answer No. 8

17. If an employee lays off at 11:50 p.m. and marks back up 12 hours later, how will he be treated for guarantee purposes?

1. Credit will be taken for two (2) days, 2/15 of guarantee.

Question and Answer No. 9

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

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

Question and Answer No. 10

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

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

Question and Answer No. 11

17. Is the employee who missed the call in Q & A No. 10 entitled to deadhead to or from the outside vacancy?

1. No.

Question and Answer No. 12

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

1. No, each pay period will stand alone.

Question and Answer No. 13

17. How often will Carrier regulate guaranteed boards?

1. It is anticipated they will be regulated with the same frequency as present boards, but it may be necessary to increase or decrease a board at other times due to an increase or decrease in business or vacancies accruing to the board. It was understood that when an extra board is increased or decreased it will not be decreased prior to the expiration of five (5) days (120) hours except in cases of emergency; such as work stoppage, derailment blocking the main line or act of God.

Question and Answer No. 14

17. If an employee is paid for un-granted personal leave days, will this payment be used to offset the guarantee?

1. No.

Attachment C
Yardmen's Guaranteed Extra Boards

1. Positions on the guaranteed extra boards will be advertised with one specified day off each half month in accordance with applicable schedule rules. If no bids are received for a vacancy on the board, the most junior yardman on the reserve board will be recalled and will be entitled to displacement rights.
2. Each yard extra board employee who is available for service an entire half month (except on specified off-day) will be guaranteed a monetary equivalent of 12 days pay at the yard helper rate, subject to future general wage increases and COLA adjustments. In the event all earnings (exclusive of penalty time claims) do not equal or exceed this amount, necessary adjustment will be made in the subsequent payroll period. The guarantee will be reduced by 1/15 for each calendar day or portion thereof the employee is unavailable for service.
3. The guarantee for employees added to or removed from the board on dates other than the 1st and 16th will be equivalent to 1/15 of the half-month guarantee, for each full calendar day, exclusive of off day, they are available on the board.
4. Extra board employees shall be used on a first-in, first-out basis.
5. An extra board employee missing a call will be marked up at the foot of the board behind the yardmen tying up at that time. If the missed call was for an outside vacancy, the employee will be marked off until the employee protecting the call completes the assignment, and will be marked up behind that employee.
6. An extra board employee who lays off will, when reporting, go back on the extra board at the bottom. This will not preclude his use, however, if he is available and his services are needed due to a shortage of yardmen. A yardman who lays off more than twice in a pay period forfeits the guarantee and shall only receive pay for work performed in that pay period. Missing a call for service shall be considered the same as laying off under the guarantee provisions of this Agreement.

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

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

AGREED UPON QUESTIONS AND ANSWERS

Question and Answer No. 1

17. When will the specified off day begin and end?

1. The off day will be a calendar day (midnight to midnight), or a period of 24 hours from the time relieved of time of return to the extra board location.

Question and Answer No. 2

17. Will an extra board employee be considered available for service on the day preceding his off day if the call for duty will result in the employee going on duty on his designated off day?

1. No. If the employee will not be on duty, or under pay, prior to midnight on the day preceding his off day, he will not be considered available for service.

Question and Answer No. 3

17. When will the off day begin for an employee called on the day preceding his off day for an assignment which is relieved after midnight?

1. At the time relieved and will continue for 24 hours.

Question and Answer No. 4

17. Are guaranteed extra board employees required to notify the crew caller when they begin and end observance of assigned off days?

1. Yes, and upon reporting will be marked up at the bottom of the board.

Question and Answer No. 5

17. If an employee lays off prior to the beginning of his off day, and marks up at the end of his off day, or later, where will he be placed on the board?

1. He will be marked at the bottom of the board when he reports. The off day time will not be charged against his guarantee.

Question and Answer No. 6

17. How is an advertised vacancy on the extra board to be handled when becoming first out?

1. It will be placed on the off board and advertised.

Question and Answer No. 7

17. May an extra board employee move to another position on the same extra board?

1. Yes, in accordance with seniority rules, except he may not bid back on his former position, or another position with the same off day as his former position unit it has been once filled and again becomes vacant, unless displaced in the interim.

Question and Answer No. 8

17. Where does an extra board employee mark up when reporting back from compensated time off, i.e., jury duty, vacation, bereavement, etc.?

1. To the bottom of the extra board.

Question and Answer No. 9

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

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

Question and Answer No. 10

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

1. It will be placed on the off board and advertised.

Question and Answer No. 11

17. Will employees exercising seniority to the extra board assume the off-day of the position?

1. Yes, and if he exercises seniority on a position on an off-day, he remains off until the off-day is over.

Question and Answer No. 12

17. If an employee is on the extra board for three (3) days and is on vacation the rest of the half, how will he be treated for guarantee purposes?
1. The employee would be entitled to one-fifteenth (1/15) of the guarantee for each of the three (3) days, excluding a rest day, providing he remains available.

Question and Answer No. 13

17. If an employee lays off at 11:50 p.m. and marks back up 4 hours later, how will he be treated for guarantee purposes?
1. Credit will be taken for two (2) days, 2/15 of guarantee.

Question and Answer No. 14

17. If an employee misses a call for an 11:00 p.m. assignment, how will he be treated for guarantee purposes?
1. He loses a day

Question and Answer No. 15

17. An employee on a guaranteed extra board position is displaced, and displaces onto another guaranteed extra board position. How will this affect his guarantee for that day?
1. If the displaced employee displaces another employee on the guaranteed extra board with 2 hours of the time he is notified that he is displaced, no penalty will be assessed for guarantee for that day.

Question and Answer No. 16

17. Will earnings in excess of guarantee in one pay period be used to satisfy the guarantee the next pay period?
1. No, each pay period stands alone.

Questions and Answer No. 17

17. Will the "time in" board still be applicable, i.e., will an extra board yardman with five

(5) straight time eight (8) hour shifts in his/her work week be run around if other extra yardmen are available.

1. No, however, the time and one-half rate will continue to apply to service in excess of five (5) straight time eight (8) hour shifts in a work week commencing on Monday.

Question and Answer No. 18

17. How often will Carrier regulate guarantee boards?

1. It is anticipated they will be regulated with the same frequency as present boards, but it may be necessary to increase or decrease a board at other times due to an increase or decrease in business or vacancies accruing to the board. It was understood that when an extra board is increased or decreased, it will not be decreased prior to the expiration of five (5) days (120 hours) except in cases of emergency such as work stoppage, derailment blocking the main line or act of God.

Question and Answer No. 19

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

1. Yes, the employee who missed a call may, by notifying crew clerk, elect to go to the outside vacancy and protect the vacancy.

Question and Answer No. 20

17. If an employee is paid for un-granted personal leave days, will this payment be used to offset the guarantee?

1. No.

ARTICLE III

Deadheading

Article VI, Section 2(a) of the October 31, 1985 UTU National Agreement will be changed to read.

For Present Employees (pre-November 1, 1985):

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

NOTE: For example, an employee on the district of 200 miles who deadheads in 10 hours would be allowed a basic day (currently 114 miles), two (2) hours at straight time for the time in excess of eight (8) hours (29 miles) and 57 overmiles at 50 cents per miles (114 + 29 + 57 = 200).

ARTICLE IV

Road/Yard

Article VII, Section 1(b) of the October 31, 1985 UTU National Agreement is amended to include the following:

(a) All progressive move requirements in connection with making pick-ups and/or set-outs at the initial and/or final terminal are eliminated. A road crew may make up to two (2) straight pick-ups; or, two (2) straight set-outs; or one (1) straight pick-up and one (1) straight set-out in addition to picking up its train at the initial terminal. Likewise, a road crew may also make up to two (2) straight pick-ups; or, two (2) straight set-outs; or one (1) straight pick-up and one (1) straight set-out in addition to yarding its train at the final terminal. In connection with the above handling, the road crew can spot, pull, couple or uncouple cars set out or picked up by it and reset any cars disturbed.

(b) Each road crew may make one pick-up at the initial terminal after taking charge of a solid-over-the road train from a foreign line carrier or make one (1) set-out at the final terminal prior to delivering a solid-ver-the road train to a foreign line carrier.

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

ARTICLE V

Expansion of Supplemental Separation Benefit Eligibility

Article 1 and Side Letter No. 7 of the Supplemental Benefit and Voluntary Separation Agreement (hereinafter "SBVS") signed August 21, 1989, effective September 1, 1989, will be

amended to include the following terms which shall control even in the event of any inconsistency between their requirements and anything already set forth in Article 1 and Side Letter No. 7:

On and after the effective date of this Memorandum of Agreement (initialed on December 13, 1991), "eligible employees" under Article 1 of the SBVS as otherwise amended by this Memorandum of Agreement, shall include any employee who on September 1, 1989, held a seniority date of May 15, 1981 or earlier in a portion of the craft or class represented by a UTU General Committee signatory hereto and on September 1, 1989 was on an authorized leave of absence from service with Santa Fe Railway in the craft or class for any purpose except to work for another railroad, and who after September 1, 1989: ceased to be on such leave of absence, was then eligible and able

(See Next Page)

to mark up for service in the craft or class, was then medically qualified by Santa Fe to return to service in the craft or class, then passed any required rules examinations, and otherwise was then fully cleared by Santa Fe and entitled to mark up for service with Santa Fe in the craft or class.

The Carrier further agrees to amend The Atchison, Topeka and Santa Fe railway Company Pension Plan for Conductors, Trainmen and Yardmen on the Western Region (Coast Lines) and Texas Division, the Atchison, Topeka and Santa Fe Railway Company Stock and Savings Plan for Conductors, Trainmen and Yardmen on the Western Region (Coast Lines) and Texas Division. The Atchison, Topeka and Santa Fe Railway Company Excess Benefit Plan, and Voluntary Severance Plan to accord with this amendment to Article 1 and Side Letter No. 7 of the SBVS.

In lieu of the application of Article 1(d), it was agreed and understood prior to November 19, 1989 that the Carrier would provide by December 1, 1989, an irrevocable letter of credit issued by an issuer, and otherwise containing terms and conditions, acceptable to United Transportation Union (CT&Y) ("UTU") in favor of one (1) or more beneficiaries, to be designated by the Carrier and by UTU, to fund the supplemental separation benefits provided for in the attachment to the SBVS.

The intent of this Article V is to expand the original supplemental benefit eligibility criteria so that employees who have been ineligible solely because they were on approved leaves of absence from the craft on September 1, 1989 for reasons other than to work for another railroad, may acquire eligibility without first having to perform six (6) months or more of active service.

For example, an employee who holds a seniority date in the relevant craft or class of May 15, 1981 or earlier, who was on an approved leave of absence from the craft on September 1, 1989 by reason of disability, personal injury, sickness, military service, official union service, governmental service, or for educational purposes, and who later comes off such leave and is then eligible, able and fully qualified as described above to perform service in the craft, would acquire supplemental benefit eligibility, without returning to work in the craft for six (6) months.

ARTICLE VII

Calling Rule

All agreement rules, awards or practices, however established, which provide for calling employees in person or which provide for giving calls to employees for their regularly assigned on-duty times at home terminals are eliminated.

(See Notes Next Page)

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

NOTE 2: If an employee's telephone and/or pager is out of order, a messenger will be sent to the employee's calling place, and the employee will pay for the messenger service.

ARTICLE VIII

Inapplicability of National Crew Consist Settlement

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

ARTICLE IX

Attachment C to the Memorandum of Agreement effective September 1, 1989, is changed by adding the following sentence to paragraph b.:

The guarantee will be offset at one basic day for all road service performed on each calendar day; however, the guarantee will not be offset by the penalty (20 minutes at time and one-half) for a late meal period.

ARTICLE X

Special Through Freight Car Scale Additive

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

\$15.00 will be paid to an employee for every trip he works as a conductor in the service described above in this Article X and \$7.00 will be paid to an employee for every trip he works as a brakeman in the service described above in this Article X. The allowance shall be paid in addition to the existing car scale additive.

ARTICLE XI

Lump Sum Payment

If and only if this Agreement is ratified by the employees (and the Carrier is notified of such ratification) on or before January 29, 1991, the Carrier shall pay to each "covered" employee as defined in this Article XI a lump sum of \$2,000.00 (gross), subject to the following:

1. For purposes of this Article XI, a "covered" employee shall be any employee who on the earlier December 30, 1991 or the date this Agreement is ratified, holds seniority in a portion of the craft or class represented by the UTU General Committee signatory hereto, and who between December 30, 1991 and January 30, 1992 is eligible and able to mark up for service in the craft or class, or during that period occupies a position on a reserve board established under any agreement then in effect between the Carrier and the UTU General Committee Signatory to this Agreement, and is not then employed by another railroad. Further, any employee holding seniority in a portion of the craft or class represented by the UTU General Committee signatory hereto on the earlier of December 20, 1991 or the date this Agreement is ratified who is ineligible to mark up for service throughout the period between December 30, 1991 and January 30, 1992 solely because he is on disciplinary suspension from service in the craft or class shall become a "covered" employee within the meaning of this Articles XI upon regaining eligibility (and provided he is then able) to mark up for service in the craft or class, on or before December 30, 1992.

2. Each covered employee shall be paid the lump sum provided for in this Article no later than February 15, 1992, unless he becomes "covered" as defined in this Article XI after January 30, 1992, in which case he shall be paid within thirty (30) days of achieving such status.

ARTICLE XII

Voluntary Separation Allowance

The carrier shall make available to each “covered” employee as defined below in this Article XII a voluntary separation allowance of \$30,000 (gross), subject to the following.

1. For purposes of this Article XII, a “covered” employee shall be any employee who during the period in which voluntary separations are being solicited by the Carrier under this Article XII, holds a seniority date prior to October 31, 1985 in a portion of the craft or class represented by the UTU General Committee signatory hereto, and during such period is eligible and able to mark up for service in the craft or class or occupies a position on a reserve board established under any agreement then in effect between Carrier and the UTU General Committee signatory hereto, and is not then employed by another railroad.

2. Voluntary separation allowances will be offered by the Carrier under this Article XII for a period of 90 days following the signing of this Agreement.

3. Actual payment of each voluntary separation allowance provided for under this Article XII shall be made in the manner and under the conditions set forth in Attachment A to this Agreement and shall not in any way offset or affect the distribution to the recipient of any “supplemental benefit” to which he may be entitled under the September 1, 1989 crew consist agreement (as amended) between the Carrier and the UTU General Committee signatory to this Agreement.

4. In the case of any covered employee who properly accepts a voluntary separation offer under this Article XII but whose services are required by the Carrier, the Carrier may defer payment of the \$30,000 separation allowance until January 15, 1993. In such event, the employee will be paid the \$30,000 separation allowance in the manner and under the conditions set forth in Attachment A on January 15, 1993, provided that as of such time the employee has remained available for service with the Carrier continuously since first properly accepting the voluntary separation offer.

5. The parties understand that each \$30,000 voluntary separation allowance provided for in this Article XII includes and so shall be offset by an \$1,500 lump sum otherwise made available to the separating employee under Article XI of this Agreement. Thus, any “covered” employee as defined in this Article XII who has received a \$1,500 lump sum under Article XI prior to accepting a separation offer under this Article XII, shall have such \$1,500 deducted from any \$30,000 separation allowance he ultimately receives under this Article XII.

ARTICLE XIII

Notwithstanding the provisions of Article IV, Section 6 of the October 31, 1985 UTU National Agreement, employees who establish trainmen’s seniority subsequent to October 31, 1985 will not be covered by said Article IV, Section 6 when working as a conductor or engine foreman.

Furthermore, notwithstanding the provisions of Article IV, Section 5 of the October 31, 1985 UTU National Agreement, employees who establish trainmen's seniority subsequent to October 31, 1985 will be entitled to Codes 09 or 41, as applicable, when not afforded the opportunity to eat.

ARTICLE XIV

Mark-ups at Outlying Points

Each incumbent who lays off at an outlying point in assigned service must mark up prior to the tie up of his assignment at the home terminal of the assignment in order to work the next trip or tour of duty. If he fails to mark up by the tie-up time, the extra employee will be held and work the next trip or tour of duty.

ARTICLE XV

Moratorium

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

This Agreement will become effective at 12:01 a.m. on the 4th day of February, 1992

Signed this 30th day of January, 1991

FOR THE ORGANIZATION
A. G. Delyea
General Chairman, United
Transportation Union (CTY)

APPROVED
John L. Easley
Vice President United
Transportation Union

FOR THE CARRIER
Russell E. Hagberg
Vice President-
Transportation

AGREED-UPON
QUESTIONS AND ANSWERS

ARTICLE XIV

Conductor-Only

Q-1A conductor makes two (2) pick-ups at the initial terminal and one (1) set-out at the final terminal. Is this permissible under Section 2?

A-1 Yes. The conductor had three (3) work events for that tour of duty.

Q-2 A conductor sets out two (2) bad order cars at the initial terminal, one of which is 15 cars deep and the other 48 cars deep. He makes a pick-up and set-out at the final terminal. Is this permissible under Section 2?

A-2 Yes. For that tour of duty, the conductor had three (3) work events, because setting out bad orders is not included.

Q-3 A conductor is instructed by radio to set out a unit for another train which is experiencing power trouble. Is this a set-out under Section 2?

A-3 No. The set-out of the unit was unscheduled and unplanned and was solely to assist the other train.

Q-4 A conductor is instructed to set out two (2) units at an intermediate point for a work train's power. Is this a set-out under Section 2?

A-4 Yes. The set-out of power in this example was planned and therefore counts as one (1) of the three (3) work events.

Q-5 A conductor makes a pick up and set-out at the initial terminal, a pick up en route and a set-out at the final terminal. Is this permissible under Section 2?

A-5 No. The conductor exceeded the three (3) work event limit and would be entitled to the one-way trip brakeman's mileage provided for in Section 6.

Q-6 A conductor goes on duty at Barstow, makes a pick up at Barstow, makes a set-out en route at San Bernardino and then yards his train on three (3) tracks at Hobart. Is this permissible under Paragraph 2?

A-6 Yarding the train on the minimum number of tracks at Hobart counts as only one (1) set-out. Thus, if the minimum number of tracks was used, the conductor had three (3) work events. If the minimum number of tracks was not used, then the three (3) work event limit was exceeded.

Q-7 A conductor in a freight pool lays off. How will his turn be protected?

A-7 Unless agreements exist at a particular location providing for the conductor to take his turn when laying off, the vacancy will be protected by the conductors' extra board.

Q-8 Conductor Jones and Brakeman Smith are ordered for 9:00 a.m. for Train ABC.

Conductor Doe is ordered for 9:15 a.m. for Train XYZ, a conductor-only train. Prior to arrival at the terminal, Train ABC gets stopped by a hot box detector and Train XYZ arrives first. How will the crew be run?

A-8 Conductor Doe will be used first out on Train XYZ, which now will depart first. Conductor Jones will work with Brakeman Smith on Train ABC, which now will depart second, and conductor Jones will be paid a terminal runaround.

Q-9 In the above example, once the crews reach the away-from-home terminal, with which conductor will Brakeman Smith return home?

A-9 Brakeman Smith will work back to the home terminal with Conductor Jones as provided in Paragraph 7.

Q-10 A train with a crew of a conductor and brakeman ties up under the Hours of Service Law. May the relief crew be conductor-only?

A-10 Yes. The relief crew may be conductor-only provided the relief conductor does not make in excess of three (3) pick-ups/set-outs.

Q-11 A conductor on a conductor-only train is required to assemble his locomotive consist at the initial terminal, including coupling and uncoupling several units. Is this permissible and do the moves count as work events under Section 2 of Article II?

A-11 It is permissible for a conductor in conductor-only service to assemble or disassemble his locomotive consist at the initial or final terminal. The total of all moves made in connection with the assembling of the locomotive consist will count as just one (1) of the three (3) work events.

Q-12 Under Option 2, how will seniority be utilized to and from the combination conductors'/brakemen's extra board?

A-12 During the first four (4) years following implementation employees will occupy the board based on their brakemen's seniority dates. Thereafter, employees will occupy the board based on their conductors' seniority dates.

AGREED TO QUESTIONS AND ANSWERS OF February 27, 1992

Your attention is first directed to Article IV (a), Road/Yard which reads in pertinent part as follows:

“(a) All progressive move requirements in connection with making pick-ups and/or set-outs at the initial and/or final terminal are eliminated. A road

crew may make up to two (2) straight pick-ups; or, two (2) straight set-outs; or, one (1) straight pick-up and one (1) straight set-out in addition to picking up its train at the initial terminal. Likewise, a road crew may also make up to two (2) straight set-outs; or, one (1) straight pick-up and one (1) straight set-out in addition to yarding its train at the final terminal. In connection with the above handling, the road crew can spot, pull, couple or uncouple cars set out or picked up by it and reset any cars disturbed.”

In relating (a) to a train being operated with a conductor only, at the initial terminal you could make one (1) straight pick-up or one (1) straight set-out in addition to picking up your train (or any combination of two (2)), and you would have completed two (2) “work events” before leaving the initial terminal. If you made a pick-up or set-out en route, this would be your third (3rd) “work event,” and the only service you could perform at the final terminal would be to yard your train, i.e., a pick-up, set-out, or doubleover at the final terminal in this case would require a fourth (4th) “work event” and would trigger the penalty as defined in Article II 6 of the Agreement (one-way trip earnings of brakemen).

The only exception to the above is the Special Agreement at Hobart.

Q-1A conductor only is required on arrival at the final terminal to pull through a yard track and spot the train at a specific location, and, in addition, he is required to cut a crossing or pad and secure sufficient hand brakes. Is this a “work event?”

1-1_ No.

Q-2The conductor was instructed to set the ten (10) lead cars over to another track.

A-2This would count as one (1) “work event.”

Q-3A conductor reports for duty and is instructed to get his engine consist from the ready track. This requires him to double two (2) units from track No. 1 to three (3) units located in another track. Is this a “work event.?”

A-3Yes.

Q-4The conductor places his power consist on the train and is required to make three (3) couplings in the track. Is this a “work event?”

A-4No.

Q-5The conductor is instructed to make a cut and leave the rear ten (10) cars in this track. Is this a “work event?”

A-5No.

Q-6An outbound conductor is instructed to pick up his train in local yard, set out a bad order car from the train, and pull the train ahead to the “D” yard and make two (2) pickups before departing. How many “work events” has he performed?

A-6Two (2) “work events.” The bad order does not count.

Q-7A conductor arrives at North Bay and is instructed to pull ten (10) cars in track No. 15 and set these cars to track No. 12. Is this permissible?

A-7No. This is switching and would trigger a penalty claim.

Q-8A conductor is instructed to make a pickup at a siding en route. On arrival the cars to be picked up are buried behind three (3) cars. He notifies the Dispatcher and is instructed to make the pickup and set the three (3) cars back. Is this permissible?

A-8No. This is switching and would trigger the penalty.

Q-9If the Dispatcher instructed the conductor to make the pickup and set out the three (3) cars at the next siding, is this permissible?

A-9Yes. In that case, the pickup would be one (1) “work event,” and the set-out would count as a second (2nd) “work event,” however, there would not be a penalty unless three (3) “work events” are exceeded.

Q-10 A conductor only train arrives at an intermediate point where a yard crew is on duty. The yard crew makes a setout of cars, adds a fill to the train, and replaces the power consist. The conductor is instructed to couple the air on his train, make the required air test, and depart. Is this permissible?

A-10 Yes. Without counting a penalty or “work event,” the coupling of air hoses and brake tests are covered by Article VIII, Section 3(a), of the October 31, 1985 National Agreement. If it is at a location listed in Article 57 of the Roadmen’s Agreement, Code 13 should be claimed.

Q-11 The kindly Trainmaster offers to help a conductor only in making setouts or pickups, air tests, etc. Is this permissible?

A-11 Your attention is directed to Article 4 of May 15, 1981 Crew Consist Agreement which is quoted in pertinent part below for your reference:

“Article 4

No Carrier supervisor, official, or noncraft employees (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard

crew working under UTU Agreements.”

AGREED TO QUESTIONS AND ANSWERS OF September 30, 1992

Q-1A conductor only crew is required to make a pickup at North Bay, and, in addition, he is instructed to spot three (3) empty cars that are not a part of his train. Is this switching?

A-1 Yes.

Q-2What is the definition of switching?

A-2Switching would be any move performed other than a straight set-out or straight-pickup; handling power at initial or final terminal; set-out bad orders.

Q-3Is re-blocking or re-arranging train considered as switching?

A-3Yes, except when it is necessary to reposition a car which requires particular placement because of Bureau of Explosives, ICC or other Government regulation. If it is necessary to reposition a car because of a Bureau of Explosives, ICC or other Government Regulation, it will be considered one (1) work event despite the number of moves necessary.

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

The Agreed to answer is: Yes.

Q-4Would a double-over be counted the same as a set-out or a pick-up?

A-4 Yes.

Q-5Is it permissible for Conductor-only's to set-out or pick-up while holding on to cars?

A-5 Yes.

Q-6Is any set-out or pick-up of locomotive consist (unit(s)) en route counted as a set-out or pick-up under Article II, Section 2?

A-6 Yes.

Q-7Would engines to be picked up by Conductor-only's while en route have to be

first-out in the track?

A-7 Yes.

Q-8 In a track to be picked up, there is a car that has been diverted or has not been updated at time of pick-up and the conductor-only crew is required to switch it out. Is this switching?

A-8 Yes. This would trigger payment provided in Article II, Section 6.

Q-9 Is it considered switching if a conductor-only train sets out cars in track 1, then sets cars back to the train, then sets out more cars?

A-9 No, it is two (2) straight set-outs.

On Another matter, we agreed that employees who establish trainmen's seniority subsequent to October 31, 1985 will not be covered by the provisions of Article IV, Section 6 (of the 1985 National Mediation Agreement) when working as a herder. But will be governed as follows.

Employees (post October 31, 1985) who are called as herder will be paid the herder's rate of pay, not 75 percent, 80 percent, 90 percent, etc., as defined in Section 6 of Article IV of the October 31, 1985 National Agreement.

ARTICLE XV

Road/Yard

Q-1A A road crew yards their train at the final terminal in Receiving yard Track No. 8, sets out 10 cars to Receiving Yard Track No. 7, picks up 14 cars from Receiving Yard Track No. 12, and returns them to their train in Track No. 8. They then go off duty. Are such moves permissible?

A-1 Yes.

Q-2 In the above example, could the outbound road crew be required to make the set-out and pick-up instead of the inbound road crew?

A-2 Yes.

Q-3 If the road crew in Question 1 stops the train on the main line and makes a set-out and a pick-up on adjacent yard tracks, is this permissible?

A-3 Yes.

Q-4 Can an inbound road crew after yarding their train, then be required to make set-outs to two (2) different tracks in the same yard?

A-4 Yes, if they have not made a prior pick-up or set-out in the final terminal.

Q-5 May the Carrier require a road crew to make a pick-up of cars within the initial or final terminal and make a set-out of the same cars in another location within the same terminal?

A-5 No, such pick-ups and set-outs must be in connection with their own train.

Q-6 In the application of the provisions of Section 1(a) of Article VIII, a road crew after receiving the train in the make-up track in yard A is required to make a pick-up or set-out of cars in an adjacent track prior to departing the initial make-up track. Is this permissible under the agreement?

A-6 Yes.

Q-7 In the application of Section 1(a) a road crew arrives at the final terminal and is required to make a set-out of cars in A Yard, make a pick-up of cars in B Yard, yard the train in C Yard and double a cut of cars to an adjacent track. Is such movement permissible?

A-7 No, such movement exceeds the maximum of two (2) pick-ups and/or set-outs.

Q-8 A road crew receives the train in the A Yard and is required to double the train together. They then make one pick-up before departing the terminal. Is such permissible under the application of Section 1(a)?

A-8 Yes.

Q-9 A road crew arrives at their final terminal and is required to make one set-out or pick-up in the A Yard, then proceed to the B Yard to yard the train. After yarding train in B Yard, the road crew is required to take a cut of cars from their train back to the A yard for set-out and then takes the power to the tie up track. Is such movement permissible under the Agreement?

A-9 No, because reverse movements of this nature are not contemplated under Article VIII.

Q-10 In the application of Section 1(b) may a road crew, after taking charge of a solid-over-the road train, make a pick-up in a foreign Carrier's yard?

A-10 No.

Q-11 May a road crew make a set-out in the foreign Carrier's yard prior to delivering a solid-over-the-road train?

A-11 No.

Q-12 A road crew goes on duty at their regular on-duty point, handles the engine to a foreign line yard and couples to solid-over-the-road train. They depart the foreign line yard, travel back into the initial terminal, and make a pick-up before continuing their road trip. Is this move permissible?

A-12 Yes.

Q-13 A road crew is instructed to make a set-out hanging on to ten (10) cars and a pick-up hanging on to five (5) cars prior to departure. Is this permissible?

A-13 Yes, hanging on to cars while making a pick-up or set-out is considered "straight" pick-up or set-out.

Reserve Board

Q-1 May an employee on the Supplemental Guaranteed Extra Board move to the Reserve Board by request?

A-1 Yes, if junior employee is occupying the reserve board.

Special Through Freight Car Scale Additive

Q-1A A crew of a conductor and brakeman works from home terminal A to Away-from-home terminal B is off 10 hours and makes a return trip working to terminal A. How many special through freight car scale additives are due?

A-1 The conductor receives two (2) \$15.00 payments and the brakeman two (2) \$7.00 payments, one (1) for each working trip.

Q-2 Are employees hired subsequent to November 1, 1985 entitled to the special additive?

A-2 Yes.

Q-3 Is the special additive subject to future applicable increases and COLA adjustments?

A-3 Yes.

**AGREED
General Chairman
United Transportation
Union (CTY)**

**APPROVED
Vice President
United Transportation
Union**

**AGREED
Vice President
Transportation**

ATTACHMENT "A"

**VOLUNTARY SEPARATION PROGRAM FOR
COVERED TRAIN AND YARD SERVICE EMPLOYEES**

Article XII provides a voluntary separation benefit to covered trainmen/yardmen as defined in Article XII to terminate their employment relationship and accept a lump sum separation allowance of \$30,000, subject to the usual payroll deductions as required by law, including federal and state income taxes, and railroad retirement tax.

Any earned un-granted 1991 vacation pay which may be due, along with earned un-granted 1992 vacation pay, will be allowed in addition to the severance payment; however, the separation allowance will not be included in computing the 1992 vacation allowance.

The separation offer provides for two (2) options.

Under the provisions of Option 1, you may request voluntary separation for the lump sum of \$30,000, less the usual deductions. If you elect to request separation under this Option, complete the attached REQUEST FOR SEPARATION form, indicate Option 1, and submit the form to the Assistant Vice President Regional Operations no later than" Upon approval of your request, you will be required to complete RESIGNATION AND RELEASE form and will receive a check for \$30,000, plus compensation for any earned, un-granted vacation, less the usual deductions. If

separation under the provisions of Option 1 does not fit your individual needs, you may apply under Option 2.

Under the provisions of Option 2, you may request a dismissal allowance of \$30,000, which would be spread over a number of months not to exceed 24 months. This option allows you to have continued income and health and welfare benefits for up to 24 months after you stop working, and it is our understanding that each month in which you receive a dismissal allowance extends your credited service under the Railroad Retirement Act. Depending on your individual situation, you might select Option 2 to accumulate additional months of credited service to become vested under the Railroad Retirement Act (120) months or to extend credited service until reaching a certain age to qualify for an annuity. Unless your request is deferred, you will be paid any current wages and earned, un-granted vacation by time check when you sign the DISMISSAL RELEASE AND RESIGNATION form. The \$30,000 will be distributed equally over the number of months you specify, up to 24 months. Applicable taxes and health insurance premiums will be deducted from your monthly check. Miscellaneous deductions, credit union, United Way, etc., will be canceled unless you advise T&PA to the contrary.

Checks covering Option 2 severance payments will be produced for delivery on or about the 16th of each month. You will receive your first check the month following the month in which you resign. Unless you advise us otherwise, your checks will be mailed to your current address as it appeared on your last paycheck. We will adhere to this schedule absent unforeseen difficulties, and ask that you keep us advised of any change in your address.

If you elect to request a dismissal allowance under Option 2, complete the REQUEST FOR SEPARATION form, indicate Option 2, and submit the application to the office of the Assistant Vice President Regional Operations no later than” Upon approval of your request, you will be required to complete the DISMISSAL RESIGNATION AND RELEASE form.

This offer will be available for 90 days, or until _____ at which time the offer will expire. Accepted separations may be deferred based on the Company’s assessment of the employment level necessary to insure efficient operations as described in Article XII of the Agreement.

August 21, 1989

Mr. A. G. Delyea, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

Side Letter No. 1

Referring to Memorandum of Agreement dated August 21, 1989, in connection with crew consist.

It was agreed payment to the Crew Consist Productivity Accounts in effect prior to the effective date of this agreement will cease upon implementation of the Agreement but the accounts will continue to accrue interest and will be distributed in December 1989 in the manner specified in Article 15 of the 1981 Crew Consist Agreement Upon such final distribution, the Productivity Accounts will be terminated.

The accumulation of employee shares will also cease on the effective date of this agreement. Prior to October 31, 1989, the General Chairman will furnish Carrier a statement to cover share credits for part-time union officers in the usual manner to cover the period before the effective date of this agreement.

If the foregoing correctly sets forth the understanding reached, please signify by signing in the space provided below.

Very truly yours
Russell E. Hagberg
Vice President-Transportation

ACCEPTED
General Chairman
United Transportation Union

APPROVED
Vice President
United Transportation Union

August 21, 1989
47-600

Mr. A. G. Delyea, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

Side Letter No. 2

Referring to Memorandum of Agreement dated August 21, 1989, in connection with crew consist.

During our negotiations we agreed freight pools will be regulated in accordance with schedule rules; however, we also acknowledged the possibility of temporary shortages of employees and the undesirability of hiring for such temporary situations.

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

If the foregoing correctly sets forth the understanding reached, please signify by signing in the space provided below.

Truly yours,
Russell E. Hagberg

cc: Mr. J. L. Easley, Int'l. Vice President
United Transportation Union
4493 Acacia Avenue
San Bernardino, California 92407

ACCEPTED
A. G. Delyea
General Chairman (CT&Y)

APPROVED
J. L. Easley
Vice President UTU

August 21, 1989
47-600

Mr. A. G. Delyea, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095
343

Referring to Memorandum of Agreement dated August 21, 1989, in connection with crew consist.

The provisions of Article 1 of the Agreement relating to a supplemental benefit are not applicable to brakemen/yardmen with a seniority date subsequent to May 15, 1981.

It was agreed; however, that trainmen/yardmen with a seniority date subsequent to May 15, 1981, but prior to October 31, 1985, who are in active train/yard service as of the effective date of this agreement, will be considered eligible for a \$50,000 cash benefit, as adjusted.

If the foregoing correctly sets forth the understanding reached, please signify by signing in the space provided below.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

cc: Mr. J. L. Easley, Int'l. Vice President
United Transportation Union
4493 Acacia Avenue
San Bernardino, California 92407

ACCEPTED
A. G. Delyea
General Chairman (CT&Y)

APPROVED
J. L. Easley
Vice President UTU

August 21, 1989
47-600

Mr. A. G. Delyea, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

Side Letter No. 5

Referring to Memorandum of Agreement dated August 21, 1989, in connection with crew consist.

It was agreed an employee's 1988 W-2 Form would be used to determine the employee's

The \$4.50 additive will be subject to future wage increases and/or cost of living adjustments.

If the foregoing correctly sets forth the understanding reached, please signify by signing in the space provided below.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

cc: Mr. J. L. Easley, Int'l. Vice President
United Transportation Union
4493 Acacia Avenue
San Bernardino, California 92407

ACCEPTED
A. G. Delyea
General Chairman (CT&Y)

APPROVED
J. L. Easley
Vice President

August 21, 1989
47-600

Mr. A. G. Delyea, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

Side Letter No. 7

Referring to Memorandum of Agreement dated August 21, 1989, in connection with crew consist.

Article 1 of the Agreement provides for a supplemental benefit upon retirement for employees in active service on the effective date of the agreement.

It was agreed an eligible employee under Article 1, who leaves the service of the Company after December 16, 1989, but prior to becoming qualified for a full age annuity, may elect to receive his/her supplemental benefit upon execution of a resignation form.

An eligible employee under Article 1(a), will include those employees who on the effective date of this agreement are on: (1) disciplinary suspension or dismissal or (2) authorized leave of absence; but only if the employee first returns to active service for a period of 180 days. Employees
347

will not be permitted to return to active service unless they are medically qualified and pass required rules examinations.

An employee on Amtrak leave of absence less than two (2) years will be considered an “eligible employee” if the employee resigns from Amtrak, returns to active service before the expiration of two (2) years and remains in active service for at least 180 days. The employee must furnish copy of the Amtrak resignation.

An employee on Amtrak leave of absence more than two (2) years will be considered an “eligible employee” if he is unable to hold a regular assignment or an extra board assignment with Amtrak (except for disciplinary reasons, retirement or disability) due to Amtrak’s complete cessation of business, if the employee resigns from Amtrak, returns to active service and remains in active service for at least 180 days.

We also agreed “active service” as used in Article 1(a) will include pre-May 15, 1981 trainmen/yardmen in a furloughed status on the effective date of this agreement.

An “eligible employee” will not be considered disqualified from receiving the supplemental benefit if he/she transfers to another craft subsequent to date of this agreement. For the purpose of this agreement, a trainman/yardman in the engineer’s training program will continue to be considered a brakeman/yardman until promoted.

If the foregoing correctly sets forth the understanding reached, please signify by signing in the space provided below.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

cc: Mr. J. L. Easley, Int’l. Vice President
United Transportation Union
4493 Acacia Avenue
San Bernardino, California 92407

ACCEPTED
A. G. Delyea
General Chairman

APPROVED
J. L. Easley
Vice President UTU

August 21, 1989

Mr. A. G. Delyea, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

Side Letter No. 8

Referring to Memorandum of Agreement dated August 21, 1989, in connection with Crew Consist.

In an effort to alleviate any concern, we agreed that the moratorium provision contained in Article 24 of the May 19, 1981 Crew Consist Agreement remains in effect.

The foregoing does not bar the parties from making changes by mutual agreement.

If the foregoing correctly sets forth the understand reached, please signify in the space provided below.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

ACCEPTED
A. G. Delyea
General Chairman (CT&Y)

APPROVED
J. L. Easley
Vice President

August 21, 1989
47-600

Mr. A. G. Delyea, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

Side Letter No. 9

Referring to Memorandum of Agreement dated August 21, 1989, in connection with Crew Consist.

During our negotiations of the proposed crew consist changes, we discussed the handling to be given your Section 6 Notices dated July 25, 1988 and Carrier's notices for concurrent handling. It was agreed that should the Memorandum of Agreement dated August 21, 1989 be ratified, the following treatment will be given to those Section 6 Notices.

1. The respective notices will be held in abeyance pending outcome of national negotiations between the UTU and NRLC, including any mediation, arbitration or Emergency Board proceedings.

2. Subject to Paragraph 3 and 5 below, the parties to this agreement will adopt the portion of any national agreement reached by the UTU and the NRLC which deal with wage increases, miles encompassed in the basic day and arbitraries, vacations, holiday and health and welfare but not any changes in work rules.

3. Promptly after any agreement is reached between the UTU and the NRLC on a national basis, the joint labor/management committee established under Article 10 of the memorandum of Agreement dated August 21, 1989 will meet to consider alternate methods of granting a comparable increase, including 401k, profit sharing, stock or other means. Should the committee fail to reach an agreement or if the agreement reached is not ratified by the membership, the portion of the national agreement dealing with wages, basic day miles and arbitraries, will be implemented on the same basis as the national pattern.

4. The parties will adopt a moratorium provision comparable and coterminous with any moratorium set forth in the national agreement between the UTU and the NRLC.

5. The provisions of this agreement do not preclude the parties from negotiating and agreeing to alternate means of resolving the issues concerning wages, miles encompassed in the basic day, arbitraries raised in these Section 6 Notices and Carrier counterproposal prior to the UTU and NRLC reaching an agreement.

If the foregoing correctly sets forth the understanding reached, please signify by signing in the space provided below.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

cc: Mr. J. L. Easley,
Int'l. Vice President
United Transportation Union
4493 Acacia Avenue
San Bernardino, California 92407

ACCEPTED
A. G. Delyea
General Chairman (CT&Y)

APPROVED
J. L. Easley
Vice President

August 21, 1989

Mr. A. G. Delyea, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

Side Letter No. 10
352

Referring to Memorandum of Agreement dated August 21, 1989, in connection with Crew Consist.

Article 1.e. provides for a substitution of Railroad stock if more than 20% of the capital stock of the Carrier is publicly traded within two years. The 20% figure was used because that is the threshold for consolidated tax and financial accounting.

The parties intend that Railroad stock be used to fund a portion of the Supplemental Benefit to the extent feasible. Accordingly, it was agreed that Railroad stock will be substituted for \$10,000 of the Supplemental Benefit even if less than 20% of the Railroad stock is publicly traded within two (2) years of the effective date unless the amount of stock publicly traded when combined with the amount of stock to be substituted under this agreement would constitute more than 20% of the capital stock in the aggregate.

If the foregoing correctly sets forth the understanding reached, please signify by signing in the space provided below.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

cc: Mr. J. L. Easley,
Int'l. Vice President
United Transportation Union
4493 Acacia Avenue
San Bernardino, California 92407

ACCEPTED:	APPROVED
A. G. Delyea	J. L. Easley
General Chairman (CT&Y)	Vice President

August 21, 1989

Mr. A. G. Delyea, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

Side Letter No. 11

Referring to Memorandum of Agreement dated August 21, 1989, in connection with Crew Consist.

In connection with Article 5, Guaranteed Extra Boards, it was agreed local supervision will consult with the local chairmen prior to adjusting the number of positions on a guaranteed extra board.

In this connection it was also agreed that initially a 20% factor could be used, unless a lesser number is agreed to locally, to determine the minimum number of extra board positions. For example, if a conductor's board protected vacancies on a total of 45 regular conductor assignments, then a minimum of 9 ($45 \times 20\% = 9$) extra board conductors should be maintained. If a yardmen's extra board protected 2 foremen and 2 helper assignments, a minimum of ($4 \times 20\% = .8$) extra board yardmen should be maintained. In applying the 20%, any fractions of .5 or more would be rounded upward. This does not preclude Carrier from maintaining more than 20% on an extra board.

If the foregoing correctly sets forth the understanding reached please signify in the space provided below.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

ACCEPTED

General Chairman (CT&Y)

APPROVED

Vice President

August 21, 1989

Mr. A. G. Delyea, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

Side Letter No. 12

Referring to Memorandum of Agreement dated August 21, 1989, in connection with Crew Consist.

It was understood in the application of Article 7.b., Permanent Vacancies, there will be no forced assignments on bulletined yardmen jobs on the off days of the assignment account no bids received. These assignments will be re-advertised.

If the foregoing correctly sets forth the understanding reached please signify in the space provided below.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

ACCEPTED

General Chairman (CT&Y)

APPROVED

Vice President

August 21, 1989

Mr. A. G. Delyea, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

Side Letter No. 13

Referring to Memorandum of Agreement dated August 21, 1989, in connection with Crew Consist.

In connection with Article 4.c.3., it was agreed Carrier will notify employees of the provisions of this rule approximately 30 days prior to the expiration of 24 consecutive months.

As concerns the language in Article 4.c.4. reading "failure to comply with any of these requirements will result in forfeiture of all seniority rights," it was understood the employees are required to take all tests and examinations; however, failure to pass same would not result in automatic forfeiture of seniority.

It was also understood that Article 4.c.5. could not preclude the payment of penalty time claims while in reserve status for violations occurring prior thereto.

In the application of Article 4.c.12., it was agreed the local chairman and local supervision would determine the method for reserve board employees requesting emergency work. The method would include the manner in which employees could make the election, withdraw the election and what handling would be given to these requests if an employee is unavailable, he would not be subject to discipline.

If the foregoing correctly sets forth the understanding reached please signify in the space provided below.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

ACCEPTED

APPROVED

General Chairman (CT&Y)

Vice President

August 21, 1989

Mr. A. G. Delyea, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

Side Letter No. 14

Referring to Memorandum of Agreement dated August 21, 1989, in connection with Crew Consist.

Article 1 provides for an annual increase of 3.5% in the amount of the supplemental benefit regardless of whether the actual inflation rate is higher or lower than the 3.5%. As you know, this has a compounding effect since it is applied each year. In the last six (6) years, the inflation rate has been less than 3.5% in three (3) years and in the other three (3) years has not exceeded 4%.

Nevertheless, concern has been expressed that the inflation rate may substantially exceed 3.5% in many years and the employees' supplemental benefit would not be sufficiently protected in that event. It was agreed, therefore, that Carrier would share equally with the employee the risk of sustained inflation above 6%. Accordingly, the inflation adjustment of 3.5% annually will be increased by 1/2% of every full percentage by which the average annual inflation rate exceeds 6%, as measured by the CPI-W index issued by the Bureau of Labor Statistics, for each fiscal year during the measurement period July 1-June 30.

For example, assume an employee retires in 1993 and the average inflation rate was 8% in 1990, 10% in 1991 and 6% in 1992, or an average of 8%. The employee would be entitled to an additional 1% each year, i.e., 50% of the difference between 8% and 6%. The 3.5% adjustment would be increased by 1% to 4.5% for each of the three (3) years and the \$75,000 would amount to \$85,587 in 1992 instead of \$83,154 based on 3.5%.

If the foregoing correctly sets forth the understanding reached please signify in the space provided below.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

cc: Mr. J. L. Easley,
Int'l. Vice President
United Transportation Union
4493 Acacia Avenue
San Bernardino, California 92407

ACCEPTED

General Chairman (CT&Y)

APPROVED

Vice President

August 21, 1989

Mr. A. G. Delyea, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

Side Letter No. 15

Referring to Memorandum of Agreement dated August 21, 1989, in connection with Crew Consist.

As concerns Article 4, Reserve Boards, it was understood a reserve board will be established for each prior rights seniority district and positions thereon will be prorated between yard and road based on a ratio of the total number of employees working in each craft on the day before implementation.

EXAMPLE: 600 total employees (road & yard)
 200 yard = 33%
 400 road = 67%

If 95 positions available on reserve board then:

31 yard = 33%
64 road = 67%

95

These positions would be bid in using prior rights hiring date. When the prior rights employees have exercised their seniority, dual rights will apply. Using the above example, if only 5 prior rights yardmen and 15 prior rights roadmen took the reserve board, there would be 80 positions available to dual rights employees.

Recall will be in reverse seniority order. When all the dual rights (junior) employees have been recalled and there is a need for 2 yardmen and 3 brakemen, for example, the junior from the craft which used prior rights to attain the reserve board will be recalled. All employees returning from the reserve board by recall will have full displacement rights.

Because of the intricate problems associated with the previous combining of seniority on the Albuquerque Division, there will be two reserve boards - one for main line 1st, 2nd and 3rd district crews, and another for the 4th district crews. These two boards will function in the same manner as single reserve boards. However, if one reserve board is exhausted, employees may be recalled from the remaining reserve board to fill vacancies.

If the foregoing correctly sets forth the understanding reached please signify in the space provided below.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

ACCEPTED

General Chairman (CT&Y)

APPROVED

Vice President

August 21, 1989

Mr. R. E. Hagberg
Vice President Human Resources
AT&SF Railway Company
80 East Jackson Boulevard
Chicago, IL 60604

Dear Mr. Hagberg:

Side Letter No. 16

During various meetings with our members on both the Coast Lines and Texas Divisions, we found that the proposed crew consist modification would be better received if a portion of the \$75,000 could be distributed to the employees at the time of implementation.

We therefore propose the following:

During the first 90 days of this agreement, an eligible employee will have the option to take \$10,000.00 of his/her supplemental benefit in cash. This payment will be subtracted from the employee's account in the retirement trust. When and if AT&SF stock becomes a part of the supplemental benefit, this payment will not affect the stock portion of the trust. The payment will be subject to regular deductions such as Federal and State income tax and railroad retirement.

If the above meets with your approval, please sign below. We will endeavor to appraise our membership of the change.

Very truly yours,
A. G. Delyea
General Chairman, UTU-CT&Y

G. R. Neal
General Chairman, UTU-CT&Y

ACCEPTED FOR THE CARRIER:
R. E. Hagberg
Vice President Human Resources
AT&SF Railway Company

August 21, 1989

Mr. R. E. Hagberg
Vice President Human Resources
AT&SF Railway Company
360

80 East Jackson Boulevard
Chicago, IL 60604

Dear Mr. Hagberg:

Side Letter No. 17

During the meetings with our members on both the Coast Lines and Texas Divisions, we were appraised of concern of the membership that the Carrier will continue to abuse the Contract concerning the use of "short rested" conductors and/or brakemen. In view of this concern, we propose the following, which will be implemented only on request of the organization subsequent to 180 days from implementation of the Crew Consist modification.

Conductors and/or brakemen who are not fully rested under the Hours of Service, will not be used out of the home terminal or extra board point unless they have sufficient time to make the trip for which called. In no event will they be used with less than four (4) hours to work from the time required to report for duty, if another employee is available. No payment will be due an employee run around account less than four (4) hours to work.

If the above meets with your approval, please sign below.

Very truly yours,
A. G. Delyea
General Chairman, UTU-CT&Y

G. R. Neal
General Chairman, UTU-CT&Y

ACCEPTED FOR THE CARRIER:
R. E. Hagberg
Vice President Human Resources
AT&SF Railway Company

August 21, 1989

Mr. A. G. Delyea, General Chairman
United Transportation Union
2110 E. First Street, Suite 112
Santa Ana, California 92795-4095

Dear Sir:

Side Letter No. 18

Referring to Memorandum of Agreement dated August 21, 1989, in connection with crew consist.

In the application of Article 3(c)(6), it was understood the allowance in lieu of constructive mileage presently paid ID crews through Seligman will also be applicable to conductor-only service on this territory.

If the foregoing correctly sets forth the understanding reached please signify in the space provided below.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

cc: Mr. J. L. Easley, Int'l. Vice President
United Transportation Union
4493 Acacia Avenue
San Bernardino, California 92407

ACCEPTED

General Chairman (CT&Y)

APPROVED

Vice President

August 21, 1989

Mr. A. G. Delyea, General Chairman
United Transportation Union
2110 E. First Street, Suite 112
Santa Ana, California 92795-4095

Dear Sir:

Side Letter No. 19

Referring to Memorandum of Agreement dated August 21, 1989, in connection with Crew

Consist.

It was understood that Article 9 - Hours of Service Relief, will have no effect on the overtime provisions of the Riverbank interdivisional service agreement.

If the foregoing correctly sets forth the understanding reached please signify in the space provided below.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

cc: Mr. J. L. Easley, Int'l. Vice President
United Transportation Union
4493 Acacia Avenue
San Bernardino, California 92407

ACCEPTED

General Chairman (CT&Y)

APPROVED

Vice President

December 4, 1991

Side Letter No. 1

Mr. A. G. Delyea, General Chairman
United Transportation Union
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

Dear Sir:

This has reference to the Memorandum of Agreement initialed December 13, 1991 concerning various agreement rules.

It is the parties' intent that reasonable layoffs by both unassigned and assigned employees be permitted. The parties realize conductors, trainmen and yardmen are necessary for the seven (7) day per week operation of the railroad. Therefore, the employees understand layoffs must be

restricted or curtailed at certain times, and management understands its employees have occasions where they should be permitted to lay off.

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

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

ACCEPTED
General Chairman
United Transportation Union, CT&Y

APPROVED
Vice President
United Transportation Union

December 4, 1991

Side Letter No. 2

Mr. A. G. Delyea, General Chairman
United Transportation Union
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

Dear Sir:

This has reference to the Memorandum of Agreement initialed December 13, 1991 concerning various agreement rules.

Notwithstanding the provisions of Article VI, Section 13 concerning the Supplemental Guaranteed Extra Board, when employees on the Supplemental Guaranteed Extra Board equal at least 50% of the employees on the combination Conductors'/Brakemen's Extra Board, the following procedure will govern in place of Paragraph e of Section 13.

The employees on the Supplemental Guaranteed Extra Board will be required to be marked up and available for service for specific intervals commencing at 12:01 a.m. the first day and ending at 11:59 p.m. the last day of the interval. Such intervals will be determined by the local chairman at the location of the Supplemental Guaranteed Extra Board. The length of the intervals will not be changed by the local chairmen more often than every 90 days. Employees required to be available

during these intervals will be determined by taking 50% of the number of employees on the combination Conductor's/Brakemen's Extra Board for the particular interval period. The first out employees on the Supplemental Extra Board equal to that number will be required to be available for service. Layoffs during the interval period by these employees on the Supplemental Guaranteed Extra Board will not be permitted except in the case of extreme emergency.

During the interval period these employees will work first-in, first-out among themselves and will rotate for vacancies which cannot be protected off the regular, combination Conductors'/Brakemen's Extra Board. At the end of the interval, that group of employees will go to the bottom of the Supplemental Guaranteed Extra Board and will be replaced by the next group based on the same formula.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space below.

Yours truly,
Russell E. Hagberg
Vice President-Transportation

ACCEPTED:
General Chairman United Transportation Union
Vice President United Transportation Union

December 4, 1991

Side Letter No. 3

Mr. A. G. Delyea, General Chairman
United Transportation Union
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

Dear Sir:

This has reference to the Memorandum of Agreement initialed December 13, 1991 concerning various agreement rules.

This confirms our understanding that an employee's salary or wages received for service as an officer of the United Transportation Union shall be considered the equivalent of that employee's "earnings," i.e., wages received from this carrier for service in the CT&Y craft, for purposes, and within the meaning of, Article VI(c)1 of the Memorandum of Agreement dated _____ 1991. This understanding is based on the fact that an employee's service as a UTU officer is very closely intertwined with working conditions in, and other affairs of, the craft, and so should be treated in this context like actual service in the craft.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

AGREED
General Chairman (CT&Y)
365

cc: Mr. J. L. Easley

December 4, 1991

Side Letter No. 4

Mr. A. G. Delyea, General Chairman
United Transportation Union
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

Dear Sir:

This has reference to the Memorandum of Agreement initialed December 13, 1991 concerning various agreement rules.

In connection with the options listed under Article II, Section B, the parties recognize the special circumstances at Bakersfield concerning the use of brakemen on helpers. Notwithstanding the minimum extra board percentages provided in the options, sufficient employees will be maintained on the extra board to protect the helpers and required layoffs; however, this does not establish a minimum requirement for extra board occupancy.

Yours truly,
Russell E. Hagberg
Vice President-Human Resources

AGREED:
General Chairman (CT&Y)
United Transportation Union

APPROVED:
Vice President
United Transportation Union

December 4, 1991

Side Letter No. 5

Mr. A. G. Delyea, General Chairman
United Transportation Union
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

Dear Sir:

This has reference to the Memorandum of Agreement initialed December 13, 1991 concerning various agreement rules.

During our negotiations we discussed the potential problem that may exist on the new combination conductors'/brakemen's extra boards due to the fact there we have a number of trainmen who have not been promoted to conductor. As a result of the implementation of this agreement, non-promoted employees could be limited in the exercise of their seniority. To resolve this problem it is agreed:

1. Effective on the implementation date of this agreement, all non-promoted brakemen/yardmen holding seniority districts on the former Coast Lines will be placed on a conductor class list in their relative brakemen's/yardmen's seniority order. Every brakeman/yardman on such a list will be afforded the opportunity to take a conductors' promotion examination pursuant to the basic agreement, and this Letter of Understanding.
2. The Carrier shall, upon this agreement becoming effective, initiate an accelerated program to schedule and hold conductor's promotion classes throughout the territory covered by this agreement. Every effort will be made to ensure that all non-promoted brakemen/yardmen have been afforded the opportunity to take promotion under the terms of the basic agreement within one (1) year from the effective date of this agreement.
3. Every employee who takes and passes the examination shall retain their relative standing on the conductor class list established under this agreement. Employees who decline such promotion opportunity, or who fail to pass the examination, shall be governed by the terms of the current agreement or 4-6 herein below.
4. You were given assurance that when such employees are called up for promotion the carriers will cooperate in furnishing such assistance as may be appropriate in preparing them to take

the promotional examination. This could include up to three (3) follow-up examinations, verbal coaching or examinations, additional study materials or other preparatory assistance appropriate to the circumstances of the individual cases.

5. If it still develops that , despite his best efforts, such an employee cannot qualify as a conductor, he may be permitted to continue to work in train service provided that his retention does not result in the carrier being required under existing rules to utilize a surplus (unnecessary) employee, fill or cause to be filled a position which otherwise would be blanked under a crew consist agreement; nor cause the creation or the continuation of a reserve pool position or any other protective position. During periods when he does not stand to hold a position because any of these conditions exit he will be furloughed.

6. Any train service employee continued in service under these conditions who is subject to the provisions of any protective agreement or arrangement will be treated as occupying the conductor position with the highest earnings which his conductor seniority, if it had been established, would have permitted him to hold.

7. Article 16(a) of the Road Schedule will be modified to the extent that the 60,000 road miles as brakeman will be changed to 60,000 freight miles or two (2) years service in any operating craft (i.e., brakeman, yardman, fireman, hostler, engineer).

8. An employee who is not promoted conductor who is promoted to locomotive engineer will be considered as having passed his conductor's promotion. He will not be able to exercise his conductor's seniority until those in his "promotion class" are afforded the opportunity to take promotion. At that time, he will not be required to retake his conductors' promotion exam but will be placed in his relative position within that class.

If the foregoing adequately and accurately outlines our agreement in this regard, please so indicate by signing in the space provided below.

Very truly yours,
Russell E. Hagberg
Vice President-Human Resources

AGREED:
General Chairman (CT&Y)
United Transportation Union

APPROVED:
Vice President
United Transportation Union

December 4, 1991

Side Letter No. 6

Mr. A. G. Delyea, General Chairman
United Transportation Union
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

Dear Sir:

This has reference to the Memorandum of Agreement initialed December 13, 1991 concerning various agreement rules.

A yard employee at Bakersfield, who as a result of this agreement is unable to occupy a permanent position at Bakersfield and is forced to move to another terminal, will be allowed a one-time \$18,000 moving allowance in lieu of any Moving/Real Estate benefits otherwise provided for pursuant to Article IV(c) of the Agreement.

Very truly yours,
Russell E. Hagberg
Vice President-Human Resources

AGREED:
General Chairman (CT&Y)
United Transportation Union

APPROVED:
Vice President
United Transportation Union

December 4, 1991

Side Letter No. 7

Mr. A. G. Delyea, General Chairman
United Transportation Union
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

Dear Sir:

This confirms our understanding in connection with negotiation of the Memorandum of Agreement initialed December 13, 1991.

Any employee who was dismissed from service in the portion of the craft or class represented by you throughout September 1, 1989 and who has been subsequently returned to service with pay for all time lost during such period of dismissal and with all other rights as an employee restored, shall, at the time of his return to service in the craft or class under these conditions, be deemed "eligible" for "supplemental benefit" entitlement within the meaning of Article 1 of the Supplemental Benefit and Voluntary Separation Agreement ("SBVS") dated August 21, 1989, effective September 1, 1989, and relevant side letters to the SBVS, as such agreements and understandings may be amended to date.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,
Russell E. Hagberg
Vice President-Human Resources

AGREED:
General Chairman (CT&Y)
United Transportation Union

APPROVED:
Vice President
United Transportation Union

December 4, 1991

Side Letter No. 8
370

Mr. A. G. Delyea, General Chairman
United Transportation Union
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

Dear Sir:

This has reference to the Memorandum of Agreement initialed December 13, 1991 concerning various agreement rules.

Article 6(b) of the Memorandum of Agreement effective September 1, 1989 is changed to read as follows:

b. Helper Vacancies

When the extra board is exhausted, a temporary helper vacancy will be filled in the following sequence:

1. Senior available assigned yardman with request on file;
2. Junior available assigned yardman;
3. First out employee on the supplemental guaranteed extra board.
4. Senior available reserve employee with request on file.

Yardmen used off their assignments will be paid the time and one-half rate.

If the foregoing adequately and accurately outlines our agreement in this regard, please so indicate by signing in the space provided below.

Very truly yours,
Russell E. Hagberg
Vice President-Human Resources

AGREED:
General Chairman (CT&Y)
United Transportation Union

APPROVED:
Vice President
United Transportation Union

December 4, 1991

Side Letter No. 9

Mr. A. G. Delyea, General Chairman
United Transportation Union

2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

Dear Sir:

This has reference to the initialed December 13, 1991 Memorandum of Agreement concerning various agreement rules.

It was agreed in the Memorandum of Agreement dated August 21, 1989 that an employee's 1988 W-2 Form would be used to determine the employee's earnings during calendar year 1988 in the application of Article 4. This will still be applicable for that particular year.

An employee who lost time in 1988, 1989, 1990 and 1991 due to union business or an on-duty injury may elect to have his earnings for 1988, 1989, 1990, and 1991 computed by using the average applicable earnings of the employee immediately above and immediately below him on the brakemen's roster.

In addition, it is further understood than an employee who was in a suspended/dismissed status during 1988, 1989, 1990 and 1991 and who is subsequently awarded pay for time lost shall have his test period earnings adjusted to reflect the award of pay for time lost applicable to 1988, 1989, 1990 and 1991 in accordance with Coast Lines Understanding of October 23, 1984 and Northern and Southern Divisions Understanding of February 18, 1986.

If the foregoing adequately and accurately outlines our agreement in this regard, please so indicate by signing in the space provided below.

Very truly yours,
Russell E. Hagberg
Vice President-Human Resources

cc: Mr. J. L. Easley

AGREED:
General Chairman (CT&Y)
United Transportation Union

APPROVED:
Vice President
United Transportation Union

December 4, 1991

Side Letter No. 10

Mr. A. G. Delyea, General Chairman
United Transportation Union
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

Dear Sir:

This has reference to the Memorandum of Agreement initialed December 13, 1991

concerning various agreement rules.

The parties recognize the importance of keeping Santa Fe Railway a strong competitor in the marketplace. This Memorandum of Agreement is a cooperative step towards that goal. In order to ensure a smooth implementation of the Agreement, the parties agree to meet with the local chairmen approximately 90 days after implementation to discuss any problems which may have developed. The same basic provisions of the letter dated December 9, 1991 will apply in connection with that meeting.

If the foregoing adequately and accurately outlines our agreement in this regard, please so indicate by signing in the space provided below.

Very truly yours,
Russell E. Hagberg
Vice President-Human Resources

AGREED:
General Chairman (CT&Y)
United Transportation Union

APPROVED:
Vice President
United Transportation Union

ARTICLE 49

Copy of this Schedule will be furnished to each employee represented herein.

ARTICLE 50

VACATIONS *(Synthesis of Operating Vacation Agreement)*

The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949, between certain carriers represented by the National Carriers Conference Committee and their employees represented by the United Transportation Union (formerly the Brotherhood of Locomotive firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to August 25, 1978:

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

Section 1(a)

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

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

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(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 employee 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 day sin miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

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

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.

1981 Vacation Amendment for Three Weeks Vacation

Insofar as applicable to employees represented by the United Transportation Union, the Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1982, by substituting the following Section 1(c), 1(d) and 1(h) for the corresponding provisions contained in Section 1, as previously amended:

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 hour paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations.

**(This is the equivalent of 100 qualifying days in a calendar year in road service)
(See NOTE Below)**

Beginning with the year 1960 on all other carriers, in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(The NOTE referred to in Section 1(c) and 1(d) above reads as follows:

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.”)

1981 Amendment Vacation for Four Weeks

Section 1(d) - Qualification for Four Weeks

Insofar as applicable to employees represented by the United Transportation Union, the Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1982, but substituting the following Section 1(c), 1(d) and 1(h) for the corresponding provisions contained in Section 1, as previously amended.

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 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 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 the effective date of the provisions of Article 3 of Agreement “A” dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations.

**(This is the equivalent of 100 qualifying days in a calendar year in road service)
(See NOTE below)**

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed 1.3 days for purposes of determining qualifications for vacation.

**(This is the equivalent of 120 qualifying days)
(See NOTE below)**

(The NOTE referred to in Section 1(c) and 1(d) above reads as follows:

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(e)

Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4000) basic days in miles or hours paid for as provided in individual schedules.

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

(This is equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service)

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(g)

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

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

1981 Amendment Vacation for Discharged Employees

Section 1(h) - Discharged Employees

Insofar as applicable to employees represented by the United Transportation Union, the

Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1982, by substituting the following Section 1(c), 1(d) and 1(h) for the corresponding provisions contained in Section 1, as previously amended:

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

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), one thousand two hundred and eighty (1280) basic days under Section 1(c), two thousand seven hundred and twenty (2720) basic days under Section 1(d), and four thousand (4000) 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 return 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 purpose days 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 on fewer days than are required to qualify for a vacation in such following calendar year if he has 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 vacation as follows.

GENERAL

(a) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week or 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 sub-paragraph (b).

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

YARD SERVICE

(1) an employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carries 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 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 day's pay at the rate of the last yard service rendered.

(See Note Next Page)

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

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

Section 4 - Time off 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 provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rule of schedule agreement.

Section 6 - Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirement 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 filled.

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 of such termination, be granted full vacation

(See Next Page)

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 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 application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five (5) members of the carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five (5) organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated being handled by such Committee. Interpretation or application agree upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949 superseded the Consolidated Uniform Vacation Agreement date 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 hand or receivers or trustees.

Section 14 - The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the

carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

(See Appendix H)
(The Vacation Agreement rules as shown above incorporate current provisions of the 1949 National Vacation Agreement and Amendments provided in the National Agreements of December 16, 1953, November 30, 1960, November 20, 1964, July 17, 1968, January 27, 1972 and August 25, 1978.)

MEMORANDUM

Chicago, Illinois April 29, 1949

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

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

1. A trainman in passenger service, on a trip of 300 miles, upon which not overtime or other allowances accrue, will be credited with two basic days.
2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1 1/4 basic days.
3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1 3/4 basic days.
4. An employee in yard service working 12 hours will be credited with 1 1/2 basic days.
5. An employee in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employee in freight service, paid no overtime or other allowances, working as follows:

1 st trip	150 miles
2 nd trip	140 miles
3 rd trip	120 miles

4 th trip	150 miles
5 th trip	<u>140 miles</u>
Total	700 miles

will be credited with seven (7) basic days.

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

In granting of vacations subject to agreements held by the five (5) operating organizations, service rendered for the carrier will be counted in establishing five (5) or fifteen (15) or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

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

SPLIT VACATIONS

(1) Employees working out of a designated terminal where extra boards are maintained, who are entitled to three weeks' vacation, may request and will be assigned one period consisting of one week and one period consisting of two weeks.

(2) Employees working out of a designated terminal where extra boards are maintained, who are entitled to four weeks vacation, may request and will be assigned two period consisting of either two weeks for each period or two periods consisting of one week and three weeks.

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

When two periods are requested, only one of such periods will be assigned during the months of May, June July and August.

(4) In the event an employee who has requested a split vacation under paragraphs (1) or (2) is on an outlying assignment when the first period starts, he will be required to take his full vacation starting as of that date.

(5) Employees entitled to three or four weeks' vacation and requesting only one period for their entire vacation, at any time prior to the assigned starting time of their vacation period, providing they are working out of a terminal where an extra board is maintained, may make request to lay off and may count one, two, or three weeks of such layoff time as part of their vacation. Such layoffs will be permitted only when in the opinion of the management sufficient extra employees are available to provide relief.

(6) When a vacation is split under the provisions of this Agreement and payment is allowable under the minimum provisions of Section 2(c) of the National Vacation Agreement, the rate of pay shall be that of the last service rendered prior to the start of the employee's first vacation period.

(7) In splitting vacations, the week or weeks used will be counted as seven, fourteen, or twenty-one days, and no fraction of a week will be included.

(8) In the application of above paragraph (5) an employee is only entitled to make one application of either one, two, or three weeks to lay o ff and have the lay-off charged against his

vacation.

An employee laying off under paragraph (5) and having the lay-off charged against his vacation must do so in writing prior to the time he lays off.

(9) Chain gang, extra or regular assigned employees, entitled to three or four week vacation periods, who request and are assigned a split vacation under paragraphs (1) and (2), or take a portion of their vacation in advance of the assigned vacation period under paragraph (5), will only be permitted to mark up at 12:01 p.m. on the last day of the last portion of the split vacation period. Employees must be off full calendar days of the first portion of vacation.

August 30, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CY&Y)
2110 First Street, Suite 112
Santa Ana, California 92705-4095

Side Letter No. 7

Dear Sir:

The following provisions prescribe how trainmen will be able to float vacations. Conductors, brakemen and yard men entitled to two or more weeks' vacation, whether assigned to take their entire vacation in one period or split into two periods, may, at any time prior to the assigned starting time of their vacation period(s), request to lay off and count one or two week(s) of such layoff time as the beginning or concluding portion of their assigned vacation. If an employee has scheduled a split vacation, the float will be taken from the beginning or concluding portion of the nearest unobserved split period. Such request must be in writing and presented prior to time of lay off. It will be the responsibility of the individual to notify the crew clerk in writing prior to the start of his assigned vacation that he has previously taken one or two weeks(s) of his vacation. Such layoff and float will be permitted only when, in the opinion of the Management, relief can be afforded. This will permit an employee to possibly take vacation in five separate week increments.

Also, the Carrier will grant the float of vacations provided that there are sufficient employees to protect the service.

The provisions of this Side Letter will take effect beginning January 1, 1995.

August 30, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CY&Y)
2110 First Street, Suite 112
Santa Ana, California 92705-4095

Side Letter No. 10

Dear Sir:

This confirms our understanding in connection with anniversary dates for purposes of vacation entitlement.

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

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Yours truly,

John J. Fleps
Vice President - Labor Relations

Agreed:
J. F. Holden
General Chairman, UTU (CT&Y)

ARTICLE 51

PHYSICAL EXAMINATIONS

In the event an employee of a class included in the scope of this Agreement, who is found to be disqualified as a result of a reexaminations including eyesight, color sense and hearing, feels that his physical condition does not justify removal from the service or restriction of his rights to service, such employee, upon request in writing by himself or his representative within 30 days following receipt of notice of disqualification, will be given further reexamination as follows:

1. If disqualified because of physical disabilities:

(a) The employee will be jointly reexamined by a physician designated by the Company and a physician of the employee's own choice who shall both be graduates of a Class (A) medical school or regular medicine. This reexamination will be conducted at the office of the Company's physician, unless otherwise mutually agreed to by the two physicians. If the two physicians agree that the employee is disqualified their decision is final; if they agree the employee is qualified, he will be returned to the service and compensated for loss of earnings, if any. Resulting from such restrictions or removal from service incident to his disqualification.

(b) If the two physicians fail to agree, the employee's physician and the railroad's physician will select a third physician who shall be a practitioner of recognized standing in the medical profession and where any special type of case involved must be a certified specialist in the disease or impairment which resulted in the employee's disqualification. The Board of physicians thus selected will examine the employee and render a report of their findings within a reasonable time, not exceeding 30 days after their selection, setting forth the employee's physical condition and their conclusion as to whether he meets the requirements of the Company's physical examination rules. The 30-day period may be extended thorough mutual agreement between the General Chairman and the General Manager.

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

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

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

disqualification was improper, the employee will be compensated for loss of earnings, if any, resulting, from such restrictions or removal from service incident to his disqualification.

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

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

When an employee upon reexamination fails to meet the required standards on vision, color sense, or hearing, such reexamination may, if required by the employee or his representative within 15 days be followed by a field test under joint direction of a committee consisting of two representative of Management and two employees from the ranks of train, engine or yard service, such field tests to be conducted in the following manner.

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

(b) FOR HEARING. The Field Test shall demonstrate ability to hear ordinary conversation, air whistle signals, torpedoes and other audible signals, under service conditions. The response to each test shall be as prompt as actual service conditions necessitate, and the test may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

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

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

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

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

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

Section 2. An employee who is off duty for a period of thirty (30) or more days on account of a serious medical deficiency which could lead to his restriction or disqualification should give Carrier as much advance notice, in writing, as reasonably possible of date of intended return to service. If he attempts to resume service without at least five days such advance notice, the Carrier, at its discretion, will have five days to accomplish a medical evaluation, during which time no payment will be made for time lost, but he will be paid for necessary actual miles of travel and expenses as outlined in Section 1(b) hereof.

Section 3. When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at this point of residence if his normal habits make available a reasonable opportunity for examination at such point, and sufficient time is allotted without loss of time, the employee shall arrange to undergo such examination in that manner.

When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence the employee must in order to receive pay for all time lost, if any, under this rule permit the Carrier to schedule his examination. After this scheduling of said examination, if an employee is displaced from or bids off his assignment, he must notify the Carrier at least 24 hours in advance of his appointment in order to permit rescheduling of the examination, to avoid loss of time, if the Carrier desires. (*Agreement of December 5, 1972*)

Section 4 A furloughed employee recalled for service and required to undergo medical evaluation prior to resumption of service is not covered by the provisions of this Agreement.

NOTE: The term "medical evaluation" includes but is not limited to the actual medical examination, laboratory procedures, X-rays and so forth as well as time for final decision after results thereof are known.

ARTICLE 52

EMPLOYEES TRANSFERRED

When a change of division of runs is made, requiring employees to change their place of residence, they will be furnished free transportation for themselves, their families, and household goods to their new place of residence and will be similarly accommodated when transferred in the exercise of their seniority rights.

ARTICLE 53

SERVICE LETTERS

When employees leave the service of the Company of their own accord, they shall not be reinstated. When employees leave the service of the Company they shall be given letters stating time of their service, in what capacity employed, and cause for leaving service, except when such letters would subject the company to legal prosecution. Said letters are to be given at time of leaving the service and shall be signed and stamped by the division superintendent.

ARTICLE 54

CONTRACTUAL OBLIGATIONS

(a) The Company on its part and the UTU on their part agree that they will perform the several duties and stipulations provided for in this agreement.

(b) In case a difference of opinion as to the construction of this agreement shall arise between the UTU and Division Officers, a written statement of the question at issue must be submitted by the UTU's committee to the General Official for their construction.

(c) No Local ruling shall be made on this schedule which conflicts with the provisions of same and any change therein must be handled as provided in paragraph (b) of this article.

ARTICLE 55

CAPTIONS

It is understood the captions of articles in this agreement are for the purpose of identification only and are not to be considered a part of the rule.

ARTICLE 56

BOOK OF RULES REEXAMINATION

For the purpose of establishing a program applicable to employees subject to the rules of the Operating Department and to provide instruction and review classes in connection therewith, effective January 1, 1977.

IT IS AGREED:

- (1) The Carrier will determine the frequency of the program, i.e., annually, biennial, etc.
 - (2) The program for each employee shall consist of a total of eight (8) hours.
 - (3) The eight (8) hours may be taken on one session or in two (2) four (4) hours sessions. When taken one (1) day, there will be a break of not less than one (1) hour between the four (4) hour sessions.
 - (4) The instruction and review classes shall consist of oral presentation and multiple choice examination.
 - (5) Failure to satisfactorily pass the required examination on first attempt will necessitate a second attempt by the employee within a period not to exceed 30 calendar days from date of first failure exclusive of any period he is on formal leave of absence or vacation. Written notification by the employee of his availability for the required examination within the period specified herein will be considered as having met the time limit requirement of this Section 5.
 - (6) An employee who fails to satisfactorily pass the required examination on second attempt will be suspended and will remain suspended from service until he satisfactorily passes the required examination, which attempts will not be more than 60 calendar days from date of last attempt, even if necessary to schedule special class.
- NOTE:** At the end of each calendar year, if requested by either party, a meeting will be held to review the provisions of Section 6 for the purpose of mutually agreement to its continuance. Should the parties fail to reach a mutual understanding concerning its continuance, Section 6 will be removed from this Agreement.
- (7) If an employee does not comply with the limits prescribed in Section 5 hereof, he will be considered as having failed the examination.
 - (8) An employee, who earlier in the year, was promoted to engineer, conductor or engine foreman has undergone an examination on the operating rules, as required by other Company rules, will not be subject to this program in the same calendar year. An employee must, however, undergo, and be credited with, satisfactorily passing an examination for each calendar year for which classes are held.

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

ARTICLE 57

COUPLING AIR HOSE

(1)(a) When road freight crews (including local freight and work train crews, excluding crews protecting road switchers) within the switching limits of the following listed yards are required to couple air hose (except as set forth in Section 3), each member of the train crew will be paid an allowance of \$4.32 (subject to future general wage increases which may include retroactive increases) regardless of whether a carman is or is not on duty. Such crews will not be required to couple air hoses for other road crews or yard crews.

Gallup	Calwa-Fresno
Winslow	Riverbank
Ash Fork	Stockton-Mormon
Prescott	Richmond
Phoenix-Mobest	San Francisco
Seligman	Alice Street Oakland
Needles	San Bernardino
Barstow	Los Angeles
Bakersfield	San Diego-National City
Kaiser (<i>Yard limits are controlling as presently located</i>)	

NOTE: Points listed in Section 1(a) hereof which will not be changed in the future.

(1)(b) No payment is due such crews when required to couple air hose on any cars handled, moved or switched by such crew at any location other than those listed in Section 1(a) hereof.

(2) When Conductors and Trainmen protecting road switcher service are required to couple air hose (except as set forth in Section 3), each member of the train crew will be paid an allowance of \$4.32 (subject to future general wage increase which may include retroactive increases) regardless of whether a carman is or is not on duty. Such crews may be required to couple air hose on cars to be picked up by other road crews.

(3) The provisions of this agreement will not apply to coupling of air hose:

(1) Between engine and first car.

- (2) Between caboose and rear car.
- (3) Between engine and caboose, where caboose is handled light.
- (4) At any point of coupling when cars with air hoses previously coupled together are on more than one track and necessary to double over.
- (5) Recoupling of train after set out by road or yard crew.
- (6) Recoupling of train after pick up by road or yard crew.
- (7) Recoupling of train after set out of bad order car(s).

(4) No allowance is to be made for performing car to car air test or set and release air test on crews' own train.

(5) Through freight or local crews who convert to road switcher rate are subject to Section 1 hereof, not Section 2.

(6) Only one (1) payment shall be made during each trip or tour of duty.

NOTE: If a crew commences a new day for pay purposes, it shall be considered a new trip or tour of duty.

ARTICLE 58

ENACTING AND TERMINATING CLAUSE

This agreement became effective July 1, 1956 and has been reprinted as of September 1,

1978 to reflect that set forth in the Preamble and to reflect rates effective December 31, 1978.

This agreement shall continue in effect subject to thirty (30) days' written notice by either party of a desire to change or terminate same in accordance with the Railway Labor Act, as amended, except as provided below.

Those rules identified by asterisk (*) will continue to be governed by cancellation clause contained in the original agreement establishing the rule.

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

Any existing agreements, interpretations or understandings not in conflict with this revised agreement will remain in effect.

Signed at Los Angeles, California, September 1, 1979

APPENDIX "A"

**MEMORANDUM OF AGREEMENT
between
ORDER OF RAILWAY CONDUCTOR AND
BRAKEMEN
BROTHERHOOD OF RAILROAD TRAINMEN
AND
THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY
-COAST LINES-**

SWITCHING RULE

The yard schedule is in effect in the following yards.

Gallup	Calwa-Fresno
Winslow	Riverbank
Ash Fork	Stockton-Mormon
Prescott	Richmond
Phoenix-Mobest	San Francisco
Seligman	Alice Street Oakland
Needles	San Bernardino
Barstow	Los Angeles
Bakersfield	San Diego-National City

Rules of this agreement also apply to road crews at stations on joint line where yard schedule is in effect.

SWITCHING RULE

A. Road freight conductors and trainmen will not be required to perform switching at stations during the time a yard crew is on duty, except in emergency, which is defined to mean (1) personal injury, (2) fire, (3) wreck, and (4) where Company property is in jeopardy, which necessitates prompt action and yard crew is not immediately available.

If a road crew is required in an “emergency” to perform switching when a yard crew is on duty, they will be paid for such work on the actual minute basis at pro rata road rate for all time so consumed, with a minimum allowance of one and one-half hours for over 45 minutes or less, and two hours for over 45 minutes, in addition to road trip provided that when overtime accrues on the trip, computed on basis of total time on duty including time devoted to switching, the crew will be paid either the basic day and overtime rules of the respective schedules or under this agreement, whichever produces the greater compensation, but will not be paid both switching and overtime. Actual time consumed in switching by road crew shall be deducted from time of road trip.

If switching other than as defined as “emergency” is required of a road crew when a yard crew is on duty, they will be paid a minimum day at yard rates, separate and apart from the road trip, and available off duty extra yardmen constituting a crew, i.e., a foreman and one helper, will be paid one minimum yard day each, if less than a crew of two yardmen available, the individual that is available will be paid a minimum yard day.

NOTE: It is agreed that the following work performed by road crews in yards is not switching for the purpose of this agreement:

1. The icing of cars or loading or unloading of stock by road freight crews in accordance with the provision of Article 26 of the schedule applicable to Coast Lines except south of Ash Fork and east of Parker.
2. Road work train may be used to perform work train service partially inside and partially outside the switching limits if such service is performed exclusively on main line tracks or CTC controlled auxiliary tracks. Road work train crews may also make set out and pick up of cars on adjacent tracks within the switching limits in performance of such

work.

3. Doubling train over from one track to another account track used of insufficient capacity to accommodate train, cutting in or cutting out helper engines whether involving doubling over or otherwise, cutting train to clear crossover or crossings (railroad, vehicular or foot), or coupling up train at such crossover or crossing.
4. Set out bad order and/or no bill cars found in train at initial terminal after train is made up and no yard crew on duty to perform such work.

Picking up on outbound trip at Hobart (Los Angeles Yard) and Pre-Cooler (San Bernardino Yard); setting out on inbound trip at Hobart (Los Angeles Yard), Pre-Cooler (San Bernardino Yard), livestock at Kern Junction (Bakersfield Yard) and Cudahy Plant (San Diego Yard); provided cars picked up are moved to destinations outside of yard limits by the train picking them up, and cars set out have been moved into yard limits in the train setting them out.

When work covered by this Item 4 is performed by road freight crews, they will be paid for actual time consumed on minute basis, with a minimum allowance of thirty minutes at pro rata road rate in addition to road trip; provided that when overtime accrues on the trip, computed on basis of total time on duty including time devoted to such work, the crew will be paid either under the basic day and overtime rules of the respective schedules or under this agreement,

(See Next Page)

Whichever produces the greater compensation, but will not be paid both switching and overtime. This payment is applicable to road crews when yard engines make the setout and/or pickup at Hobart.

1. Set-outs and/or pick-ups at Intermediate stations as provided for Item D-2 hereof.

Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc.: two straight pick ups at another location in the initial terminal (in addition to picking up train) and two straight set outs at another location in the final terminal (in addition to yarding the train); two straight pick ups and/or set outs at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled to the operating unit (units); pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train. (Article X, National Agreement, August 25, 1978)

(As Amended by Article VIII, 1985 National Contract)

**ARTICLE VIII
- ROAD, YARD AND INCIDENTAL WORK**

Section 1(a) - Road Crews

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

- (a) Get or leave their train at any location within the initial and final terminals and handle their own switches. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for that assignment and such point is not within reasonable walking distance of the on and off duty point, transportation will be provided.
- (b) Make up two straight pick-ups at other location(s) in the initial terminal in addition to picking up the train and up to two straight set-outs at other location(s) in the final terminal in addition to yarding the train and, in connection therewith spot, pull, couple, or uncouple cars set out or picked up by them and reset any cars disturbed.
(See 1992 Crew Consist Article IV (Road/Yard))
- (d) Perform switching within switching limits at times no yard crew is on duty. On carriers on which the provision of Section 1 of Article V of the June 25, 1964 Agreement are applicable, time consumed in switching under this provision shall continue to be counted as switching time. Switching allowances, where applicable, under Article V, Section 7 of the June 25, 1964. Agreement or under individual railroad agreements, payable to road crews, shall continue with respect to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and such allowances are not subject to general or other wage increases.
- (e) At locations outside of switching limits there shall be no restrictions on holding onto cars in making set-outs or pick-ups, including coupling or shoving cars disturbed in making set-outs or pick-ups.

Section 3(a) - Incidental Work

(a) Road and yard employees in ground service and qualified engine service employees may perform the following items of work in connection with their own assignments without additional compensation:

1. Handle switches.
2. Move, turn and spot locomotive and cabooses.
3. Supply locomotive and cabooses except for heavy equipment and supplies generally placed on locomotives and cabooses by employees of other crafts.

4. Inspect cars.
5. Start or shutdown locomotives.
6. Bleed cars to be handled.
7. Make walking and rear-end air tests.
8. Prepare reports while under pay.
9. Use communication devices; copy and handle train order, clearances and/or other messages.
10. Any duties formerly performed by firemen.

(b) Road and yard employees in engine service and qualified ground service employees may perform the following items of work in connection with their own assignments without additional compensation:

1. Handle switches.
2. Move, turn, spot and fuel locomotives.
3. Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts.
4. Inspect locomotives.
5. Start or shutdown locomotives.
6. Make head-end air tests.
7. Prepare reports while under pay.
8. Use communication devices; copy and handle train orders, clearances and/or other messages.
9. Any duties formerly performed by firemen.

Section 4 - Construction of Article

Nothing in this Article is intended to restrict any of the existing rights of a carrier.

This Article shall become effective November 1, 1985 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employees representatives on or before such date.

B. Road freight crews may be required to perform switching at initial terminal stations, where yard crews are employed but not on actual minute basis in addition to the road trip, at the pro rata road rate, switching time to be computed from the time conductors and trainmen are required to report for duty until switching is completed and train coupled together on the designated make up track; provided that when overtime accrues on the trip, computed on basis of total time on duty including time devoted to switching, the crew will be paid under the basic day and overtime rules of the respective schedules or under this agreement, whichever produces the greater compensation, but will not be paid both switching and overtime.

(See Note on following Page)

NOTE: If freight train is made up by a yard or other crew and it is necessary for the outbound road crew to set out a car or cars for any reason, when yardmen are not on duty, the road freight crew performing such work will be paid on the actual minute basis for all time consumed, with a minimum allowance of 30 minutes, time to be computed, from the time such switching begins until train is finally coupled together; except when such car or cars are taken to rip track, in which event payment will be made for such switching from the time the crews reports for duty until train is finally coupled together.

C. Road freight crews may be required to perform switching at final terminal stations where yard crews are employed but not on duty, and for such service shall be paid for all time so consumed on the actual minute basis, in addition to road trip, at the pro rata road rate, switching time to be computed from time work begins and continues until it is completed, or crew is otherwise released; provided that when overtime accrues on the trip, computed on basis of total time on duty including time devoted to switching, the crew will be paid either under the basic day and overtime rules of the respective schedules or under this agreement, whichever produces the greater compensation, but will not be paid both switching and overtime.

D.(1) Road freight crews with terminals by assignment at intermediate stations where yard service is maintained, or road freight crews “cut out” or “tied up” in accordance with schedule rules at such stations, if required to perform switching service there it will be subject to the provisions of Items A, B, and C of this agreement.

(2) At intermediate stations where yard crew or crews are employed and are on duty, road freight crews other than those referred to in Item D(1) hereof may make two straight set-outs and/or two straight pick-up and will be allowed payment for the actual time so consumed, with a minimum allowance of thirty (30) minutes at pro rata road rates, in addition to road trip; provided that when overtime accrues on the trip, computed on under the basic day and overtime rules of the respective agreements or under this agreement, whichever produces the greater compensation, but will not be paid both switching and overtime.

(As Amended by Article VIII of 1985 National Contract)

ARTICLE VIII Section 1(c)

(c) In connection with straight pick-ups and/or set-outs within switching limits at intermediate points where yard crews are on duty, spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed in connection therewith.

(3) At intermediate stations where yard crew or crews are employed, but not on duty, road freight crews other than those referred to in item **D(1)** hereof may be required to make set-outs and/or pick-ups and perform station switching, and will be allowed payment on the actual minute basis for all time so consumed, with a minimum allowance of thirty (30) minutes at pro rata road rate in addition to road trip; provided that when overtime accrues on the trip, computed on basis of total time on duty, including time devoted to switching, the crew will be paid either under the basic day and overtime rules of the respective schedules or under this agreement, whichever produces the greater compensation, but will not be paid both switching and overtime.

E. It is agreed that where straight set-outs and/or pick-ups as covered in Items D(2) and D(3), or set-outs and/or pick-ups on out-lying tracks at terminals as covered by Item A(4) results in the conversion of a through freight train to a local freight train for pay purposes under Article 2(j) of the Schedule, or 2(e) of those Schedules applicable South of Ash Fork and East of Parker, allowance will be made for the time so consumed or local freight rates, whichever produces the greater compensation. If crew is entitled to local freight rates without counting pick-ups and set-outs as defined in Items D(2), D(3) and A(4), the payments provided by these Items will be allowed.

F. At points where yard schedule is in effect, as listed in Section One, (1) and yard service is maintained and there is a decrease in switching that would justify a reduction of a yard crew, or crews, at such points and the use of a road crew, or crews, to perform switching during the spread of hours of canceled yard assignment, or assignments, such substitution will be made only when, during the preceding five (5) consecutive days, there has not been three (3) or more hours switching each day (in the aggregate) between the hours of 6:30 a.m. and 4:00 p.m., or 2:30 p.m. and 12 Midnight or 10:30 p.m. and 8:00 a.m. Where one engine is assigned same will not be abolished unless there is less than four (4) hours switching in the aggregate in a 24 hour period. Carrier and organization representatives will make a joint check in determining the number of hours switching performed under these provisions.

NOTE: It is understood that nothing contained herein restricts the right of the carrier to cancel yard crew assignments, or reduce the number of days per week to the minimum (5 days per week) provided by the Yardmen's Schedule, but the substitution of road crew or crews in lieu thereof is permissible only as provided in above Item F.

Further understood that where service is performed by only one or two yard engines, such yard engines will perform all the service that is available or would become available within thirty (30) minutes from the assigned off-duty time for the yard engines, regardless of the fact that such handling may cause the yard crew to work overtime. This provision is made in order to reduce to the very minimum the amount of switching that may be required of road crews.

When a yard crew is "held-in" on any day covered by its regular assignment and a road crew, or crews, is required to perform switching, other than as provided in Item A of this

Agreement, during the hours of such "held-in" assignment, the yard crew whose assignment is "held-in" will be paid a minimum yard day and the road crew or crews performing such switching will also be paid a minimum day each at yard rates in addition to the road trip; actual time consumed in such switching to be deducted from the total time on duty of the road crew or crews.

At points where yard schedule is in effect, as listed in Section One (1), and less than continuous yard service is maintained, and the time consumed (in the aggregate) in switching by road crew or crews while yard crew is not on duty, amounts to three (3) hours in any eight (8) hour period for three (3) consecutive days yard engines manned by yard crews will be assigned as soon thereafter as this condition is determined and the necessary yardmen can be made available to perform such service. It is understood, however, in the application of this paragraph the carrier may rearrange the spread of hours of a yard crew or crews, in the manner prescribed in yardmen's schedule in order to reduce the time devoted to switching by road crews.

G. Road freight conductors and trainmen required to perform switching, as provided for in this agreement, shall consist of not less than one conductor and one brakemen. In case the road crew that performs the switching consists of a conductor and two regularly assigned brakemen such crew must be used as a unit.

H.(1) Road passenger crews will not be required to perform switching or to set out and/or pick up car or cars, at stations where yard crews are employed and on duty, except as follows:

(a) Switching may be performed in emergency which is defined to mean (1) personal injury, (2) fire, (3) wreck, and/or (4) where Company property is in jeopardy, which necessitates prompt action and yard crew is not immediately available, in which event payment will be allowed as per paragraph 2 hereof.

(b) Road passenger crews may turn train on wye and back to station prior to unloading passengers, and in departing from stations after loading passengers may back around wye, and such moves are not considered switching, but when made the additional mileage will be added to the road trip. Fractions less than one-half mile will not be counted and fraction one-half mile and less than one mile will be counted as one mile.

(c) If switching other than as referred to above is required of an road crew when a yard crew is on duty, they will be paid a minimum day at yard rates, separate and apart from the road mileage, and available off duty extra yardmen constituting crew, i.e., a foreman and one helper, will be paid one minimum yard day each; if less than a crew of two yard men available, the individual that is available will be paid a minimum yard day. Actual time consumed in switching by road crew shall be deducted from time of road trip.

(2) Passenger crews required to perform switching or picking up and/or setting out cars, in connection with their own train at terminals or intermediate stations where yard crews are employed but not on duty, shall be paid for all time so consumed on actual minute basis from time work begins until completed and train coupled together, at one-eighth (1/8th) of the daily passenger rate with a minimum allowance of one (1) hour at passenger rate in addition to and independent of earnings of road trip. This allowance will not be used to make up guarantee.

THIS AGREEMENT signed at Los Angeles, California this 27th day of June, 1956, and shall become effective July 1, 1956, and shall be considered a separate agreement between the Railway company and its employees represented by each of the Organizations signatory hereto, shall become a part of the schedules affected and shall continue in effect subject to the right of any of the parties signatory hereto to serve thirty (30) days written notice of intention to change in accordance with the provisions of the Railway Labor Act as amended.

APPENDIX “B”

POOLING CABOOSES

Following provisions contained in National Agreement, dated May 25, 1951, between Eastern Western and Southeastern Carriers’ Conference Committees, and United Transportation Union.

(a) The employees affected by this rule and the carrier represented by the Eastern, Western and Southeastern Carriers’ Committees, being desirous of cooperating in situations where train service can be improved and trains expedited by the pooling of cabooses, adopt the following:

(b) Where an individual carrier not now having the right of pooling cabooses considers it advisable to establish such pooling, appropriate committee or committees representing the employees involved and proper representatives of the carrier will conduct negotiations relating thereto.

(c) A reasonable and practical approach to the problems herein referred to, namely—the pooling of cabooses—requires that the carriers and the employees definitely recognize each other’s fundamental rights, and where necessary, reasonable and fair arrangements should be made in the interest of both parties.

It is further agreed that :

(1) Whenever the carrier desires so to pool its cabooses, it shall give notice to the General Chairman of such intention, specifying the territory and service involved, whereupon the carrier and employee representatives shall, within 30 days, endeavor to agree upon any facilities that should be furnished to provide accommodations substantially equivalent to those formerly available on the cabooses and used by the employees and on appropriate arrangements for supplying and servicing such pooled cabooses.

(2) In the event the carrier and such representatives cannot so agree on the matter, any party involved may invoke the services of the National Mediation Board.

(3) If mediation fails, the parties agree that the dispute shall be submitted to arbitration under the Railway Labor Act, as amended. The decision of the Arbitration Board shall be final and binding upon both parties.

(d) This rule shall become effective August 1, 1951, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before July 1, 1951.

APPENDIX “C”

UNION SHOP AGREEMENT

This Agreement, made at Los Angeles, California, this 24th day of March, 1965, by and between the Atchison, Topeka and Santa Fe Railway Company, Coast Lines, hereinafter referred to as the Carrier, and its Trainmen and Yardmen represented by the United Transportation Union, hereinafter referred to as the Organization, witnesseth:

IT IS AGREED

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the Rules and Working Conditions Agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Organization, party to this Agreement representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this Agreement, and thereafter shall maintain membership in such Organization, except that such membership shall not be required of any individual until he has performed compensated service on thirty (30) days within a period of twelve (12) consecutive calendar months. Nothing in this Agreement shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreements.

Section 2.

The requirements of membership provided for in Section 1 of this Agreement shall be satisfied if any employee shall hold or acquire membership in any one of the labor organizations national in scope organized in accordance with the Railway Labor Act and admitting to membership employees of a craft or class in train, year, engine or hostling service that is, in any of the services or capacities covered in Section 3, First, (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board, provided, however, that nothing contained in this Agreement shall prevent any employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of the services above specified.

Section 3.

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty (30) days or more are (1) furloughed on account of forced reduction, or (2) on leave of absence or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty (30) calendar days or more,

irrespective of the number of days actually worked during that period, they shall, as a condition of the continued employment subject to such agreements, be required within thirty-five (35) calendar days from date of their return to such service to comply with the provisions of Section 1 and 2 of this Agreement.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the Federal Government or a State Government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this Agreement but such employee shall, upon resumption of employment, be considered as new employees for the purposes of applying this Agreement.

(c) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft, and who, for reasons other than those specified in Subsections (a) and (b) of this Section, are not in service covered by such agreements or leave such service, will not be required to maintain membership as provided in Section 1 and 2 of this Agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements they shall, as a condition of their continued employment, be required, from the date of return to such service to take membership in one of the organizations specified in Section 1 and 2 of this Agreement.

Section 4.

Nothing in this Agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to render the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining members. For purposes of this Agreement, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time.

Section 5.

(a) Each employee covered by the provisions of this Agreement shall be considered by the Carrier to have met the requirements of the Agreement unless and until the Carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing by Registered or certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who the Organization therefor claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreements. The form of notice to be used shall be agreed upon by the Carrier and the Organization, and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice the Carrier will within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified mail, Return Receipt Requested, or by personal delivery evidenced by receipt Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of his Agreement shall, within a period of ten (10) calendar days from the date of receipt of such notice, requested the Carrier in writing by Registered or Certified mail, Return receipt Requested, or by

personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Registered or Certified mail, Return receipt Requested, or by personal delivery evidenced by receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreements not later than thirty (30) calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of evidence produced at the hearing whether or not the employee has complied with the terms of this Agreement and shall render a decision within twenty (20) calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty (20) calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Organization it may be appealed in writing by Registered or Certified mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this Agreement. Such appeals must be decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty (20) calendar days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

(c) If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this Agreement the Organization or the

employees involved requests such highest officer in writing by Registered or Certified mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this Agreement or his designated representative, the General Chairman of the Organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the chairman of the national Mediation Board in writing to appoint such neutral. The Carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties as to the matters decided within the limitations of paragraph (i) of this section. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal share by the Carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employee.

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

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

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

(g) The General Chairman of the Organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this Agreement. The Carrier shall notify the General Chairman of the Organization in writing of title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Agreement.

(h) In computing the time periods specified in this Agreement, the date on which a notice is received or decision rendered shall be counted.

(i) Decision made pursuant to this section shall be confined to determination of the fact of compliance or noncompliance by the employee with the terms of this Agreement but do not apply at any questions of law arising out of or in connection with the legally permissible limits of this Agreement under applicable law.

Section 6.

Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of Sixty (60) calendar days from date of the last decision rendered under the provisions of Section 5, of ninety (90) calendar days from the date of receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The above period may be extended by agreement between the Carrier and the Organization.

Section 7.

An employee whose seniority and employment under the Rules and Working Conditions Agreements is terminated pursuant to the provisions of this Agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

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

Section 8.

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

Section 9.

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

Section 10.

This Agreement shall become effective on May 1, 1965 and is in full and final settlement of Section 6 Notice served upon the Carrier by the Organization on September 8, 1964. It shall be construed as a separate agreement by and on behalf of the Carrier and those employees thereof represented by the Organization signatory hereto. This Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

(Signatures not reproduced)

MEMORANDUM AGREEMENT

It is agreed that in the application of the Union Shop Agreement signed this date at Los Angeles, California, any employee of the company signatory hereto who, on the date on which compliance with the Union Shop Agreement is required, is not a member of the union representing his craft or class, or any new employee entering the service of the company signatory hereto after the effective date of this agreement, if he would otherwise be required to be a member of a union under the Union shop Agreement, will be deemed to have met the requirements of the Union Shop Agreement executed this date provided he pays to the union representing his craft of class the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required of all members of such union within the time limits provided for in the Union Shop Agreement.

APPENDIX "D"

DEDUCTION AGREEMENT

This Agreement made at Chicago, Illinois, this 31st day of January, 1985, by and between the Atchison, Topeka and Santa Fe Railway Company, hereinafter referred to as the Company, and their employees represented by the United Transportation Union, hereinafter referred to as the Organization.

IT IS AGREED:

Section 1.

(a) Subject to the conditions hereinafter set forth, the Company will deduct all sums for initiation fees, periodic dues, assessments, and insurance premiums (not including fines and penalties) payable to the Organization by members of the Organization, employed by the Company, from wages earned in any services, upon the written and un-revoked authorization of a member, in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" and made a part hereof.

(b) The signed authorization may, in accordance with its terms, only be revoked by executing the revocation form specified herein within:

(1) The fifteen (15) day period immediately following the first anniversary of the effective date of this agreement; or

(2) Thereafter in any year within the fifteen (15) day period immediately following the anniversary date of this agreement.

Revocation of the authorization shall be in the form agreed upon by the parties, copy of which is identified as Attachment "B" and made a part hereof.

(c) Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished to its members by the Organization, without cost to the Company. The Organization shall assume full responsibility for procuring the execution of the authorization forms by the members and for delivering such authorizations to the Company. In like manner, the revocation of an authorization shall be furnished by the member to the Organization, which shall be solely responsible for its delivery to the Company, as set forth in Section 2 hereof.

Section 2.

Deductions, as provided herein, shall be made by the Company in accordance with uniform

certified deduction lists furnished to the Division Superintendent in duplicate by the Treasurer of the Local Lodge of which the employee is a member. Such lists, together with authorization and revocation of authorization forms, shall be furnished to the Division superintendent on or before the tenth (10th) day of each month in which the deduction or termination of deduction is to become effective, as hereinafter provided. The original lists furnished shall show the member's name, the member's social security number, and the amount to be deducted, in the form approved by the Company. Thereafter, two lists shall be furnished each month by the Treasurer of the Local Lodge to the Division Superintendent, as follows:

(a) A list showing any changes in the amounts to be deducted from the wages of members with respect to whom deductions are already being made. Such list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted; also the names of members from whose wages no further deductions are to be made, which shall be accompanied by revocation of authorization forms signed by each member so listed. Where no changes are to be made, the list shall so state.

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

Section 3.

Deductions, as provided for herein, will be made monthly by the Company from wages due members for the second period in each calendar month; and the company will, subject to the provisions of Section 4 hereof, remit to the Organization the total amount of such deductions, less sums withheld in accordance with Section 5, on or before the twenty-fifth (25th) day of the month following the month in which such deductions are made. With such remittance the Company will furnish to the Treasurer of the Local Lodge a statement showing members from whom deductions were made and amount of deductions.

Section 4.

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

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

Federal, State, and Municipal taxes and other deductions required by law, including garnishments and attachments. Amounts due the Company.

Hospital Association contributions.

Prior valid assignment and deductions.

(c) In cases where no deduction is made from the wages of a member due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the member for any subsequent payroll period.

Section 5. (No longer applicable).

Section 6.

Responsibility of the Company under this agreement shall be limited to remitting the amounts actually deducted from wages of members, pursuant to this agreement, and the Company shall not be responsible, financially or otherwise, for failure to make deductions or for making improper or inaccurate deductions. Any questions arising as to the correctness of the amount deducted shall be handled between the member involved and the Organization.

Section 7.

The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this agreement.

Section 8.

(a) In the event of any change in the representation of any craft or class of employees presently represented by the Organization party hereto, this Agreement shall be automatically terminated as to such craft or class of employees as of the date official notification is received from the National Mediation Board of such change in representation as to such craft or class of employees.

(b) This agreement shall become effective March 1st, 1958, and, except as provided in section 8(a), shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

(Signatures not reproduced)

DEDUCTION AUTHORIZATION

I hereby assign to the UNITED TRANSPORTATION UNION that part of my wages necessary to pay my initiation fees, periodic dues, assessments, and insurance premiums (not including fines and penalties) as reported to The Atchison, Topeka and Santa Fe Railway Company, Gulf Colorado and Treasurer of my Local Lodge in monthly statements, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Company effective March 1st, 1958, and I hereby authorize the Company to deduct from my wages all such sums and to pay them over to the Treasurer of my Local Lodge.

This authorization may be revoked by the undersigned in writing, in the manner provided

for in Section 1(b) of the Deduction Agreement.

NAME

(Last) (First) (Middle Initial)

Employee's Social Security Account No.

HOME ADDRESS

Street and Number

City and Town

Division

Occupation

_____ 19_____
Date

Signature

Lodge No.

**DEDUCTION AUTHORIZATION
REVOCATION**

Effective _____

I hereby revoke the Deduction Authorization now in effect, assigning to the United Transportation Union that part of my wages necessary to pay my initiation fees, periodic dues, assessments and insurance premiums (not including fines and penalties) now being withheld pursuant to the Deduction Agreement between the Organization and the Company effective March 1st, 1958.

NAME

(Last) (First) (Middle Initial)

Employee's Social Security Account No.

HOME ADDRESS

Street and Number

City and Town

Division

Occupation

_____ 19 _____
Date

Signature

Lodge No.

APPENDIX "E"

AGREEMENT
between
RAILWAY COMPANY
-COAST LINES-
SOUTHERN PACIFIC COMPANY-
PACIFIC LINES
UNION PACIFIC RAILROAD COMPANY
(Territory Los Angeles - Salt Lake City)
and their employee represented by the
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS
UNITED TRANSPORTATION UNION-
Enginemen
UNITED TRANSPORTATION UNION-
Conductor and Trainmen

IT IS AGREED:

1. Effective June 1, 1964 the Carriers, parties to this agreement, shall make arrangements with the Los Angeles Union Passenger Terminal to provide automobile parking space on the premises of the Los Angeles Union Passenger Terminal for road service employees represented by the organization signatory hereto, who report for duty and go off duty at the Los Angeles Union Passenger Terminal incident to the handling of passenger train of the Carriers, parties hereto, in accordance with and subject to the following conditions:

A. Each employee for whom an automobile parking space is provided shall pay to the person or company designated by the Carriers the customary rental fee charged the general public, provided that such rental fee shall not exceed fifty cents (50 cents) for each 24 hours (commencing at time parking lot is entered) and provided, employees may obtain parking space under the alternative agreement set forth in Paragraph B.

B. The Los Angeles Union Passenger Terminal shall, upon application from an employee covered by this agreement, provide automobile parking space at a monthly rental fee of seven dollars and fifty cents (\$7.50) per calendar month.

2. Nothing herein contained shall affect present parking arrangement with respect to yard service personnel employed at LAUPT represented by organization signatory hereto.

3. Our willingness to enter into this agreement is predicated solely on the peculiar situation at LAUPT. This agreement may be reopened upon thirty (30) days' written notice served by the Carriers, parties hereto, upon the employees represented by the organizations, parties hereto, or vice versa, in the event of a material change in the condition in effect as of the date this agreement is made.

*Dated at Los Angeles, California, this 20th day of April 1964
(Signatures not reproduced)*

APPENDIX "F"

NATIONAL MEDIATION AGREEMENT

Case No. A-8830

January 27, 1972

(Article I through III deleted)

APPENDIX "F"

ARTICLE IV - HOLIDAYS

(See Article 12)

APPENDIX "F"

ARTICLE V - JURY DUTY

(See Article 30)

APPENDIX "F"

ARTICLE VI - SWITCHING LIMITS

Existing agreements are amended to read as follows:

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

Section 1.

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

In the event the carrier and the General Chairman or General Chairmen cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven (7) days' notice by the carrier.

Section 2.

Where, after the effective dates of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide

switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track or tracks serving such industries are located at a point not to exceed four (4) miles from the switching limits in effect as of the date of this Agreement. Other industries located between such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

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

Section 3.

This Agreement shall in no way affect the changing of yard or SWITCHING LIMITS AT POINTS WHERE NO YARD CREWS ARE EMPLOYED.

Section 4.

The foregoing is not intended to amend or change existing agreements involving predominately full-time switching service performed solely by road crews at industrial parks located with the 4-mile limit referred to in Section 2 hereof that have negotiated on individual properties since the National Agreements of 1951 and 1952.

(See Next Page)

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

(As amended by 1985 National Contract see Below)

APPENDIX ‘F’

ARTICLE VII - INTERCHANGE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

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

Section 6.

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

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

1985 ARTICLE VII

Section 2(a) - Yard Crews

Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:

- (a) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from location up to 25 miles outside of switching limits.

- (b) Complete the cork that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

(See Next Page)

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

(c) Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.

(d) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of August 25, 1978, except by mutual agreement.

(e) Yard crews may perform hostling work without additional payment or penalty.

ARTICLE VIII - USE OF COMMUNICATION SYSTEMS

Section 1.

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

Section 2.

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

Section 3.

Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three (3) pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

Section 4.

The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three (3) pounds.

Section 5.

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

Section 6.

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

ARTICLE IX - ROAD-YARD MOVEMENTS

(Deleted. See Article X of August 25, 1978 Agreement [Appendix "g"])

ARTICLE X - COMBINING ROAD AND YARD SENIORITY

Seniority rosters of trainmen and yardmen shall be combined on a topped and bottomed basis. Where two or more existing yard seniority rosters are to be combined with an existing road seniority roster such yard rosters will be dove-tailed with yardmen maintaining prior rights in their respective yards prior to being topped and bottomed with the road roster. All men on the combined seniority rosters shall have rights to both road and yard assignments. Existing road service men shall have prior rights to road assignments and existing yard service men shall have prior rights to yard service assignments.

All employees hired after the date of the combination of the seniority rosters shall establish joint road and yard seniority.

ARTICLE XI - EXPENSES AWAY FROM HOME

(See Article 15)

ARTICLE XIII - INTERDIVISIONAL SERVICE

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

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

Section 1.

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

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

(b) A meeting will be held within ten (10) days of the date of the letter of intent, attended by representatives of the Railway Company and the General Committee or Committees, and a "Task Force" will be appointed for the purpose of meeting and discussing the details of operation of the runs specified if possible. The Railway Company and the General Chairman or General Chairmen

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

(c) During a period of 30 days following the date of the letter of intent the Task Force will discuss the details of operations and working conditions of the proposed runs but if the parties are unable to agree, at the end of the 30 day period the run or runs will be operated on a trial basis until completion of the procedures referred to in paragraphs (e) and (f).

(d) Subsequent to the 30-day period in which the operation is discussed by the Task Force, the assignments will be placed in effect and operated by the carrier on the basis of working conditions referred to in Section 3 for a test period of 60 days.

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

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

Section 2.

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

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

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

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

(b) Upon establishment of the rule provided for in paragraph (a) above the carrier may serve

a letter of intent on each affected General Chairman of its intention to establish such runs. The carrier may have no more than 2 letters of intent pending concurrently and each letter of intent may involve no more than 3 proposed operations. Within ten (10) days of the date of the letter of intent provided for herein the authorized representatives of the carrier and the organization will appoint a Task Force to discuss and agree upon the details of operation and working conditions of the proposed run or runs, but if the parties are unable to agree within 30 days of the date of the letter of intent, the matter will be

(See Next Page)

submitted to arbitration for final and binding decision in accordance with the Railway Labor Act. The decision of the Arbitration Board will be made within 60 days of each letter of intent provided for herein.

Section 3.

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

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

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

(c) Crews will be allowed a \$2.00 meal allowance after 4 hours at the away-from-home terminal and another \$2.00 allowance after being held an additional 8 hours.

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

Section 4.

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

Section 5.

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

This Article shall become effective 15 days after the date of this Agreement except on such

carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

ARTICLE XIII - PROTECTION OF EMPLOYEES

The scope and purpose of this Article XIII are to provide, to the extent specified herein, for fair and equitable arrangements to protect the interests of certain of the carriers' employees represented by the United Transportation Union who are adversely affected by the application of Article VII-Interchange, Article IX-Road-Yard Movement, and Article XII-Interdivisional Service of this Agreement; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Article.

Section 1. Definitions

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

(a) "*Implementation*" means the application and implementation of the provisions of Article VII-Interchange, Article IX-Road-Yard Movements, or Article XII-Interdivisional Service of this Agreement.

(b) "*Displaced Employee*" means a carrier employee represented by the UTU who as a result of an Implementation is placed in a worse position with respect to his compensation.

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

(d) "*Protective Period*" for employees covered by Section 2(a) of this Article means that period of time during which a Displaced or Dismissed Employee is to be provided protection hereunder. The Protective Period for such employee shall extend from the date he is displaced or dismissed for a period of time equal to the length of time which such employee has seniority in the craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employee's 65th birthday. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier elects to remain in the carrier's service after the first day of the month following the month he attains age 65, he will no longer receive any of the protective benefits of this Article XIII and the carrier may terminate on the same seniority district the protective benefits then being provided the junior Dismissed or Displaced Employee receiving protection under this Article on such seniority district on a one-for-one basis.

(e) "*Protective Period*" for employees covered by Section 2(b) of this Article means the six-year (6) period of time from the date such employee is dismissed but not to exceed the length of time which such employee has seniority in the craft or class at the time

he is dismissed. Where an employee holds seniority as a conductor and brakeman or yardman or as

an engineer and fireman, the earliest seniority date shall govern.

Section 2. Coverage

(a) subject to the other provisions of this Article, the protective benefits of Sections 3, 4, 5, and 6 of this Article XIII apply to:

(1) Employees adversely affected directly or indirectly by an Implementation of Article XII-Interdivisional Service.

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

(3) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Section 1 of Article VII-Interchange.

(4) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under Section 1 of Article VII-Interchange.

(b) Subject to the other provisions of this Article, the protective benefits provided in Section 4 and 5 of this Article XIII will be accorded to any employee of the carrier adversely affected by Article VII-Interchange, other than those covered by subparagraphs (2) and (3) of Section 2(a) of this Article XIII, or Article IX-Road-Yard Movements.

(c) The protective provisions of this Section as applied to Terminal Company employees will include, in addition to the above, the exercise of seniority and acceptance of employment on the involved line-haul carriers, engine service, employees being required to accept engine service employment and ground service employees being required to accept ground service employment. The involved line-haul carriers will make appropriate arrangements in connection with subparagraph (a)(4) of this Section and the foregoing.

Section 3. Displacement Allowance

(a) So long during his Protective Period after a Displaced Employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was

displaced.

(b) Each Displaced Employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed service immediately preceding the date of his displacement as a result of the Implementation (thereby producing average monthly compensation and average monthly time paid for in test period). Both the above "total compensation" "and the total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

(c) If a Displaced Employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(d) If a Displaced Employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the Schedule Agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(e) The displacement allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement or dismissal for justifiable cause.

Section 4. Dismissal Allowances

(a) A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing through his protective period, equivalent to one-twelfth (1/12th) of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which have occurred during the specified twelve month period and Public Law 91-169, amending the Hours of Service Act of 1907, been in effect through such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Dismissed Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months to which he performed service.

(b) The dismissal allowance of any Dismissed Employee who returns to service with the carrier shall cease while he is so re-employed. During the time of such re-employment, he shall be entitled to protection in accordance with the provisions of Section 3.

(c) The dismissal allowance of any Dismissed Employee shall be reduced to the extent that his combined monthly earnings in other employment, any benefits received under any employment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the carrier shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with the carrier, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the carrier from which he was dismissed after being notified.

Section 5. Separation Allowance

A Dismissed Employee entitled to protection under this Article, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Article) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1963.

Section 6. Fringe Benefits

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

Section 7. Seasonal Fluctuations and Declines in Business

(a) In the event a decline in a carrier's business measured by the net revenue ton-miles in any 30-day period compared with the net revenue ton-miles for the corresponding period in the preceding calendar year, the number of employees who are receiving dismissal or displacement allowances may be reduced at any time during the said payroll period to the extent of one (1) percent for each one (1) percent decline. Such reductions in protected employees shall be made in inverse seniority order. Upon restoration of the carrier's volume of net revenue ton-miles employees must be returned to their protective status to the extent of one (1) percent for each one (1) percent rise in

net revenue ton-miles. In the case of Terminal Companies, the decline in business shall be measured by the total number of loaded and empty cars received from and delivered to connecting carriers, including the number of loaded and empty cars handled in solid interchange trains, in any 30-day period compared with the volume of such interchange in the corresponding period in the preceding calendar year.

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

(c) In the event that a Displaced Employee is deprived of employment with the carrier as the result of a seasonal fluctuation or a decline in business, his dismissal allowance shall be the amount which was being paid him as his displacement allowance. An employee other than a Displaced Employee who is deprived of employment as the result of an seasonal fluctuation or a decline in business shall not be paid any protective benefits under this Article XIII.

Section 8. Arbitration of Disputes

(a) In the event the carrier and the UTU are unable to settle any dispute or controversy with respect to the interpretation, application or enforcement of any provisions of this Article within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party to the

(See Next Page)

other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the UTU or the highest officer designated by the carrier, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect s though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days, endeavor to agree upon a method by which a neutral member shall be appointed, and failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

(b) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(c) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employee was adversely affected by an Implementation, it shall be his obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employee was so adversely affected by an Implementation, it shall then be the Railroad's burden to disprove those facts or approve that other factors affected the employee.

Section 9.

Any Displaced Employee required to change his residence because of the Implementation of Article XII-Interdivisional Service shall receive the benefits contained in Section 10 and 11 of the Washington Job Protection Agreement except that he will be allowed 5 working days instead of "Two working days" as provided in Section 10 of said Agreement, and in addition to such benefits shall receive a transfer allowance of \$400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11(d) of said Agreement. Change of residence shall not be considered "required" if the reporting point at which the employee is changed is not more than 30 miles from his former reporting point.

Section 10.

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

1985 ARTICLE IX - INTERDIVISIONAL SERVICE

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

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

Section 1 - Notice

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

An individual carrier seeking to establish interdivisional service shall give at least twenty (20) days' written notice to the organization of its desire to establish service, specify the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

Section 2(a) - Conditions

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

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

(a) Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.

(b) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of the date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

(c) When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crew.

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

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

(e) In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip.

(f) The foregoing provisions (a) through (e) do not preclude the parties from negotiating on other terms and conditions of work.

Section 3 - Procedures

Upon the serving of a notice under Section 1, the parties will discuss the details of operation and working conditions of the proposed runs during a period of 20 days following the date of the notice. If they are unable to agree, at the 2-day period, with respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures referred to in Section 4. This trial basis operation will not be applicable to runs which operate through home terminals.

Section 4 - Arbitration

(a) In the event the carrier and the organization cannot agree on the matters provided for in Section 1 and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 30 days after arbitration is requested by the carrier. The arbitration board shall be governed by the general and specific guidelines set forth in Section 2 above.

(b) The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the carrier to establish interdivisional service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the carrier if any when such interdivisional service is established in that territory. Provided further, however, if carrier elects not to put the award into effect, carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of the organization party to said arbitration.

Section 5 - Existing Interdivisional Service

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

Section 6 - Construction of Article

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

Section 7 - Protection

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

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

APPENDIX "G"

NATIONAL MEDIATION AGREEMENT

Case No. A-10222
August 25, 1978
(Article I & II deleted)

ARTICLE III - VACATIONS (See Article 50)

ARTICLE IV - HEALTH AND WELFARE BENEFITS: EARLY RETIREMENT
MAJOR MEDICAL EXPENSE BENEFITS: AND DENTAL BENEFITS

PART A. HEALTH AND WELFARE BENEFITS

Section 1. Continuation of Plan

The benefits now provided under the Railroad Employees National Health and Welfare Plan, modified as provided in Sections 2 and 3 below, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in special Account A or in one or more special accounts or funds be maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust. Detailed contract language specifying the new benefits and the changes in existing benefit and eligibility provisions is to be worked out by the Joint Policyholder Committee with the insurer.

Section 2 Benefit Changes

The following benefit changes will be made effective as of January 1, 1979:

a. Alcoholism Treatment. For treatment of alcoholism of an employee which has been diagnosed as such by the employee's attending physician, as a result of which the employee is confined at the approved treatment center which provided medical and therapeutic treatment for alcoholism under a program approved by both the attending physician and the insurer, or an in-patient basis requiring full-time participation by the patient, and certain evaluation, diagnostic and counseling services: a benefit will be provided to cover charges by the treatment center for room and board, care and treatment, exclusive of custodial care, up to \$50 per day for not more than 31 days per calendar year with a lifetime maximum of \$3,000.

b. Ambulatory Surgical Centers. Charges incurred by an employee or dependent for services rendered and supplies furnished by an approved ambulatory surgical center within the time limits and for the purposes specified in the out-patient expense provisions of the plan shall be treated as if they were hospital out-patient expenses.

c. Second Surgical Opinion. A benefit will be provided to pay reasonable charges incurred by an employee or dependent for consultations (including the reasonable charges for laboratory and X-ray examinations and other diagnostic procedures in connection therewith) with one or more qualified specialist surgeons for additional opinions as to the medical necessity for the performance of a recommended surgical procedure for which benefits are payable under the surgical expense benefit provisions of the Plan, provided the consultant surgeon examines the patient and furnishes the insurer either copy of his written report to the patient or a written report setting forth his opinion.

d. Pre-Admission Testing. Charges incurred by an employee or dependent in connection with pre-admission testing ordered by a physician will be covered as hospital in-patient expenses

provided such tests are related to the performance of scheduled surgery in connection with a confirmed hospital admission, an

(i) the person involved is subsequently admitted to the hospital as a resident in-patient unless the scheduled confinement is canceled or postponed because of the unavailability of a bed or change in his condition which precludes surgery or

(ii) the surgery is performed in an out-patient facility (which may be an ambulatory surgical center) unless there is a change in the patient's condition which precludes surgery.

e. Surgical Expense Benefit. The maximum basic benefit for a surgical procedure will be increased from \$650 to \$1,000; the maximum allowance for administration of anesthetics will be increased from \$162.50 to \$250; and the \$650 E Surgical Schedule will be replaced by a \$1,000 E Surgical Schedule.

f. Hospital Miscellaneous Benefit. The provisions for reimbursement for hospital charges for medical care and treatment (other than charges for room and board, nurses', and physicians' and surgeons' fees), and the excess of charges for intensive care in an intensive care unit over the amount payable otherwise shall be increased from "not more than \$1,000 plus 80% of the excess over \$1,000," to "not more than \$2,000 plus 80% of the excess over \$2,000."

g. OUT - Patient expense Benefit and Supplemental Out Patient Medical Expense Benefit. The provision for reimbursement for hospital out-patient expenses, and the supplemental out-patient medical expense provisions, covering certain emergency medical care and treatment on account of accidental bodily injuries and additional subsequent medical care and treatment in connection with such emergency care, and medical care and treatment in connection with surgical operations, will be increased to provide for reimbursement for such expenses in full on a reasonable and customary basis (*an increase from the maximum of \$100 plus 80% of the excess over \$100*).

h. Ambulance Benefit. Necessary ambulance charges for transportation to and from hospital for an employee or dependent who is confined as a hospital in-patient, or who receives out-patient care of a nature referred to in **g.** above in a hospital, will be provided in full on a reasonable and customary basis (*an increase from the maximum of \$25 for such benefit*).

i. Physician's Fee Benefit

(i) The maximum amount payable on behalf of an employee or dependent for physician charges for visits while the employee or dependent is confined as a hospital in-patient will be increased from \$6.00 to \$10.00 per day of such confinement and the maximum so payable during any one period of hospital confinement will be increased from \$2,190 to \$3,650.

(ii) The maximum amount payable for physicians' office visits

by an employee shall be increased from \$6.00 to \$10.00, and for home visits from \$7.50 to \$12.00, per visit limited as at present to one home or office visit per day and a maximum of 180 such visits in a 12-month period; no benefit payable for the first visit on account of injury or the first three visits on account of sickness.

j. Major Medical Expense Limit Benefit. A provision will be added to the major medical expense benefit section of the Plan to the effect that if in a calendar year a covered employee or dependent has incurred expense not otherwise reimbursed under the Plan which aggregate \$2,000 including

(i) the individual's cash deductible, and

(ii) the individual's 20% share of coinsurance under the hospital miscellaneous benefits and major medical expense benefit provisions, all further "covered expenses" of that individual in that calendar year which would otherwise come under the 80%/20% coinsurance provisions will instead be reimbursed under the major medical expense benefit provisions on a 100% basis. The four exclusions in the major medical expense benefit section will apply to this benefit.

k. Living Tissue Donor Benefit. Benefit will be provided for the living donor of an organ or tissue to an employee or dependent covered by the Railroad Employees National Health and Welfare Plan, with respect to the donation involved, on the same basis as if the donor were himself an employee covered by the Policy Contract to the extent such donor is not covered under any other health insurance program.

Section 3. Eligibility. The provision under which a new employee becomes a Qualifying Employee and may become insured and eligible for benefits, on the first day of the first calendar month starting after such employee has completed 30 continuous days during which he has maintained an employment relationship, will be changed to provide that a new employee (*employed on or after August 1, 1978*) will become a qualifying employee on the first day of the first calendar month starting after such employee has completed 60 continuous days during which he has maintained an employment relationship.

Section 4. Restructuring. The parties to this agreement will seek to work out with the insurer reasonable and practicable arrangements designed to decrease federal income taxes payable by the insurer in connection with the Plan, to decrease the insurer's reserves for its liabilities under the Plan, or otherwise to lessen the cost of maintaining the Plan without decreasing the benefits or services that the Plan provides.

PART B. EARLY RETIREMENT MAJOR MEDICAL EXPENSE BENEFIT

Section 1. Establishment and Effective Date. The railroads will establish an Early

Retirement Major Medical Benefit Plan to provide specified major medical expense benefits for certain retired or disabled railroad employees and their dependents, to become effective August 1, 1978 and to continue subject to the provisions of the Railroad Labor Act, as amended, according to the following provisions:

(a) Employee Eligible:

(i) Age. An employee who, on or after July 1, 1978, retires at or after 61 years of age under the 50/30 provisions of the Railroad Retirement Act of 1974, if immediately prior to the date he retired he was covered for employee or dependent health benefits under the Railroad National Health and Welfare Plan and had a current connection with the railroad industry.

(ii) Disability

(a) An employee of a non-hospital association railroad who on or after July 1, 1978 and at or after age 61 was receiving employee health benefits (*or still eligible for such benefits under the disability waiver provisions*) under the Railroad Employee National Health and Welfare Plan, and who meets the requirement of subparagraph (c) below.

(b) An employee of a hospital association railroad who would have met the requirements of subparagraph (a) above in full if he had been an employee of a non-hospital association railroad, and who meets the requirements of subparagraph (c) below.

(c) To be eligible as a disabled employee, an employee must, in addition to fulfilling the requirements of subparagraph (a) or subparagraph (b) above,

(1) solely because of his disability be prevented from working in his regular occupation;

(2) be entitled to an annuity by reason for disability under the Railroad Retirement Act of 1974; however, he need not have filed application for disability annuity under the Railroad Retirement Act if he is receiving sickness benefits under the Railroad Unemployment Insurance Act, but when he is no longer receiving such sickness benefits if he does not apply for such disability annuity his eligibility under the Plan will terminate;

(3) have a current connection with the railroad

industry on the date immediately prior to the date on which he became entitled to such disability annuity; and

(4) have had by his eligibility date a total period, consisting of his railroad service prior to the onset of such disability plus the period of such disability itself, totaling not less than 30 years.

(b) **Dependent Eligible:** Spouse and dependent children of eligible employees who are within definition of “dependent” in the Railroad Employees National Health and Welfare Plan.

(c) **Scope of Coverage:**

(i) Eligible employees of non-hospital association railroads, and, to the extent provided in Section 3, of hospital association railroads.

(ii) Dependents of eligible employees of either hospital association or non-hospital association railroads.

(d) **Duration of Coverage:**

(i) Coverage for all covered employees and dependents will begin when the employee becomes eligible under **paragraph a**, but not earlier than the effective date, and except that an employee’s dependent’s coverage will not begin earlier than such employee’s or dependent’s eligibility for benefits under The Railroad Employees national Health and Welfare Plan ceases.

(ii) Coverage for covered employees will terminate on the earlier of

-

(a) The date the employee becomes eligible for Medicare (even though his coverage may not yet have begun, e.g., if a disabled employee becomes eligible for Medicare before he becomes eligible under **paragraph a**), or

(b) The date the employee’s Railroad Retirement annuity terminates.

(iii) Coverage for all dependents of an employee will terminate of the earlier of -

(a) The date the employee’s coverage terminates for any cause other than (1) death or (2) eligibility for Medicare by reason of disability, or

(b) If the employee predeceases dependent(s), or becomes eligible for Medicare by reason of disability, the date the employee would have become eligible for Medicare by reason of age if he had not died.

(iv) Coverage for any dependent will terminate if such individual dependent, while covered, -

(a) becomes eligible for Medicare, or

(b) is no longer within the above-referred-to definition of dependent, or

(c) is the widow or widower of a covered employee and remarries.

NOTE: As used in this paragraph d. **Duration of Coverage**, “Medicare” means the full measure of benefits under the Health Insurance for the Aged and Disabled Program under Title XVIII of the Social Security Act, as amended and as it may be further amended, which are normally available to an individual at age 65 or on general disability. Benefits under the Plan will be so adjusted to avoid duplication between Plan benefits and any other Medicare benefits.

Plan:

(i) Elements:

(a) Deductible: \$100 per calendar year for each individual.

(b) Coinsurance proportion: 80/20, except 65/35 for out-of-hospital mental-nervous treatments.

(c) Lifetime benefit limit: \$50,000 fore each individual.

(ii) Benefits: Covered benefits will be benefits of the same categories as are covered major medical expense benefits under The Railroad Employees National health and Welfare Plan.

(iii) The same Coordination of Benefits provisions as in Group Policy Contract GA-2300 will be included.

Section 2. Administration

a. The railroads, which will be sole policyholder, will work out arrangements for the Plan to be administered and insurance thereunder to be provided by the same insurer as is handling those functions on The Railroad National Health and Welfare Plan.

b. The railroads will work out with the insurer detailed contract language setting forth the eligibility and benefit provisions.

c. The insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the organizations in the same detail and at the same time that it furnishes such data to the railroads.

d. Any dividends or retroactive rate refunds or credits will be paid into a special fund or account held by the insurer or into a trust established in connection with the Plan. Withdrawals may be made from such fund, account or trust only to provide or finance benefits.

Section 3. Employees of Hospital Association Railroads

Hospital association railroads will pay the respective hospital associations such portion of the cost of the plan as is attributable to coverage for retired employees (but not for their dependents) contingent on commitments* from the hospital associations to provide benefits similar to those provided by the plan to such retired employees of the respective railroads as meet the above eligibility requirements and were members of the hospital association. In absence of such a commitment, no payment such as provided for in this paragraph shall be made to the hospital association involved, and the employees involved will be regarded employees as of a hospital association railroad for purposes of eligibility for early retirement medical benefits but shall be provided such benefits under the national plan the same as employees of non-hospital association railroads. On a railroad on which the hospital association has furnished such a commitment, individual retired or disable employees who had not been members of the hospital association or who had been such members but elected to leave the association on discontinuing active railroad service, or who forego association benefits, will not have an option of electing coverage under national plan; nor on a railroad on which there has been no such commitment from the hospital association will individual employees have an option of electing hospital association coverage in place of coverage under the national plan.

- * Including acceptance of the following obligation: If a hospital association having furnished the commitment referred to in Section 3 should subsequently withdraw such commitment, the employee involved will thereafter be provided their benefits under the national plan as provided their benefits under the national plan as provided in the second sentence of Section 3. If any special contributions to the national plan is required to cover any liability which the hospital association may have incurred during the period it covered the employees involved (and while it was receiving the contribution identified in the first sentence of Section 3), which liability the national plan assumes by reason of the employees' coverage being transferred from the hospital association to the national plan, such special contribution will be made by the hospital association.

PART C. DENTAL BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Dental Plan, modified as provided in Section 2 and 3 below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language specifying the changes in existing benefits and eligibility provisions is to be worked out by the policyholder with the insurer.

Section 2. Benefit Changes

The following changes in the benefit area will be made effective as of November 1, 1978:

(a) The maximum benefit (exclusive of any benefits for orthodontia) which may be paid with respect to a covered employee or dependent in any calendar year, including the calendar year 1978, will be increased from \$500 to \$750 for all expenses incurred on or after November 1, 1978.

(b) A limit of \$100 will be placed on the amount of the deductible per calendar year, including the calendar year 1978, to be paid by all members of an employee's family, to apply as follows:

(i) Any covered individual who has incurred and paid \$50 of covered dental expenses in a calendar year has met the deductible with respect to himself.

(ii) When a covered employee and/or any one or more of his defined dependents have collectively incurred and paid \$100 of covered dental expenses, counting not more than \$50 with respect to any individual, in a calendar year, the deductible has been met with respect to such employee and all his defined dependents.

(c) Extended coverage will be provided for disabled, pregnant, furloughed and discharged or dismissed employees on exactly the same basis as under The Railroad National Health and Welfare Plan.

Section 3. Orthodontia

No change will be made with respect to benefits for orthodontia, except for the extended coverage provision described in paragraph (c), of Section 2 above.

PART D. GENERAL

National Health Legislation. In the event that national health legislation should be enacted, benefits provided under The Railroad Employees National health and Welfare Plan, the Early Retirement Major medical Benefit Plan, and The Railroad Employees National Dental Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.

ARTICLE V

JURY DUTY
(Amendment to Article V)

Effective fifteen (15) days after the date of this Agreement Article V of the January 27, 1972 Agreement is amended to read as follows: *(See Article 30(b))*

ARTICLE VI

EXPENSES AWAY FROM HOME
(See Article 15)

Effective October 1, 1978, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended by Article XI, Section 2, of the January 27, 1972 National Agreement, is increased from \$2.00 to \$2.75.

ARTICLE VII

APPLICATION FOR EMPLOYMENT
(See Article 18)

ARTICLE VIII

EMPLOYMENT OF FIREMEN

Section 1.

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

Section 2.

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

Section 3.

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

position or assignment in engine service.

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

This Article VIII shall become effective thirty (30) days from the date of this Agreement unless within such time a General Committee of the organization elects to preserve an existing rule accomplishing the same essential purpose as this Article VIII by notifying a carrier in writing.

ARTICLE VIII - RESERVE FIREMEN

Section 2(1) - Establishing Brakeman Seniority

(1) Engine service employees not possessing ground service seniority as of November 1, 1985 shall be placed on the bottom of the appropriate ground service roster upon implementation of this Section. Such employees will be allowed to relinquish their newly acquired seniority during a ninety (90) day period following such implementation.

(2) On or after November 1, 1985, any person establishing seniority in engine service without first establishing seniority as trainman will establish a seniority date as trainman on the date he or she established seniority in engine service.

(3) An employee establishing seniority as trainman under this Section 2 shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as engineer, fireman on a designated position in passenger service, hostler, or hostler helper, and such employee shall not, by such placement, be given any "present or protected employee" rights under present crew consist agreements or any negotiated in the future.

(4) Provisions for implementing this requirement shall be agreed upon with the appropriate trainmen's representative on each carrier party hereto within 90 days following the date of this Agreement. If the parties are unable to agree, the matter shall be arbitrated at the request of either party under the following provisions:

(a) The parties will endeavor to agree upon an arbitrator. If they fail to agree, either may request the National mediation Board to name an arbitrator.

(b) An award will be rendered within 45 days of the date the arbitrator is named.

Section 3(1) - Retention of Seniority

(1) Subject to the carrier's legal obligations, when selecting new applicants for engine service, opportunity shall first be given to employees in train and yard service on the basis of their relative seniority standing, fitness and other qualifications being equal.

Transfer of engineers from one seniority district to another on the same railroad system will not be violative of this provision.

(2) Any person who is selected for engine service and does not have seniority as trainman will acquire seniority as trainman upon entering engine service, subject to paragraph (3) hereof.

(3) An employee who has established seniority as conductor (foreman), trainman (brakeman-yardman), hostler or hostler helper (but without seniority as a locomotive fireman) who is selected for engine service shall retain his seniority standing and all other rights in train and/or yard hostling service. However, such employee shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as engineer, fireman or a designated position in passenger service, hostler or hostler helper.

(4) This Section 3 replaces and supersedes Article VIII of the August 25, 1978 National Agreement.

Section 4(1) - Promotion

The following principles will govern in the selection and promotion to engine service and conductor/foreman.

(1) Trainmen who established seniority prior to November 1, 1985 will be governed by existing rules with respect to promotion to conductor/foreman and will not be required to accept promotion to engine service.

(2) Trainmen who establish seniority on or after November 1, 1985 must accept promotion to conductor/foreman in proper turn.

(3) Trainmen who establish seniority on or after November 1, 1985 will be selected for engine service in accordance with Section 3 of this Article XIII. However, if a sufficient number of trainmen (including those promoted to conductor) do not make application for engine service to meet the carrier's needs, such needs will be met by requiring trainmen (including promoted conductors) who establish seniority on or after November 1, 1985 to take engine service assignments or forfeit seniority in train service.

(4) If the carrier's needs for engine service employees are not met during a period when there are not sufficient trainmen (including promoted conductors) in service with a seniority date on

or after November 1, 1985 who must accept promotion to engine service or forfeit seniority in train service, the carrier may hire qualified engineers or train others for engine service.

Provisions for implementing these principles shall be agreed upon on each carrier party hereto within 90 days following the date of this Agreement. If the parties are unable to agree, the matter shall be arbitrated at the request of either party under the following provisions:

(a) The parties will endeavor to agree upon an arbitrator. If they fail to agree, either may request the National Medication Board to name an arbitrator.

(b) The authority of the arbitrator will be limited to deciding the procedures that will govern the promotion of trainmen and the forfeiture of seniority in the event of failure to qualify for promotion.

(c) An award will be rendered within 45 days of the date the arbitrator is named.

Section 5 - Application

The following principles will govern in the selection and promotion to engine service and conductor/foreman:

Section 5 - Application

Any conflict between the changes set forth herein and the provisions of the July 19, 1972 Manning Agreement, as revised, shall be resolved in accordance with the provisions of this Agreement.

ARTICLE IX

ENTRY RATES

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

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

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

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

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

(See Crew Consist for rates of pay for employees working in promoted status)

Section 2 - Preservation of Lower Rates

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

APPENDIX "G"

ARTICLE X - ROAD-YARD MOVEMENTS

(See Appendix "A")

ARTICLE XI - COMBINATION ROAD-YARD SERVICE ZONES

(Industrial Switching 10 miles)

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

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

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

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

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

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

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

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

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

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

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

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

This Article shall become effective (15) days after the date of this Agreement.

ARTICLE XII - BEREAVEMENT LEAVE

(See Article 19)

(ARTICLES XII, XIV, XV, AND XVI deleted)

APPENDIX "H"

Letter dated October 4, 1965, General Manager Landreth to General Chairman Asbell BLE, Bender ORC&B, Luttrell BLF&E and Morgan B.R.T.:

A total of 52 vacation units of seven (7) days each will be set up as per attached statement. As indicated thereon, those requesting vacations of three (3) consecutive weeks must start in those period identified by an asterisk (*) and those requesting four (4) consecutive weeks must start their vacations in those period identified by number sign (#). Vacations of two (2) consecutive weeks may be started on any unit number. This procedure will apply to all road and yard service employees, except firemen in passenger service on the Valley Division and yard service employees in the Los Angeles Terminal. The Valley Division will be continued and Los Angeles Terminal yardmen will be governed by local agreement which was recently consummated.

In the assignment of vacations for engineers and conductors, when those entitled to three (3) or four (4) weeks' vacation request a split, the senior man will be given preferred choice for each period requested. For firemen, trainmen and yardmen, when split vacations are requested, the individual must indicate which of the two periods of the split vacation is the preferred choice and the senior man will be given first choice only on the preferred period. After all assignments are made for the preferred choice, then the senior man will be given preference for his second choice of the periods remaining open.

It is understood that this agreement is a separate agreement between each organization and can be changed without the concurrence of others.

The above procedure will be placed in effect for the year 1966 and continue in effect thereafter unless a change is requested by either party.

WEEKLY UNITS FOR ASSIGNING VACATION

<u>Unit No.</u>	<u>Period</u>	<u>Unit No.</u>	<u>Period</u>
* # 1	Jan. 1 thru Jan. 7	27	July 2 thru July 8
2	Jan. 8 “ Jan 14	* 28	July 9 “ July 15
3	Jan. 15 “ Jan. 21	# 29	July 16 “ July 22
* 4	Jan. 22 “ Jan. 28	30	July 23 “ July 29
# 5	Jan. 29 “ Feb. 4	* 31	July 30 “ Aug. 5
6	Feb. 5 “ Feb. 11	32	Aug. 6 “ Aug. 12
7	Feb. 12 “ Feb. 11	# 33	Aug. 13 “ Aug. 19
8	Feb. 19 “ Feb. 25	* 34	Aug. 20 “ Aug. 26
# 9	Feb. 26 “ Mar. 4	35	Aug. 27 “ Sept. 2
* 10	Mar. 5 “ Mar. 11	36	Sept. 3 “ Sept. 9
11	Mar. 12 “ Mar. 18	*#37	Sept. 10 “ Sept. 16
12	Mar. 19 “ Mar. 25	38	Sept. 17 “ Sept. 23
* # 13	Mar. 26 “ Apr. 1	39	Sept. 24 “ Sept. 30
14	Apr.. 2 “ Apr. 8	* 40	Oct. 1 “ Oct. 7
15	Apr. 9 “ Apr. 15	# 41	Oct. 8 “ Oct. 14
* 16	Apr. 16 “ Apr. 22	42	Oct. 15 “ Oct. 21
# 17	Apr. 23 “ Apr. 29	* 43	Oct. 22 “ Oct. 28
18	Apr. 30 “ May 6	44	Oct. 29 “ Nov. 4
* 19	May 7 “ May 13	# 45	Nov. 5 “ Nov. 11
20	May 14 “ May 20	* 46	Nov. 12 “ Nov. 18
# 21	May 21 “ May 27	47	Nov. 19 “ Nov. 25
* 22	May 28 “ June 3	48	Nov. 26 “ Dec. 2
23	June 4 “ June 10	*#49	Dec. 3 “ Dec. 9
24	June 11 “ June 17	* 50	Dec. 10 “ Dec. 16
* # 25	June 18 “ June 24	51	Dec. 17 “ Dec. 23
26	June 25 “ July 1	52	Dec. 24 “ Dec. 30

Vacations of three (3) consecutive weeks must be started in periods marked (*).
 Vacations of four (4) consecutive weeks must be started in period marked (#). Vacations of two (2) consecutive weeks may be started in any period.

(Vacation Scheduling Starting on Monday's only where requested)

Letter dated July 5, 1967, General Manager Landreth to General Chairman Henderson, B of RT.”

Please refer to your letter of May 9, 1967, file BX-50-T, regarding your request that vacations be assigned on the basis of 51 units, with each period starting on Monday, rather than 52 units presently being used.

I have no objection to your proposal that vacations be assigned on the basis of 51 units at various terminals where the Local Chairman requests such handling.

I am instructing the Superintendents to so handle where they receive such a request.

APPENDIX I

Letter dated July 7, 1978, Vice President Elterman to General Chairman Cantrill, Easley and Sawyer, UTU.”

This will confirm our discussion concerning operation of so-called “Ten Packer” at which time it was understood a Ten Packer would be considered as Five (5) regular cars on the basis two (2) units of the Ten Packer were the equivalent of one (1) regular car. Also, if for some reason one or an odd number of Ten Packer component units had to be removed, resulting in an odd number of units being handled in the train, the odd unit would be considered as a whole car. For example, three (3) component units had been removed, the remaining seven (7) handled in the train would be considered as four (4) regular cars.

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

APPENDIX “J”

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company, Coast Lines and its employees represented by the United Transportation Union (C-T-Y).

IT IS AGREED:

Effective January 1, 1979, Article 20(a) of the Schedule Governing Rates of Pay for Conductors, except South Ash Fork and East of Parker, will be applied as follows to vacancies on assignments at Pittsburg and Antioch:

Vacancies on assignments at Pittsburg and Antioch shall be protected on a daily rotating basis off the Richmond extra board. Deadhead to the assignment shall be paid to the first man sent to protect the vacancy when it occurs. Return deadhead shall be paid to the last man working the job prior to the regularly assigned man marking up. There will be no additional expense to the Carrier for interim deadheads as a result of this agreement.

This agreement shall be applicable at Richmond only when extra conductors are protecting vacancies at Pittsburg and Antioch.

This agreement may be canceled by either party upon ten (10) days notice.

Signed at Los Angeles, California, this 19th day of December 1978

APPENDIX "K"

MEMORANDUM OF AGREEMENT, between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers, Railroad Yardmasters of America, United Transportation Union (CT&Y) Coast Lines, and United Transportation Union (E) Coast Lines.

In connection with the Carrier's desire to eliminate eye injuries and/or incidents through the process of having all on duty employees, not exclusively assigned to inside of office duties, wear glasses.

IT IS AGREED:

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

(2) Employees will not longer be required to wear industrial safety glasses.

(3) The wearing of side shield on glasses will be optional for those employees who desire to use them; and they will be supplied by the Carrier on request.

(4) Employees whose vision condition requires prescription glasses in order to meet Carrier medical requirements, may, if they desire secure a pair of clear and/or color industrial safety prescription glasses through the Carrier's American Optical Program, and it will pay for the frames and case, and the employee will pay for the lenses and any other associated cost.

(5) Plano glasses, i.e., non-prescription, will continue to be made available on both clear and color lenses in several styles without cost to employees.

(6) Replacement glasses will be made available at the Carrier's expense in the same manner as the original glasses were secured when defective and/or worn out and returned.

(7) The Carrier will provide plano glasses, i.e., non-prescription glasses, at on duty points for employees who have forgotten their glasses, i.e., non-prescription, and those employees will return same at the completion of their tour of duty.

(8) Employees performing service in the rain or fog may remove same while working when, in their opinion, their vision would be improved by removing the glasses.

(9) Carrier will not over-react with discipline procedures in cases where employees have not fully complied with this eye-glass program.

(10) In the future, the Carrier will not be subject to any cost in behalf of any employee other than specifically set forth in Items 3, 4, 5, and 6 hereof.

The foregoing is in complete disposition of Section 6 Notices dated May 16, 1977, May 27,

1977 and June 2, 1977.

Signed at Chicago, Illinois this 5th day of August, 1977

APPENDIX “L”

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

IT IS AGREED:

Article 17(k) of the Schedule (is) amended to provide for protection of Train 3 and 4 between Albuquerque and Winslow as follows:

1. Three (3) conductor assignments will be assigned with home terminal and layover at Albuquerque on a permanent basis.
2. Three (3) brakemen assignments will be assigned with home terminal and layover at Albuquerque on a permanent basis.
3. Three (3) brakemen assignments will be assigned with home terminal and layover at Winslow on a permanent basis.
4. Three (3) train-baggage assignments will be assigned with home terminal and layover at Winslow on a permanent basis.
5. Assignments to these positions will be made from the seniority district in which the home terminal located and relief thereon will be from the respective governing extra boards.
6. Employees will lay off at their individual home terminal, unless an emergency should exist when they are at the away-from-home terminal. Vacancies will be filled from the governing extra board for the terminal where the lay off occurs, i.e., home terminal or away-from-home terminal.
7. In case of an emergency lay-off at the away-from-home terminal, the vacancy will be filled from the extra board governing the away-from-home terminal, in which event the extra board employee will protect the vacancy until the regularly assigned employee reports. The regularly assigned employee will report back for service to the terminal where laid off.
8. This Agreement may be canceled by either party upon ten (10) days' written notice.

Signed at Chicago, Illinois this 17th day of April, 1979.

APPENDIX “M”

COMBINATION ROAD-YARD

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

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching is less than four (4) hours within a spread of ten (10) hours for ten (10) consecutive working days. The ten (10) hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four (4) hours of such work within any spread of the same ten (10) hours for ten (10) consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four (4) hours switching within the spread of 12 hours for ten (10) consecutive working days, this spread to begin at the starting time of the yard crew assignment which the Carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the Carrier seeks to discontinue will be considered, subject to the provisions of Section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve (12) hour period as set forth in Section 5.

NOTE:

The studies referred to in this Section 1 shall be conducted in the following manner: Where a Carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employees involved advising the name of the Carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study will begin.

At any time prior to the date the study is to begin the representative of the employees involved shall advise the Carrier of the name 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

(See Next Page)

by the representatives of the Carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

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

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

3. Road crews may perform any yard service at yard where yard crews are not employed.

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

5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve (12) hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this Agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.

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

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

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

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

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

11. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of 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 date of their furlough to prepare themselves for some other occupation for which training is available (or the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the Carrier paying 75 percent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the Carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

(Article V of National Agreement of June 25 1964)

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers, the United Transportation Union and The Atchison, Topeka and Sant Fe Railway

The following provisions will only apply on the Valley Division Seniority District when there are no demoted locomotive engineers with a seniority date prior to November 1, 1985:

1. The Valley Division Seniority District will be divided into two (2) zones.

Zone 1 will encompass the Valley Division Seniority District from the west end of Riverbank yard for locomotive engineers. For trainmen/yardmen, Zone will encompass the Valley Division Seniority District from the east end of Bakersfield yard to the west end of Riverbank yard.¹

Zone 2 will encompass the Valley Division Seniority District from the west end of the Riverbank yard through and including Keddie and Warm Springs, California.

When a permanent vacancy exists for a locomotive engineer within Zone 1 of the Valley Division Seniority District, and no bids are received for that permanent vacancy, the senior demoted locomotive engineer working group service within Zone 1 will be assigned.

When a permanent vacancy exists for a locomotive engineer in Zone 2 of the Valley Division Seniority District and no bids are received for that permanent vacancy, the senior demoted locomotive engineer within Zone 2 will be assigned.

In the event that there is no demoted locomotive engineer to assign from the zone where the vacancy exists as prescribed by Section 2 and Section 3 above, the senior demoted engineer with an engineer's seniority date after October 31, 1985, on the Valley Division Seniority District (including Bakersfield yard) will be assigned to the locomotive engineer's vacancy.

A locomotive engineer who is assigned under the provisions of Section 2 or 3 of this agreement, will be required to protect the position to which he was assigned until displaced by senior locomotive engineer or until the engineer assigned under the provisions of Section 2 or 3 of this agreement

¹ Bakersfield yard is part of the Old Arizona Seniority District for locomotive engineers, but part of the Valley Seniority District for (CT&Y). Therefore, engineer vacancies at Bakersfield are not filled under the terms of this agreement.

is awarded another position as locomotive engineer on the basis of a normal bid or a standing bid.

A locomotive engineer who is assigned under the provision of Section 4 of this agreement will be required to protect that assignment until he is displaced by a senior engineer, exercises seniority to another engineer's position, or a junior

demoted locomotive engineer becomes available with that Zone. If a junior demoted locomotive engineer becomes available within that Zone, he will be forced to relieve the locomotive engineer who was assigned to the engineer's position under the provisions of Section 4 of this agreement if the locomotive engineer who was assigned has a written request on file to be released.

A displaced engineer in Zone 1 who is unable to hold an engineers' assignment in Zone 1 will not be required to exercise his engineers' seniority in Zone 2 if there is a sufficient supply of engineers in Zone 2 to fill a locomotive engineers' positions. If there is a sufficient supply of locomotive engineers in Zone 2, the displaced engineer will be allowed to exercise seniority in ground service within Zone 1.

A displaced engineer in Zone 2 who is unable to hold an engineers' assignment in Zone 2 will not be required to exercise his engineers' seniority in Zone 1 if there is a sufficient supply of engineers in Zone 1 to fill all locomotive engineers' positions. If there is a sufficient supply of locomotive engineers in Zone 1, the displaced engineer will be allowed to exercise seniority in ground service within Zone 2.

For the purposes of this agreement, a "demoted engineer" is an employee who is promoted, certified locomotive engineer, but does not hold a position as a locomotive engineer at the time.

This agreement may be canceled by any one party serving a twenty (20) day written notice on the other parties.

Agreed to and signed at _____ this _____ day of _____ 1997.

Jack Holden
General Chairman
United Transportation

Director

Milton H. Siegele, Jr.
Labor Relations

James L. Hogan
General Chairman
Brotherhood of
Locomotive Engineers

J. Giles Hartenbower
Assistant Director
Labor Relations

Nick Markos
Manager
Labor Relations

THESE WERE INSERTED UNNUMBERED PAGES (between pgs. 186 & 187)

This Training, Promotion and Seniority Agreement is entered into between The Atchison, Topeka and Santa Fe Railway Company and its Engine Service employees represented by the General Committee of Adjustment of the United Transportation Union (Enginemen).

I. Training and Promotion

The purpose of this Agreement is to modify and amend the formal program for the training and qualifying of locomotive engineers, which is in effect between the Carrier and the UTU(E) and to meet the immediate and continuing needs of the

Carrier. The United Transportation Union (Enginemen's Committee) will cooperate in this program.

2. A fireman ("engineer service trainee") shall be any person selected by the Carrier for the purpose of training to be a qualified locomotive engineer under existing collective bargaining agreements. Any employee who has entered or enters the engine service training program after October 31, 1985 will establish a fireman seniority date, strictly for purposes of an orderly transition to the craft of locomotive engineer. The use of this seniority date is strictly limited by and subject to the conditions set forth in Article XIII of the October 31, 1985 UTU National Agreement. Thus, employees who entered or enter engine service after October 31, 1985, shall have no right to work as firemen or to hold firemen's positions.
3. Recruitment selection, employment, and training will be without regard to race, creed, color, religion, national origin, age, sex, or handicap.
4. Selection of engineer service candidates will be made by the Carrier subject to the Carrier's legal obligations.

5. Training Program

1. The training program shall consist of classroom instruction and on-the-job training as determined by the Carrier. As necessary, classrooms, books, materials and instructions shall be furnished by the Carrier.
2. Examinations will be prepared and administered by the Carrier.
3. The training program and any intended substantial changes therein shall be reviewed from time to time by the designated carrier representative and the UTU(E) General Chairmen.
4. The UTU(E) General Chairmen shall be furnished the name, address, and date placed in training of each engine service trainee entering the training program, and upon a completion of the program the UTU(E) General Chairmen will be furnished confirmation of promotion.
5. An engine service trainee, who after starting the training program is unable to continue the training due to illness which has been verified by a physician or approved leave of absence will not be regarded as having failed provided that upon return the candidate immediately reenters the training program. The decision as to whether the employee must start the program from the beginning or at another point in the training will be made by the designated carrier representative. The UTU(E) General Chairman will be advised of this decision.
6. Adequate records of engine service trainees' on-the-job and classroom training progress shall be maintained by the carrier and reviewed with the UTU(E) General Chairmen on their request.

E. Expenses

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

a. Lodging

1. Trainees will be eligible for lodging provided the home point of a new hire or regular employee's assignment and the point where the employees' residence is maintained each exceed a thirty (30) mile radius from the location where the training program is conducted.
2. If the employee's residence or regular assignment is not outside the 30 mile radius, the Carrier still may provide lodging if in the opinion of the instructor the trainee would benefit scholastically. In that case, the Carrier will provide a meal allowance under section E.b.(1) of this Agreement as well as lodging.

b. Meals

1. A trainee provided lodging will be allowed \$18.00 per day meal allowance for each day in attendance in the classroom and simulator portions of the training program unless lunch is provided by the Carrier. If lunch is provided, the meal allowance will be \$12.00 per day.
2. A trainee not provided lodging will be entitled to a meal allowance of \$6.00 per day for each day in attendance in the classroom and simulator portions of the training program unless lunch is provided by the Carrier.
3. Meal allowances are subject to future general wage increases.

c. Travel

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

F. Compensation

1. Employees entering operating craft service after October 31, 1985 will be compensated as follows:
 - a. For each week of training the employee will be paid a weekly rate of \$680.00 which will be subject to future wage increases. This payment shall cover all time consumed in the training program. To receive the full rate, the engine service trainee must be available a full seven (7) days per week. An engine service trainee may not be absent without permission from the designated local supervisor or classroom instructor. One seventh (1/7th) of the weekly training rate will be deducted for each day in the calendar week an engine service trainee is not available, provided that no deduction will be made for days on which training is not scheduled.
 - b. Engine service trainees in the training program will receive the benefits under the applicable Health and Welfare Program (s) as may be in effect and under National Vacation Agreements currently in effect
2. Employees who entered operating craft prior to October 31, 1985 will be compensate as follows:
 - a. For each week of training the employee will be paid a weekly amount equal to 90 percent of the employee's regular average weekly earnings in the previous six (6) months (excluding penalty payments, and any extraordinary payments such as signing bonuses, lump sums, and moving/real estate lump sums), but not less than \$800 per week. One seventh (1/7th) of the weekly training rate will be deducted for each day in the calendar week an engine service trainee is not available of his/her own volition, provided that no deduction will be made for days on which training is not scheduled.
3. Employees who enter engine service training who have vacation scheduled during the training program will be allowed to reschedule their vacations, if possible, following the training program. If there is insufficient time remaining in the year for vacation or if the demands of service require the employee to work, the employee will be paid for un-granted vacation.

G. Completion of the Training Program

1. An engine service trainee's failure to pass any of the initial examinations will result in the trainee's failure and termination from the training program.
2. If an engine service trainee fails either one or both of the required final examinations the employee will be given a second opportunity to pass th final examination(s).
 - a. The second examination must be taken no earlier than thirty (30) days and not more than ninety (90) days following failure of the first examination. The second examination will be held at the same point as the first examination if practicable or unless otherwise mutually agreed upon.

- b. While waiting to make the second attempt at passing, the engine service trainee will not be compensated or allowed any expenses as an engine service trainee under this Agreement, but will be permitted to sit in on any classroom instructions given to other engine service trainees.
 - c. While waiting for and taking the second examination, an engine service trainee may exercise seniority (if retained), in the trainee's prior craft.
 - d. An engine service trainee's failure to pass either or the final examinations of the second attempt will result in the trainee's failure and termination from the training program.
4. Upon successful completion of the final examinations, the engine service trainee will return to the home territory and at the discretion of the Carrier continue on-the-job training prior to making the home district territory qualification trip. If the employee is unable to qualify, the employee will be terminated from the engine service training program.
 5. Upon such certification, the Carrier shall supply the UTU(E) General Chairman with the names of the engine service trainees so certified and the date of the certification.

H. Establishment of Seniority

1. An engine service trainee who successfully passes both final examinations on the first attempt will be assigned a graduation date by the Training Center. This date will be the Saturday following the week in which the exams are passed. Provided that the employee successfully completes district territory qualification, this will be the employee's locomotive engineer seniority date.
2. An engine service trainee who fails to pass the final examination(s) on the first attempt and pass on the second attempt will be assigned graduation date by the Training Center in relative seniority order among those making the second attempt and **below all engine service trainees in the same class** who passed both final examinations on the first attempt.
3. Employees who are certified locomotive engineers at the time they are employed and are subsequently promoted ahead of engine service trainee(s) their senior, will be considered to have established seniority dates as engineers below all senior engine service trainees who are in training at the time and subsequently pass promotion on the first or second attempt.

II. Exclusive Representation

The United Transportation Union (Enginemen's Committee) is shall be recognized as the exclusive collective bargaining representative for employees in connection with the negotiation, interpretation, or administration of any agreement

governing the engine service employee training program. This agreement supersedes existing agreements relating to the training, qualifying and promotion of firemen represented by the UTU(E) only to the extent set forth herein.

Dated this 20th day of November, 1993, at Schaumburg, Illinois.

For the General Committee
of Adjustment:

C. D. Davis
General Chairman
United Transportation Union (E)

For the Carrier:

John D. Fleps
Assistant Vice President
Labor Relations

Marka L. Hughes
Manager - Labor Relations

Milton H. Siegele, Jr.
Manager - Labor Relations