

AGREEMENT

between the

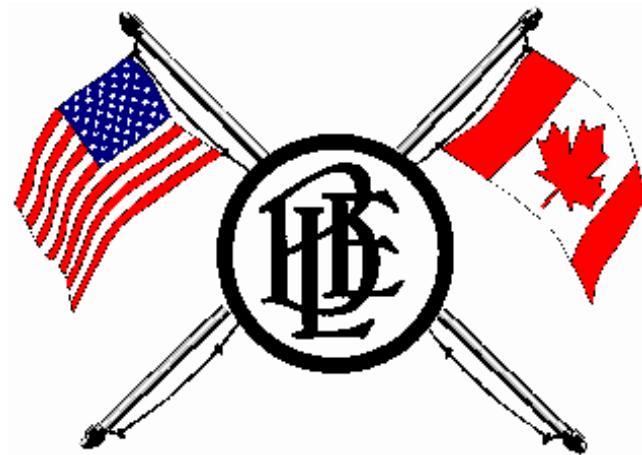


UNION PACIFIC

(Western Lines)

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS



Covering Rates of Pay
And Working Conditions for
ENGINEERS

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ARTICLE 1

BEGINNING AND ENDING OF A DAY

In all classes of service, an engineer's time will commence at the time he is required to report for duty, and shall continue until the time the engine is placed on the designated track or he is relieved at terminal. Engineers are relieved when registering in.

Engineer's time shall be continuous between terminals unless tied up under the provisions of the law limiting the hours of service. Road engineers shall not be tied up between their terminals except at points where food and lodging can be procured. If engineer watches engine he will be paid for such time at the rate of 12 1/2 miles per hour.

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

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

Deadheading please Refer to Article 28.

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

ARTICLE 2

PASSENGER SERVICE

Basic Day

SECTION 1. One hundred miles or less (straight away or turnaround), five hours or less, except as provided in Section 1(a), Article 6, shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rate provided, according to weight of engine.

Miles in Basic Day and Overtime Divisor
(PEB 219, Article IV, Section 2)

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Deleted: Engineers deadheading terminal to terminal shall be allowed the actual miles deadheaded with a minimum of 100 miles at the rate stipulated in Article 28 plus the minimum miles necessary to travel to and from the specified on- and off-duty point of his assignment, except where the total miles traveled is less than 100 miles he shall only be allowed 100 miles. ¶

¶ NOTE: The provisions of this paragraph are not applicable to engineers deadheaded from a terminal to fill a vacancy on an assignment with a home terminal at another location or returning therefrom.

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Article 2

SECTION 1.1. (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 below:

<u>Effective Date of Change</u>	<u>Through Freight Service</u>		<u>Through Passenger Service</u>	
	<u>Miles in Basic Day</u>	<u>Overtime Divisor</u>	<u>Miles in Basic Day</u>	<u>Overtime Divisor</u>
<u>January 1, 1995</u>	<u>130</u>	<u>16.25</u>	<u>130</u>	<u>25.0</u>

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

1.1. (c) The number of hours that must lapse before overtime begins on a trip in through freight or through passenger services 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, effective July 29, 1991, overtime on a trip in through freight service of 125 miles will begin after 8 hours and 46 minutes (125/14.25 = 8.77 hours). In through freight service, overtime will not be paid prior to the completion of 8 hours of service.

Valley Districts

SECTION 2. On all parts of the System, excepting between points as noted in Section 3, the minimum rates of wages per day of an engineer shall be as specified in Appendix "A."

Mountain Districts

SECTION 3. Between Eugene and Dunsmuir via Klamath Falls; Klamath Falls and Wendel, including Lakeview Branch; Roseburg and Gerber; Sacramento and Sparks; Bakersfield and Los Angeles; Mojave and Lone Pine; Palmdale and Colton; Los Angeles and Indio, including branches between Los Angeles and Indio, the minimum rates of wages per day of an engineer shall be as specified in Appendix "A."

Minimum Daily Guarantee

SECTION 4.(a) In all passenger service, the earnings from mileage, overtime or other rules applicable, for each day service is performed, shall be not less than the rate specified in Appendix "A."

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Article 2

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

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

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

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Question 6:

May amounts earned under overtime rule, terminal delay, backouts, etc., be applied against these guarantees?

Decision: Yes.

Question 7:

Are former guarantees higher than provided by this Section maintained?

Decision: Yes.

Question 8:

May runs of under 80 miles in each direction be placed on a one-way basis and a minimum day allowed in each direction?

Decision: Yes, if definitely assigned, in which case overtime rules applicable to through passenger service in effect shall apply.

Rates for Electric and Gasoline Passenger Service

- 4. (b)** Engineers employed on electric locomotives in passenger service to be paid the rates shown in Appendix "A." In the application of the rates for various driver weights in electric locomotive service, the total weight on drivers of all units operated by one engine crew shall be the basis for establishing the rate.

Article 2

- 4. (c)** Electric car service, whether operated in multiple unit or single unit, to be paid minimum rate as specified in Appendix "A."

Question 11, Interpretation NO. 1, supplement No. 24:

Do the minimum earnings fixed by Section 4(a) also apply in short turnaround electric passenger service whether operated by electric locomotive or multiple unit?

Decision: Yes.

- 4. (d)** All motor cars used in passenger service operated under train rules by engineers, regardless of whether operated by gasoline, steam, electricity, or other motive power, to be paid minimum rate as specified in Appendix "A."

SECTION 5. When engineers in passenger service are required to double on grades or run for fuel or water, ten miles will be allowed for each double. When actual mileage exceeds ten, actual miles will be allowed, such mileage to be added to other mileage made on trip; when mileage in the aggregate exceeds 100, time consumed doubling will not be counted in computing overtime.

ARTICLE 3

FREIGHT SERVICE

Basic Day

SECTION 1. In all classes of service covered by Article 3, **other than through freight service in 1.1 below**, 100 miles or less, eight hours or less (straightaway or turnaround), shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to weight of engine or other power used.

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Question 47:

Certain railroads formerly paid 100 miles between terminals notwithstanding the distance may have been less than 100 miles. Does this section permit operating turnarounds turning at terminal on continuous time and mileage?

Decision: No. Schedule Rules and accepted practices will govern.

Through Freight Mileage Rates
(PEB 219, Article IV, Section 1)

SECTION 1.1. (a) Mileage rates of pay for miles run in excess of the number of miles comprising a basic day will not be subject to general, cost-of-living, or other forms of wage increases.

Article 3

1.1. (b) Mileage rates of pay, as defined above, applicable to interdivisional, interseniority zone, intradivisional and/or intraseniority zone service runs now existing or to be established in the future shall not exceed the applicable rates as of June 30, 1986. Such rates shall be exempted from wage increases as provided in Section 1(a) of this Article. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

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Miles in Basic Day and Overtime Divisor
(PEB 219, Article IV, Section 2)

SECTION 1.2. (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 below:

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Effective Date Through Freight Service Through Passenger Service
of Change

	<u>Miles in Basic</u>	<u>Overtime</u>	<u>Miles in Basic</u>	<u>Overtime</u>
	<u>Day</u>	<u>Divisor</u>	<u>Day</u>	<u>Divisor</u>

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<u>January 1, 1995</u>	<u>130</u>	<u>16.25</u>	<u>130</u>	<u>25.0</u>
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1.2 (b) Mileage rates will be paid only for miles run in excess of the minimum number specified in (a) above.

1.2 (c) The number of hours that must lapse before overtime begins on a trip in through freight or through passenger services 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, effective July 29, 1991, overtime on a trip in through freight service of 125 miles will begin after 8 hours and 46 minutes (125/14.25 = 8.77 hours). In through freight service, overtime will not be paid prior to the completion of 8 hours of service.

NOTE: Refer to Article 14 Section 2 for the proper application of Overtime.

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Valley Districts

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SECTION 2. (a) Minimum rates of pay on all parts of the System, excepting between points as noted in Section 3, for engineers in through and irregular freight, pusher, helper, mine run or roustabout, belt line transfer, work, wreck construction, snow plow, circus trains, trains established for the exclusive purpose of handling milk and all other unclassified services shall be as specified in Appendix "A."

NOTE: The terms "pusher" and "helper" are synonymous, meaning "helper service."

Article 3

Question 31:

Where mine run, belt line, or transfer service, pusher and helper service, etc., was formerly paid yard rates, and is by this Article paid the same rates as through freight service, is such service now subject to road conditions, such as terminal switching allowances, final terminal delays, etc.?

Decision: No; but through freight rules as to mileage and road overtime shall apply.

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

NOTE: The term "local freight service" includes road service paid local freight rates, subject to the exclusions set forth above.

Mountain Districts

SECTION 3. Between Eugene and Dunsmuir via Klamath Falls; Klamath Falls and Wendel, including Lakeview branch Roseburg and Gerber; Sacramento and Sparks; Bakersfield and Los Angeles; Mojave and Lone Pine; Palmdale and Colton; Los Angeles and Indio, including branches between Los Angeles and Indio, **El Paso and Dalhart Texas, El Paso and Alpine Texas,** the minimum rates of wages per day of an engineer shall be as specified in Appendix "A."

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(c) The differential of \$4.00 per basic day in freight and yard service, and \$.04 per mile for miles in excess of 100 in freight service, will be maintained for engineers working without firemen, the firemen's position having been eliminated pursuant to the provisions of award 282. Such differential shall be applied in the same manner as the local freight differential.

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Conversion to Local Rate

(Arbitration Award 458, Article IV, Section 3)

SECTION 4. **When employees in through freight service become entitled to the local rate of pay under applicable conversion rules, the daily local freight differential (56¢ for engineers and 43¢ for firemen under national agreements) will be added to their basic daily rate and the combined rate will be used as the basis for calculating hourly rates, including overtime. The local freight mileage differential (.56¢ per mile for engineers and .43¢ for firemen under national agreements) will be added to the through freight mileage rates, and miles in excess of the number encompassed in the basic day in through freight service will be paid at the combined rate.**

Deleted: For local or way freight service, 56 cents per 100 miles or less shall be added to the through freight rates, according to weight of engine. Miles over 100 to be paid for pro rata.

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SECTION 5. In freight service of over 100 miles on mountain districts engineers will be paid 46 cents per 100 miles in addition to rates shown in Section 3, Article 3.

SPECIAL PAY DIFFERENTIAL

(PEB 219 - Article V)

Article 3

SECTION 6.1 - Payment

6.1 (a) Effective July 29, 1991, a differential of \$12.00 per basic day in freight and yard service, and 12 cents per mile for miles in excess of the number of miles encompassed in the basic day in freight service, will be payable to eligible engineers working assignments without a fireman provided the conditions described below are met.

6.1 (b) Effective January 1, 1995, such differential will be increased to \$15.00 per basic day, and to 15 cents per mile for miles in excess of the number of miles encompassed in the basic day.

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SECTION 6.2 - Conditions

6.2 (a) Under the applicable agreement governing the consist of train crews:

(i) a member of the train crew is entitled to receive a productivity fund payment, or per-trip payment in lieu thereof, and

(ii) the carrier is required to make a productivity fund payment for that trip or tour of duty.

6.2 (b) The engineer must have:

(i) an engineer's seniority date no later than the date that determines eligibility for "protected employees" receiving productivity fund payments in that territory, or

(ii) been a 'protected employee' under a crew consist agreement, and was subsequently promoted to engineer on the same railroad.

6.2 (c) This Article is not applicable on a carrier that has an agreement with the organization adjusting the compensation of engineers in response to the change in compensation relationships between engineers and other members of the crew brought about by crew consist agreements unless the appropriate BLE General Chairman elects to adopt this Article in lieu of the pay adjustments (including personal leave days) provided in such agreement. Such election must be exercised on or before December 20, 1991. If such election is made, the provisions of this Article will become effective on that property on January 1, 1992, however, such local agreements concerning matters other than pay adjustments shall be retained.

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PEB 219 - Side Letter number 8 July 29, 1991

This confirms our understanding concerning the manner in which Article V - Special Pay Differential, will be applied.

Article 3

We agreed that prior to November 1, 1994, the special pay differential will continue to be paid to otherwise eligible engineers, notwithstanding the provisions of any agreement any carrier may enter into with the United Transportation Union subsequent to the date of this letter to eliminate productivity funds for crew consist protected trainmen pursuant to a crew consist agreement or to substitute "up-front" allowances in lieu thereof. We further agreed that on and after November 1, 1994, engineers will be eligible for the special pay differential only if they meet the conditions set forth in Article V.

Q and A (1997 Modification Agreement Q and A number 8 and 15)

Q1. If the Conductors on the same territory as this agreement do not have a separate productivity fund that is paid into on a per trip basis, will the 15 and 15 provisions of the National Agreement apply?

A1. No

Q2. On Attachment "B", which rate applies for pool freight overmiles?

A2. Article 7 of the 1995 Local Agreement provides that in Attachment "B" the arbitrary rate will apply. Pursuant to this Agreement, the higher of the arbitrary rate or mileage rate will apply. For example, if through National Agreement increases the mileage rate exceeds the arbitrary rate, then the mileage rate will apply.

SECTION 7 SYSTEM AGREEMENT - WITHOUT FIREMAN PAYMENT
(1996 UP on property Agreement, Attachment G)

Pay rules providing for additional pay when working without a fireman and that pay's relationship to working with a reduced train crew are amended as follows:

7. a. Union Pacific Eastern District and Western Region (South Central, Western Pacific, Idaho and Oregon) shall have the \$6.00 payment rolled into the basic rate.
7. b. Union Pacific Upper Lines, Chicago and Eastern Illinois and Southern Region shall have the \$4.00 payment increased to \$6.00 and rolled into the basic rate.
7. c. The respective six (6) cents and four (4) cents per over mile shall continue as previously handled.
7. d. The \$6.00 and \$4.00 payments and/or reduced crew equalization payments are eliminated.

Article 3

NOTE 1: The Union Pacific - CNW area will have no adjustment made as the payments were previously rolled in.

NOTE 2: This does not affect the payment of \$15 and 15 cents per overmile or the payment of \$2.75 and 45 minutes.

ARTICLE 4
EXCESS MILEAGE

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(Duplicate time payment see Article 32, Section 5, (h))

Between the following named points, mileage in excess of actual distance between such points, shall be allowed, viz.:

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Passenger Service

Between:

Los Angeles and Bakersfield..... 5 miles
Bakersfield and Mojave..... 7 miles
Roseville and Truckee..... 8 miles
Truckee and Roseville..... 8 miles
Red Bluff and Dunsmuir..... 6 miles
Gerber and Dunsmuir..... 6 miles

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Freight Service

Los Angeles and Mojave..... 5 miles
Mojave and Bakersfield..... 7 miles
Mojave and Palmdale (Bakersfield-Colton
pool freight service only)..... 2 miles
Sacramento and Truckee..... 32 miles
Truckee and Sacramento..... 32 miles
Roseville and Truckee..... 20 miles
Truckee and Roseville..... 20 miles
Roseville and Summit..... 17 miles
Roseville and Norden..... 17 miles
Norden and Roseville..... 17 miles
Colfax and Summit..... 10 miles
Colfax and Norden..... 10 miles
Colfax and Truckee..... 13 miles
Truckee and Colfax..... 13 miles
Red Bluff and Dunsmuir..... 39 miles
Gerber and Dunsmuir..... 39 miles
Dunsmuir and Ashland..... 31 miles
Dunsmuir and Hornbrook..... 29 miles

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Deleted: Hornbrook and
Ashland.....14 miles

Deleted: Ashland and
Roseburg..... 1 mile

Article 4

Allowed mileage stated as per this Article will not be allowed on runs not covering the entire distance between points named.

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ARTICLE 5

RATES OF ENGINES AND MORE THAN ONE CLASS OF ROAD SERVICE RULE

SECTION 1. (a) Weight rates of engines as specified in Articles 2 and 3 shall apply to all rates of pay, except as otherwise provided.

SYSTEM AGREEMENT - WEIGHT ON DRIVERS
(1996 UP on property Agreement, Attachment E)

1. (b) (1) The minimum weight in through freight service will be 1,200,00 lbs. (representing three locomotive units.) The actual weight of all locomotive units utilized will continue to be determined by the carrier and such weight will apply in instances where the total weight exceeds 1,200,00 lbs.

NOTE: Distributed Power Units (DPU) will be included in the calculation of total weight on drivers under this Agreement.

(2) The minimum weight as set forth in Section 1 above applies only for locomotive engineers operating in through freight service.

(3) Effective on the effective date of this agreement, the parties agree to establish an Average Weight-on-Driver Committee, to develop and implement a new system that will eliminate the necessity of determining actual unit weights to determine the proper rate of pay. The Committee will be guided by the following concept:

After a joint review involving timekeeping records, the parties will establish the average weight of locomotive utilized on the system in through freight service. Thereafter, in through freight service, this average weight will apply to each unit above three units in a locomotive consist.

SECTION 2. (a) Except as provided in Section 1, Article 16, engineers employed in any class of road service may be required to perform two or more classes of road service in a day or trip subject to the following terms and conditions:

Except as qualified by Section 2(b) below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day will be paid for the combined service.

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

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

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

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

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

Examples for the application of this Section 2(b) are:

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

(2) An employee in through freight service on a run of 100 miles is on duty a spread of 9 hours, including 2 hours of another class of road service - Employee will be paid 100 miles or 8 hours at pro rata rate for the trip plus 1 hour at pro rata rate and 1 hour at time and one-half for the other class of road service, both Payments to be at the highest rate applicable to any class of service performed.

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

(4) An employee in through freight service on run of 100 miles is on duty a spread of 12 hours, including 2 hours of another class of road service - Employee will be paid 100 miles or 8 hours at pro rata rate plus 2 hours at time and one-half for the trip plus 2 hours at time and one-half for the other

class of road service, both payments to be at the highest rate applicable to any class of service performed.

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

2. (c) This Section 2 applies to (1) unassigned and/or assigned road service; (2) another class of road service, regardless of when notified, whether at time called, at the outset of, or during the tour of duty, and (3) passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

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

SECTION 3. If a type of locomotive is introduced on a railroad which formerly was not in use on that railroad and the rates herein provided are less than those in effect on other roads in the territory, the rates of the other roads shall be applied.

SECTION 4. It is understood that under this rule, excess mileage shown in Article 4 will not be paid unless service covers the entire specified territory.

ARTICLE 6

TURNAROUND TRIP SERVICE

SECTION 1. (a) Engineers on 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 and also for all time in excess of nine (9) consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made. For calculating overtime under this rule, the management may designate the initial trip. Overtime at one-eighth of the daily rate according to weight of engine and district, with a minimum rate per hour as specified in Appendix "A," to be computed on the minute basis.

Article 6

Question 19:

Does this rule apply to extra and unassigned service?

Decision: Yes; in which case call shall specify whether crew is to be paid on turnaround or straightaway basis.

- 1. (b)** If it is desired to use extra passenger, pool freight or extra engineer in short turnaround extra passenger service, notice of such intention must be given at time call is made for initial trip. It is not necessary that number of trips or destination be specified in call.

Question (a) : Is it permissible to hold engineer in short turnaround passenger service on duty at turning points of assignment and compensate him for all time on duty under 8-within-9 hour rule?

Answer (a): Yes.

Question (b) : In case it is desired to relieve one member of crew at turning point and hold the other on duty to care for engine, who should be relieved?

Answer (b): The engineer should be relieved.

SECTION 2. Pooled or extra engineers used as helpers on passenger trains not covering entire district or division over which train is run do not come under the eight within nine hour rule, and should therefore be compensated under the provisions of schedule applicable to extra helpers.

NOTE: This not to apply to engineers filling vacancies in assigned helper service.

SECTION 3. (a) An engineer making an irregular turnaround trip in freight service, turning between terminals and returning to starting point on runs 100 miles or less, eight hours or less, 100 miles will be allowed and overtime will begin at the expiration of eight hours. On runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12 1/2. Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to weight of engine or other power used.

If the trip is a turnaround as specified in this section, the starting point is understood to be the terminal as well.

Except on assignments covered by Articles 7, 8, 8 1/2, 9, 9 1/2, 19, and as provided in Section 5, Article 2, engineers required to make a lap-back trip not covered by assignment, shall be allowed a minimum of 100 miles in addition to

Article 6

earnings on assignment, the time engaged and the mileage made on the lap-back trip to be excluded in calculating the time engaged and the mileage made on assignment. The doubling of a train occasioned by the tonnage of the train exceeding the tonnage rating of the locomotive, or locomotives, handling the train, constitutes a lap-back trip.

Movements made within switching limits; side trips under the provisions of Section 6(a), this Article; side trips in straightaway local freight service not over 12 miles in one direction; movements, for any purpose, within a distance of one mile from the last switch of a station siding in the direction of movement; and the doubling of a train occasioned by acts of providence, break-in-two, or accidents to the train or engine on which the engineer is working, do not classify as lap-back trips.

In case of a dispute regard the capacity of a locomotive to handle the published tonnage rating, a practical test will be made to determine the maximum tonnage which can be handled in the territory in dispute. Said test shall be made under normal operating conditions and representatives of the organization will participate. Date for making the test will be mutually agreed upon. The results of said test shall establish the correct tonnage rating of locomotives of the same class in the territory where test was made.

- 3. (b)** Engineers in pool or irregular freight service may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles with a minimum of 100 miles for a day, provided, (1) that the mileage of all the trips does not exceed 100 miles, (2) that the distance run from the terminal to the turning point does not exceed 25 miles, and (3) that engineers shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day, subject to the first-in first-out rule or practice. (This does not apply to engineers in pusher and helper service, mine runs, work trains, wreck trains.)

The number of trips need not be specified when engineers are called, but the call should specify short turnaround service.

An engineer after completing each trip in short turnaround service shall be placed at the foot of the list and permitted to work his way toward first out position, but may, if needed for another short turnaround trip within eight hours from time ordered to report for duty on first trip, be run around other engineers without runaround penalty.

If engineer placed at foot of list reaches first out position prior to expiration of eight hours from time first ordered to report for short turnaround service and can be used on another short turnaround trip before the expiration of the first eight

Article 6

hours, it will be optional with the Company to call him for other service or hold him for short turnaround service.

The foregoing applies to this section only.

Question 79:

Must the crew actually leave the terminal before the expiration of eight hours?

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

Question 80:

In operating turnaround service under this section, may crews be turned at a terminal out of which other crews operate?

Decision: Yes.

Question 81:

Where crews are called for turnaround service, in what territory may they be used?

Decision: They 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.

SECTION 4. Whenever miles run exceed the limits as specified in Sections 1 and 3 of this Article, actual miles will be allowed.

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SECTION 5. BLANK

SECTION 6. (a) Engineers assigned to a series of branch freight, combination freight and passenger (mixed runs), or established turnaround local freight service, will compute their time as a single trip. Such assignments which involve turnaround service or turnaround service in connection with straightaway service on certain days of the week and exclusive straightaway service on other days of the week come within the terms of this section.

Bulletins shall specify number of trips, name terminals, turning points, kind of service to be performed, and time set to begin work. In no case shall any portion of the assignment include trip or trips in helper service. It is understood this does not set aside or supersede decisions wherein engineers were used to push trains out of the yard within yard limits. (The second sentence of this paragraph is

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superseded by the More Than One class of Road Service Award of Board of Arbitration No. 168 so long as the awarded rule remains in force and effect on this property.)

6. (b) Time will be computed continuously from the time set to begin work specified in the bulletin until completion of final trip of assignment, with a minimum of 100 miles, except that an engineer notified not less than one and one-half hours before bulletined on-duty time that he will not be wanted until a specified time will compute his time from the time required to report for duty. Engineers brought on duty in advance of the time specified in the bulletin to begin work will be allowed a minimum of 100 miles for each time so used in addition to and without deduction from earnings on assignment. In each case, rates and rules covering service performed will govern. On runs of 100 miles or less, overtime will begin at the expiration of eight hours, and 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 the minute basis at an hourly rate of three sixteenths of the daily rate, according to weight of engine or other power used. When miles run exceed these limits actual miles will be allowed.

~~On assignments of over 100 miles, if the actual miles run is 100 or less, overtime shall begin at the expiration of eight (8) hours; when the actual miles run exceed 100 miles, overtime shall begin when the time on duty exceeds the miles run divided by 12 1/2; but in no case under the provision of this paragraph shall an engineer receive less than the mileage of the assignment plus the initial and terminal switching and/or terminal delay.~~

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6. (c) Engineers assigned under this rule who are required to perform work not a part of regular assignment, such as pulling trains into terminal account crew of which tied up under law, engine failure, or account shortage of fuel or water in locomotive, will be paid a minimum of 100 miles for each time so used in addition to assignment: in like manner when engineers enroute are taken off assignment and required to bring engine or train to terminal, crew of which tied up under law, or account engine failure, or shortage of fuel or water in locomotive, will be paid a minimum of 100 miles for each time so used in addition to assignment. If used en route to make side trip off assigned territory and such trip covers a distance of more than twelve miles in one direction, a minimum of 100 miles will be allowed in addition to assignment. In each case rates and rules covering such service will govern. Actual time in other service to be excluded in computing overtime in assigned service. Under the above conditions, engineers used to bring disabled train to terminal will compute time as a single trip from time leaving assignment until return thereto with a minimum of 100 miles.

NOTE: In cases where main track is obstructed due to derailments, engine failures, break-in-twos and traffic is threatened with serious delay and assigned engineers under this Article are used to assist in relieving obstructions, question

Article 6

of runarounds will be disposed of on their merits between representatives of the Company and the Brotherhood of Locomotive Engineers.

6. (d) Switching before beginning of first trip and after the completion of final trip will be computed separately and paid for at one-eighth of the daily rate applying to weight of engine, service and district on the minute basis, irrespective of time on road. Switching time to be continuous from the time work is begun until it is completed and train coupled together. This time not to be counted in computing road overtime; except that when the number of hours switching is not equal in money value to the sum of the money values of switching hours and road overtime hours, switching time shall not be paid for and the road overtime shall be calculated and paid for the same as if switching had not occurred.

The provisions of Section 5(a), Article 15, and the examples thereunder shall apply to this Article.

ARTICLE 6 1/2

LOGGING SERVICE

SECTION 1. Engineers assigned to Logging Service exclusively will be paid freight rates, according to weight of locomotive and district on which used; 100 miles, or less, eight hours, or less, to constitute a day; over 100 miles, pro rata. On runs of 100 miles or less overtime will begin at the expiration of eight hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12 1/2. Overtime shall be paid for on the minute basis, at an hourly rate, according to weight of engine or other power used. Time to be computed continuously from the time required to report for duty until released at home or district terminal.

SECTION 2. Assignments of engineers to Logging Service exclusively will be made by bulletining vacancies or new runs in accordance with rules in effect. Engineers to be assigned to one home terminal and may be run in and out of said home terminal during a day's work in Logging Service, without regard for rules defining the completion of trips.

SECTION 3. Engineers assigned to Logging Service exclusively and used in other service will be allowed a minimum of one hundred miles at the rate applying on the locomotive in the service and on the district where performed for each time so used. Time thus consumed to be excluded in computing overtime in Logging Service. Rules defining the completion of trip to govern for all service performed outside of the Logging Service assignments. (The first sentence of this paragraph is superseded by the More Than One Class of Road Service Award of Board of

Article 6 1/2

Arbitration No. 168 so long as the awarded rule remains in force and effect on this property.)

SECTION 4. Engineers assigned to Logging Service exclusively will be allowed one hundred miles at the rate applying on the locomotive on which last used for each calendar day of assignment on which no service is begun.

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ARTICLE 7

HELPER SERVICE

SECTION 1. (a) Engineers assigned to helper service exclusively will be assigned to one home terminal and shall be paid freight rates as specified in Sections 2, 3, and 5, Article 3, with a minimum as specified in Appendix "A."

1. **(b)** The time of an engineer assigned to helper service exclusively will commence at the time he is required to report for initial duty, and will conclude at the time the engine is placed on the designated track or relieved at his home terminal, or regular division terminal upon completion of final trip begun within eight hours from initial call. If used again on a trip which departs from home terminal or a regular division terminal, after the expiration of eight-hour helper day, he will begin a new day irrespective of dates.

1. **(c)** An engineer assigned to helper service exclusively will be allowed a minimum of 100 miles for the first eight hours or less; when the miles run exceed these limits, actual miles will be allowed. When mileage is 100 miles or less, overtime will begin at the expiration of eight hours; when mileage in excess of 100 miles is made, 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 an hourly rate of three-sixteenths of the daily rate according to weight of engine or other power used.

QUESTIONS AND ANSWERS WERE REVISED IN THE 1995 LOCAL AGREEMENT ARTICLE 19

Question and Answer (a) - BLANK - (1995 Local Agreement Article 19)

Question (b): After having made trip in helper service is again called and engineer released without service on second call before expiration of eight-hour helper day?

Answer (b): Call having occurred during period engineer under pay, and call annulled prior to expiration of eight-hour helper day, no additional compensation allowed.

Question and Answer (c) - BLANK - (1995 Local Agreement Article 19)

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Question (d): Engineer brought on duty for initial service 7:10 PM, performs service repairing engine and proceeds to point in yard, and call annulled 9:05 PM. Again brought on duty 1:30 AM, departs 2:30 AM in helper service, returns and released 10:35 AM? "

Answer (d): Engineer having performed service on first call his helper day begins at 7:10 PM, and having departed terminal on second call before expiration of eight-hour helper day, beginning at 7:10 PM, should be allowed minimum of 100 miles, and overtime at three-sixteenths daily rate, computed from 7:10 PM until released 10:35 AM.

Question and Answer (e) - BLANK - (1995 Local Agreement Article 19)

Question (f): Assigned helper engineer on duty, home terminal of helper assignment, 12:30 PM, performs helper service, arriving at district terminal 7:25 PM; later called to deadhead from district terminal to home terminal of helper assignment, departing district terminal deadhead 9:00 PM. How should he be compensated?

Answer (f): Deadhead movement from district terminal starting after expiration of eight-hour helper day should be paid for under Article 28, applying to deadhead service; however, if deadhead had begun before expiration of eight-hour period, same would have been paid as part of first eight-hour helper day under combination rule, Section 2, Article 5.

Question (g): Assigned helper engineer performs helper service and on returning to helper terminal tied up for rest prior to expiration of eight-hour helper day. How should he be compensated?

Answer (g): If such engineer is not needed for further service before expiration of eight-hour helper day, should be allowed a minimum day; however, if required for further service before expiration of first eight-hour helper day, and not available, account marking rest, should be paid only for actual time worked, miles or hours, whichever greater.

Question (h) : Engineers assigned to helper service called at their helper terminal in their order, first-in first-out, for initial service, as follows:

"A" 9:00 AM
"B" 10:30 AM
"C" 1:10 PM

All three engineers make trips in helper service and return to helper terminal. Call is placed for helper engineer for 4:10 PM and "C" is used. Is "A" entitled to runaround account not used on the 4:10 PM trip?

Deleted: Question (a): Engineer called and before starting service call is annulled? ¶

¶ Answer (a): Allow minimum of two hours "called and not used." ¶

¶ Question (b): After having made trip in helper service is again called and engineer released without service on second call before expiration of eight-hour helper day? ¶

¶ Answer (b): Call having occurred during period engineer under pay, and call annulled prior to expiration of eight-hour helper day, no additional compensation allowed. ¶

¶ Question (c): Engineer brought on duty 9:40 AM, returns from helper trip and released 4:05 PM; again called for 5:10 PM and call annulled at 6:20 PM? ¶

¶ Answer (c): Allow minimum of 100 miles and overtime at three- sixteenths daily rate, computed from 9:40 AM, until final release, 6:20 PM.

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Deleted: Question (e): Engineer called for certain time, and after coming on duty and without being released, time of departure is set back say two hours? ¶

¶ Answer (e): Time of trip should be computed from time reported for duty on first call.

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Answer (h): No; these engineers were called in turn for initial service and Company is privileged to use them as best suits the requirements of the service during the eight-hour helper day.

SECTION 2. (a) Engineers assigned to helper service exclusively when used for any service other than assignment, will be paid not less than 100 miles for each time so used, according to the rates and rules governing such service. Actual time in other service to be excluded in computing overtime in assigned service. (This Section 2(a) is superseded by the More Than One Class of Road Service Award of Board of Arbitration No. 168 so long as the awarded rule remains in effect on this property.)

2. **(b)** When engineers in assigned helper service are required to couple in and assist trains on account of road engine being disabled such work should be included in their regular helper assignment.

2. **(c)** If an engine is broken down and has to be cut out of train, or in case trains tie up under the law, assigned helper engineer used to handle such trains, would be considered outside of regular helper assignment.

SECTION 3. Engineers assigned to helper service exclusively shall be allowed 100 miles at the rate applying to locomotive last used for each date on which no helper service is begun, excepting where engineer asks for rest, the hours extending to 12 o'clock midnight, the call time to be included.

Question: Engineer called off extra board and deadheaded 8:30 AM to home terminal of helper assignment to fill vacancy in helper service during life of bulletin. Arrived helper terminal 11:30 AM and placed on helper board. Performed no service that date. How should he be compensated?

Answer: Should be paid for the deadhead service as per Article 28. If this compensation does not equal minimum of 100 miles, as specified in Section 3, this Article, the difference shall be made up.

Question: When an engineer is sent to relieve an engineer assigned to helper service at an Outside point, what position should he take on helper board?

Answer: Relieving engineer shall be placed in space of assigned engineer laying off as soon as he is available. If such space has reached first-out position before engineer is available for call, the space shall be maintained in first-out position and the relieving engineer placed thereon as soon as available.

SECTION 4. Other engineers will not be used in helper service until all regularly assigned helper engineers who are available have been used, it being understood that this

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will not apply to regular assigned helper engineers from other helper stations or road engineers double-heading through helper stations.

SECTION 5. Engineers assigned to helper service exclusively will be compensated for actual time consumed in initial or terminal switching per Article 15. This does not apply where helper engineer handles cars in Cutting helper engine in or out of train, as this is a part of helper service.

It is further understood that helper engineers will not be used in switching service when road engineers are available.

SECTION 6. Engineers will be notified by appropriate means when assignments held by them under Article 7 are canceled. An engineer thus losing his assignment will be allowed a minimum of 100 miles under Section 3, this Article, provided that he protected the assignment at the home terminal prior to and on the date of its cancellation, for a period of twelve (12) hours as follows:

(i) If the assigned engineer did not perform service paying a minimum of 100 miles chargeable to the date on which the assignment is canceled, prior to the time of its cancellation, the twelve (12) hours shall be computed from 12:01 AM of the date the assignment is canceled.

(ii) If the assigned engineer performed service paying a minimum of 100 miles chargeable to the date on which the assignment is canceled, prior to the time of its cancellation, the twelve (12) hours shall be computed from the time the engineer completed service at the home terminal of the helper assignment in connection with the last service performed by him chargeable to that date.

ARTICLE 8

WORK TRAIN SERVICE

SECTION 1. Engineers in work train service shall be paid through freight rates as specified in Sections 2 and 3, Article 3. One hundred miles or less, or eight hours or less, will constitute a day; over 100 miles pro rata. On runs of 100 miles or less overtime will begin at the expiration of eight hours; on runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12 1/2. Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to weight of engine or other power used. Time to begin when required to report for duty and to end when released at terminal or tie-up point.

SECTION 2. Engineers performing service enumerated will be paid miles or hours, whichever is the greater, in addition to work train day:

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(a) Handles light engine or engine and caboose from district terminal to outside point and goes into work train service, or handles light engine or engine and caboose from Outside point to district terminal on discontinuance of work train;

(b) Handles light engine or engine and caboose on completion of work train day from outside point to district terminal or other point for fuel, water, repairs, or other necessary attention to engine

(c) Handles light engine or engine and caboose from district terminal or other point after engine has been fueled, watered, repaired, or given other necessary attention, or handles engine to take the place of work train engine to point where work train service begins.

SECTION 3. (a) Should work train engineer perform any service out of terminal after being released as specified in Section 1, this Article, he shall begin a new day; time and mileage for subsequent service to be computed independently in accordance with the rules for class of service performed.

3. (b) When engineer is deadheaded to tie-up point of work train to fill vacancy on same and, or, on completion of day's work deadheads from tie-up point of work train to district terminal, he will be allowed deadhead mileage in accordance with Article 28, in addition to time allowed in work train service. Engineers deadheaded to an outside point to inaugurate service on an extra or unassigned work train, will be paid deadhead mileage under the provisions of Article 28, and will commence work train day at the time of arrival at such Outside point in deadhead service.

3. (c) An engineer laying off and reporting for duty, or an engineer making displacement, will, on his request be advised where work train is to tie-up on completion of day's work and will be permitted to assume duty at such tie-up point, provided the tie-up point can be determined sufficiently in advance.

SECTION 4. (a) On long haul work trains of 100 miles or over, in the aggregate, or work train is run over entire through freight district, engineer shall be paid full freight rates.

4. (b) When engineers who are assigned to regular runs or pooled service are used in work train service, they shall be paid full freight rates.

SECTION 5. Engineers held for work train service shall be allowed 100 miles at the minimum freight rate of the district for each day on which no service is begun, Sundays excepted when at division terminals, or at bulletined tie-up points.

SECTION 6. In all cases where full freight rates are mentioned, final terminal delays, overtime and mileage rates of a freight train shall apply.

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SECTION 7. Engineers in work train service will be run to a station where a place to eat and sleep at off shifts can be had, excepting where the railroad furnishes accommodations

SECTION 8. The bulletined tie-up point of engineers assigned to work train service will not be changed unless the work has progressed sufficiently to warrant a change, and such new bulletined tie-up point must be in excess of 25 miles from former bulletined tie-up point.

It is understood that where bulletined tie-up point is changed as above and the service required of the engineer is similar to that bid in by him, it will not be considered a new run, and will not be bulletined for seniority choice of engineers, and he will accept the provisions of Section 5, this Article, at such bulletined tie-up point. Bulletins changing tie-up points will read as follows:

"Effective Sunday (blank date) bulletined tie-up point for work train held by Engineer (blank) will be (blank) instead of (blank)."

SECTION 9. In construction of new lines forming a part of the Union Pacific, Western Lines, engineers in the Hub, or seniority zone of that part of a line where the new line diverges, will be given the right to bid for service in the Construction Department under the seniority rules governing. If no application is received the youngest engineer on the working list of that district will be assigned. Engineers assigned to such service will be compensated as to rates of pay and hours of service in accordance with agreement provisions. The working rules and conditions of the Construction Department will obtain.

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WRECKING SERVICE

Engineers in wrecking service shall be paid through freight rates as specified in Sections 2 and 3, Article 3. One hundred miles or less, or eight hours or less, will constitute a day; over 100 miles pro rata. On runs of 100 miles or less, overtime will begin at the expiration of eight hours; on runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12 1/2. Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to weight of engine or other power used. Time to be computed continuously from time required to report for duty at terminal until engineer reaches terminal, unless tied up under the law.

Question: How shall engineers be called for wrecking service?

Answer: When call is placed for wrecking outfit, engineer standing first-out and entitled to the work shall be called, except in cases where main track is blocked and to call engineer standing first-out would delay wrecker beyond time members of wrecking crew are ready to proceed; in such case, the Company will be

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privileged to use engineers who can be secured with the least possible delay, without runaround penalty.

ARTICLE 9

SNOW PLOW SERVICE

SECTION 1. (a) Engineers used in rotary snow plow service and engineers on engines pushing rotary or wedge plows, or in flagging service, shall be paid freight rates as per weight of engine and district, eight hours or less, 100 miles or less, constitute a day. 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 minute basis at an hourly rate of three-sixteenths of the daily rate, according to weight of engine or other power used. If used out of tie-up point or terminal after expiration of eight hours, will begin a new day.

NOTE: It is understood that engineers operating rotary will be paid same rate as engineer pushing rotary.

1. **(b)** Three (3) dollars will be added to the rate of pay determined by the weight on drivers (power driven wheels) of the diesel units providing tractive effort for the propulsion of the rotary itself for engineers who are required to operate electric rotary snowplow in snow service, which sum of three (3) dollars shall not hereafter be subject to any increase or decrease nor to any proportion or percent of any future increase or decrease in the rates of pay applicable to engineers in road service.

SECTION 2. Engineers held for snow service will be allowed 100 miles at the minimum freight rate of the district for each day on which no service is begun.

SECTION 3. (a) Engineers handling light engine and/or snow equipment from terminal to intermediate point for snow service and not definitely tied up, will be paid continuous time from time reporting for duty at terminal until finally tied up at tie-up point or district terminal, with a minimum of 100 miles.

3. **(b)** Engineers handling light engine and/or snow equipment from terminal to intermediate point for snow service and tie-up, will be paid as provided for in this Article, with a minimum of 100 miles. Such point will be regarded as the tie-up point in snow service until engineer is tied up at district terminal. New day will commence at tie-up point when engineer reports for service.

3. **(c)** Engineer may be relieved or released from duty under Section 3(a), but pay will continue until definitely notified that he is tied up as outlined in Section 3(b).

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SECTION 4. Engineers called to deadhead to an outside point for snow service will be paid continuous time from time called to report for duty until tied up after having performed snowplow service.

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ARTICLE 9 1/2

FIRE TRAIN SERVICE - SACRAMENTO DIVISION

- SECTION 1.** Engineers assigned to fire train service shall be paid through freight rates per day provided in Section 3, Article 3.
- SECTION 2.** Working hours will be from 6 AM to 2 PM; the engineer watching engine from 12 noon to 6 PM without regard to compensation defined in Section 4.
- SECTION 3.** Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to weight of engine or other power used.
- SECTION 4.** Service other than fire train service performed between the east and west mile boards of the station designated in bulletin of assignment as the home terminal of the fire train crew, will be computed separately on the minute basis, with a minimum of one hour, and paid for at one-eighth of the daily rate, such allowance to be made in addition to compensation provided for fire train service.
- SECTION 5.** When used beyond the mile boards, in other than fire train service, engineer will be compensated for the service performed at the rate and under the rules governing. Such allowances to be made in addition to compensation provided for fire train service.
- SECTION 6.** Engineers in fire train service used in flanger service will be paid for same in addition to compensation for fire train service.
- SECTION 7.** Engineers in fire train service called for such service before 6 AM or after 2 PM will be paid for such on overtime basis at three-sixteenths of the daily rate.
- SECTION 8.** An engineer assigned to fire train service and required to watch his engine between the hours of 6 PM and 10 AM shall be paid for the time consumed on the minute basis, at one eighth of the daily rate, with a minimum of one hour, same to be allowed in addition to compensation for fire train service.
- SECTION 9.** Engineers assigned to fire train service will be granted two days off per month with pay, provided that a full month's service has been rendered in the preceding month; for example: If engineer works the full month of June he will be given two days off in July with pay.
- SECTION 10.** Engineers assigned to fire train service who are required to perform work train service or make movements from fire train terminal to another point and return for purpose of securing water, fuel or other supplies used for commercial purposes or for use of contractors, will be considered as performing service not a part of fire train assignment, and a minimum of 100 miles will be allowed. This will not set aside or modify provisions of Section 4, or definition No. 2, this

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Article. (The first sentence of this paragraph is superseded by the More Than One Class of Road Service Award of Board of Arbitration No. 168 so long as the awarded rule remains in force and effect on this property.)

Engineers assigned to fire train service, who run their engines to some point for purpose of having engines given necessary attention and return with same engines or other engines for fire train use, will be considered as performing fire train service and compensated accordingly.

Engineers assigned to fire train service who are required to make movement to some point to replenish oil, water, or other necessary supplies, except as provided by paragraph 1, will be considered as performing fire train service and compensated accordingly.

Engineers who handle fire train engine, or engine with fire train equipment and/or caboose from fire train terminal to district terminal on discontinuance of fire train service, or from district terminal to fire train terminal on inauguration of fire train service, will be paid miles or hours, whichever is the greater, for such movements, in addition to fire train day provided, however, if such movement is started before or after fire train working hours, a minimum of 100 miles will be allowed.

SECTION 11. Definition of fire train service:

1. Going to and returning from fire.
2. Time consumed at fire.

NOTE: In connection with definition No. 2, it is understood whatever duties have been performed in the past at fire and paid for as fire train service will govern in the future.

3. Sprinkling sheds.
4. Supplying quarters used by fire train crews with water.
5. Supplying section quarters at Andover with water.
6. Supplying locomotives with water when engines run short of water account mechanical defects, derailments, wrecks, track obstructions, defects, or shortage in station supply tanks occurring after crews depart from terminal.

NOTE: The first Article 9 1/2 (Fire Train Service) provides compensation and rules governing work performed at terminals, provisions of Section 7, Article 8, will not apply to this service.

ARTICLE 10

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Article 11

ARTICLE 11

YARD SERVICE

SECTION 1. (a) The minimum rate of wage per day shall be as specified in Appendix "A."

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

1. **(b)** Eight hours or less shall constitute a day's work, overtime to be paid on minute basis at one and one-half times the hourly rate, according to weight of engine. Time to begin when required to report for duty and to end at time engine is placed on designated track or engineer is released. Where engineers are required to register on and off duty, the time required to perform such service shall be construed to mean time on duty.
1. **(c)** Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate. In the application of this rule the following shall govern:

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

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

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

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

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

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

Should engineer be held on duty account failure of relief engineer to report at time specified, he will be paid on basis of time and one-half overtime until relieved from duty.

If engineer is held on duty beyond regular hours of assignment account of Company not furnishing relief, he will be paid a minimum of eight hours at time and one-half.

NOTE: An engineer sent to an outside point where extra list is not maintained to relieve engineer holding regular assignment in yard service, and during period relieving regularly assigned engineer is used on second shift within a twenty-four hour period, will be allowed time and one-half for service on second shift.

Question 90:

What compensation should be allowed for additional service where engineer is regularly assigned to work 12 Midnight to 8 AM and (service performed and not affected by exceptions outlined in this rule):

- (a) Is required to cover the third shift on the same day--4 PM to 12 Midnight?
- (b) Is required in an emergency to work 8:30 AM until 11.30 AM?
- (c) Is required in an emergency to work 8 PM to 12 Midnight (4 hours) on the same day?
- (d) Is given 48 hours' notice and assignment is moved up an hour, starting at 11 PM and being relieved at 7 AM and consequently in the 24-hour period works 9 hours, but not more than 8 hours on a shift?

Decision:

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

Question 92:

Article 11

What compensation should be allowed an extra man who is called and at 4 AM relieves a regular man, who is covering an assignment 12 Midnight to 8 AM and the assignment works until 9 AM?

Regular engineer working four hours?

Extra engineer working five hours?

Remainder of crew working nine hours?

Decision: Extra man will receive a minimum day only.

Question 94:

If a yard crew was assigned for 10 hours and for some reason was relieved at the expiration of 8 hours, what number of hours is to be allowed?

Decision: A minimum of 8 hours. Assignments should be for 8 hours and time worked in excess thereof should be paid as overtime.

1. (d) Engineers shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew.

1. (e) Engineers will be allowed 20 minutes for lunch between 4 1/2 and 6 hours after starting work without deduction of pay.

Yard engineers will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefor.

NOTE: Engineer is not relieved of care of engine during lunch period.

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

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

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

1. (g) Regularly assigned yard engineers shall each have a fixed starting time and the starting time of an engineer will not be changed without at least 48 hours' advance notice. Practices as to handling of transfer crews are not affected by this section.

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- 1. (h)** Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 AM and 8 AM; the second 2:30 PM and 4 PM; and the third 10:30 PM and 12 Midnight.
- 1. (i)** Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Section 1(h).
- 1. (j)** Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 AM and 10 AM, and the second not later than 10:30 PM.
- 1. (k)** Where an independent assignment is worked regularly or at points where only one yard crew is regularly employed, it can be started at any time, subject to Section 1(g).

Where mutually agreeable on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided.

- 1. (l)** A designated point will be established for engineers coming on and going off duty. The on-duty point and the off-duty point shall be the same unless by written agreement between the Superintendent and Local Chairman, Brotherhood of Locomotive Engineers, a different on-duty point and off-duty point is provided for. The on- and off-duty point or points for engineers may be different than for yardmen. Before the on-duty point or the off-duty point is changed, forty-eight hours' advance notice will be given. Extra engineers will be notified when called the point at which required to report for duty.
- 1. (m)** The point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that engineers will report at the hump, others report at yard office, others at engine houses or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.
- 1. (n)** The foregoing paragraphs will also apply to engineers called or used in extra yard service.

SECTION 2. (a) All new or vacant assignments, or when the starting time of any assignment is changed, or when 48 hours' notice is given changing the on- or off-duty points, shall be bulletined for seniority choice of engineers in accordance with Section 10, Article 32. Bulletin to show time and place engineers shall report for duty.

EXTRA YARD ENGINES

- 2. (b)** If an extra yard engine works for six days within seven, viz.:

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Starting at various times between 6:30 AM and 2:29 PM, compensate as follows:
Starting between 6:30 AM and 8 AM, compensate on basis of actual starting time;
starting between 8 AM and 2:29 PM, compensate one (1) day at straight time rate up to 4 PM; all time worked subsequent to 4 PM to be paid for at the rate of time and one-half on actual minute basis.

Starting at various times between 2:30 PM and 10:29 PM, compensate as follows:
Starting between 2:30 PM and 4 PM, compensate on basis of actual starting time;
starting between 4 PM and 10:29 PM, compensate one (1) day at straight time rate up to 12 Midnight; all time worked subsequent to 12 Midnight to be paid for at the rate of time and one-half on actual minute basis.

Starting at various times between 10:30 PM and 6:29 AM, compensate as follows:
Starting between 10:30 PM and 12 Midnight, compensate on basis of actual starting time; starting between 12 Midnight and 6:29 AM, compensate one (1) day at straight time rate up to 8 AM; all time worked subsequent to 8 AM to be paid for at the rate of time and one-half on actual minute basis.

The following examples (1), (2), and (3) are illustrative of the principles to govern in the application of this section, viz.:

(1) Extra engines started- -

1st day.....	6:30 AM
2nd day.....	7:59 AM
3rd day.....	7:30 AM
4th day.....	7:45 AM
5th day.....	6:30 AM
6th day.....	7:59 AM

compensated on basis of actual starting time.

(2) Extra engines started--

1st day.....	6:30 AM
2nd day.....	9:00 AM
3rd day.....	7:30 AM
4th day.....	7:45 AM
5th day.....	2:00 PM
6th day.....	7:59 AM

In this case engineers starting at 9 AM on the second day and at 2 PM on the fifth day, to be paid one (1)day at straight time rate up to 4 PM; all time worked subsequent to 4 PM to be - paid for at the rate of time and one- half on the actual minute basis. Compensate on 1st, 3rd, 4th, and 6th days on basis of actual starting time.

(3) Extra engines started--

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1st day.....	6:30 AM
2nd day.....	7:30 AM
3rd day.....	8:00 AM
4th day.....	7:45 AM
6th day.....	7:30 AM
7th day.....	9:00 AM

Compensate engineers starting 1st, 2nd, 3rd, 4th, and 6th day on basis of actual starting time. Compensate engineers starting on 7th day, one (1) day at straight time rate up to 4 PM; all time worked subsequent to 4 PM to be paid for at the rate of time and one-half on actual minute basis.

2. (c) If in addition to an extra yard engine working six (6) days, as described in Section 2(b), an additional extra yard engine is working for less than six (6) days within seven (7) starting at or between 6:30 AM and 2:29 PM; at or between 2:30 PM and 10:29 PM, and at or between 10:30 PM and 6:29 AM, engineer working on the additional extra yard engine will be compensated on the basis of actual starting time.

2. (d) In the application of this Agreement, after an extra yard engine has worked five (5) days, starting at or between 6:30 AM and 2:29 PM, if it is to continue working within the next three (3) days, starting at or between 6:30 AM and 2:29 PM, it shall be bulletined. The same principle will apply to extra yard engines starting at or between 2:30 PM and 10:29 PM, likewise to those starting at or between 10:30 PM and 6:29 AM. Nothing in this Agreement shall be construed as prohibiting the bulletining of additional yard assignments as of the date assignment is established.

2. (e) Extra yard engines working less than six (6) days within seven (7), the engineers will be compensated on the basis of actual starting time.

SECTION 3. (a) Where regularly assigned to perform service within switching limits, yard engineers shall not be used in road service when road engineers are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, engineers shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of Service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

ROAD-YARD SERVICE ZONES, Yard Crews
(Arbitration Award 458, Article VIII, Section 2)

3. (b) Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:

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

¶ (1) Road-yard service zones for purposes of this section are limited to a distance not to exceed 15 miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on July 26, 1978, except where the parties on individual properties may agree otherwise. ¶

¶ (2) Within road-yard service zones, yard engine crews may be used to handle disabled road trains or those tied-up under the Hours of service Act outside their final terminal without penalty to road crews. For such service yard engine crews shall be paid miles or hours, whichever is the greater with a minimum of 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. ¶

¶ (3) Nothing in Section 3(b) 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 July 26, 1978. ¶

¶ (4) Time consumed by yard engine crews in road-yard service zones established under this Section will not be subject to equalization as between road and yard service crews and/or employees. ¶

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(i) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.

(ii) Complete the work that would normally be handled by the crew 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.

NOTE: For performing the service provided in (a)(i) and (ii) 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 time consumed outside of switching limits. Such payments are limited to employees whose seniority date in engine or train service precedes November 1, 1985 and is not subject to general or other wage increases.

(iii) 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.

(iv) 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 July 26, 1978, except by mutual agreement.

(v) Yard crews may perform hostling work without additional payment or penalty.

YARD SWITCHING LIMITS

3. (c) Except as provided below, location of yard limit boards established as of December 20, 1933, will define switching limits. When the Company considers it advisable to change existing switching limits it shall give notice in writing to the General Chairman of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The Company and the General Chairman shall, within 30 days, endeavor to negotiate an understanding.

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If the carrier and General Chairman cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act within 60 days following the date of the last conference. The Company shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman shall designate the exact questions or conditions he desires to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration. The decision of the arbitration board will be made within 30 days after the board is created, unless the parties agree at anytime upon an extension of this period. The award of the board shall be final and binding on the parties and shall be effective thereafter upon 7 days notice by the Company.

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

3. (d) Engineers in yard service required, during their tour of duty, to perform yard service beyond the location of yard limit boards as they stood January 1, 1926, and within the location of the yard limit boards as of December 20, 1933, will be allowed the amount specified in Appendix "A" to be added to the current rate of pay applicable to the engine used. This will include engineers, yard service, Tracy, performing service at Banta. The amount above referred to is subject to future wage adjustments.

This Section is not disturbed by Award of Arbitration Board No. 356 of January 7, 1977.

3. (e) Engineers in yard service at Sparks, who are required to go to Reno, within Sparks yard limits, will be compensated as set forth in Section 3(d), this Article.

3. (f) ~~BLANK~~

Deleted: Engineers in yard service at Roseville, who are required to make trip Roseville to Rocklin, will be compensated as set forth in Section 3(d), this Article.

3. (g) Locations where yard limit boards stood January 1, 1926, will be definitely determined and designated by an appropriate signboard or stake.

3. (h) It is understood switching limits may be contracted.

(i) Nothing in this agreement will restrict the extension of sidings or other tracks to properly serve present industries or to give better protection to trains entering yards; neither will it restrict the extension or enlargement of train yards.

SECTION 4. (a) An engineer operating in other than extra or assigned yard service required to perform yard service at any point where yard engines are employed shall be allowed the yard or freight rate, whichever is the greater, with a minimum of one day.

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ROAD/YARD MOVEMENTS

ROAD CREWS

(1986 Arbitration Award 458, Article VIII, Section 1)

4. (b) Road crews may perform the following work in connection with their own trains without additional compensation:

4. (b) (1) 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.

4. (b) (2) Make up to 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.

4. (b) (3) 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.

4. (b) (4) Perform switching within switching limits at times no yard crew is on duty. On carriers on which the provisions 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 in engine or train service precedes the date of this Agreement and such allowances are not subject to general or other wage increases.

4. (b) (4.5) 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.

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

4. (b) (5) Set out defective or bad order cars in its own train.

Deleted: (b) A road freight engine crew may be required to perform the following work in connection with its own train at points where yard crews or hostlers are employed:¶

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

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

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

¶ (4) All movements referred to in paragraphs (1), (2) and (3) above, including picking up train to commence out-bound trip at initial terminal and final yarding of train at final terminal shall be confined to straight pick ups and set outs not involving the handling of cars not in its train or to be placed in its train, and the minimum number of tracks will be used provided that the carrier shall have the right to select the tracks used, and provided further that where it is necessary to use more than one such track to hold the cars it is not required that any track be filled to capacity. ¶

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4. (b) (6) Handle engine and caboose in connection with its own train as follows:

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

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

NOTE: The foregoing provisions of this subsection shall not be construed to change existing rules covering the preparation or laying up of locomotives.

4. (b) (7) Exchange engine and caboose of its own train.

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

4. (c) (1) Receive its over-the-road train from a connecting carrier or deliver its over-the-road train to a connecting carrier with or without the motive power and/or caboose, provided such train is a solid train and moves from one carrier to another intact, and further provided, that such movements are confined to tracks on which the carrier now has the right to operate with road, yard or transfer engine crews. The acceptance of a solid train from a connecting carrier shall be considered a pick up, either the original pick up to commence outbound trip or the additional pick up, as provided for under item 1, Section 4(b) of this Article. A road freight engine crew performing interchange movements may only deliver its over-the-road train to the connecting carrier, and shall not be required to make any set outs at its final terminal.

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

4. (c) (2) When a road freight engine crew engaged in a solid train movement referred to in (1) above is not required to receive its motive power at its on-duty point, or deliver same to its off-duty point, the carrier shall

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¶
(5) Set out defective or bad order cars in its own train. ¶
(6) Handle engine and caboose in connection with its own train as follows: ¶
¶
Initial Terminal: Take charge of its engine (units) to be used in its train at the engine house or ready track and handle the engine (units) including all units connected to the operating unit or units) to the departure track; handle its caboose car and connect it to its own train, except that the crew will not be required to switch out its caboose from the caboose or lay-up track. ¶
¶
Final Terminal: Handle a caboose car of its own train to the caboose or lay-up track and/or couple its own caboose to another outbound train; deliver all units connected to the operating unit or units to the engine house facilities or lay-up track. ¶
¶
NOTE: The foregoing provisions of this subsection shall not be construed to change existing rules covering the preparation or laying up of locomotives. ¶
¶
(7) Exchange engine and caboose of its own train.

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authorize and provide suitable transportation for the engine crew from its on, or to its off-duty point.

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

4. (c) (3) Crews engaged in solid train movements referred to in paragraph (1) above will not have their on or off- duty points changed by reason of such movements, except by agreement.

4. (c) (4) (Road Yard Work PEB 219 Article VIII)

Deleted: ¶

(a) Pursuant to the new road/yard provisions contained in the recommendations of Presidential Emergency Board No. 219, as clarified, a road crew may perform in connection with its own train without additional compensation one move in addition to those permitted by previous agreements at each of the above (a) initial terminal, (b) intermediate points, and (c) final terminal. Each of the moves - those previously allowed plus the new ones - may be any one of those prescribed by the Presidential Emergency Board: pick-ups, set-outs, getting or leaving the train on multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries.

(b) The switching allowances referred to in ~~Article VIII, Section 1(d)~~ Article 11, Section 4-b-(4) of the May 19, 1986 Award of Arbitration Board No. 458 shall continue with respect to employees whose seniority in engine or train service precedes May 19, 1986 and such allowances are not subject to general or other wage increases.

(c) The crew of an over-the-road solid run-through train may perform one move as prescribed, in addition to delivering and/or receiving their train in interchange.

Protection

(d) Employees adversely affected by the provisions of Section 1 of this Article shall receive the protection afforded by Article I (except Section 4) of the New York Cock Protective Conditions (Appendix III, F.D. 28250).

(e) Where employees of terminal companies are affected by the additional relief granted carriers by the provisions of Section 1 of this Article, rosters shall be topped and bottomed on the appropriate roster of each owning line, maintaining prior rights. The carrier and employee

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representatives shall agree upon a method to top and bottom rosters, as provided above, to protect the seniority interests of affected terminal company employees.

PEB 219 Side Letter Number 9, July 29, 1991

This confirms our discussions with respect to Article 11 4 c (a) - Road/Yard Work of this Implementing Document.

It is understood that, except as modified in Section 1 (c) of Article VIII, such Article does not change, alter or amend existing interpretations regarding over-the-road solid run through train operations.

Questions and Answers

(PEB 219 Article VIII - Road/Yard Work, Illustrative Road/Yard Questions and Answers)

Q1: A road crew at its final terminal delivers cars in interchange and picks up from the same foreign carrier before yarding his train. How many moves are involved?

A: Two, the delivery is one move and the pick up the second.

Q2: A road crew at its initial terminal is required to get its train from three tracks in the same location, where one track would have held the entire pick up. How many moves are involved?

A: One.

Q3: A road crew arrives at its final terminal with four blocks of cars all for foreign carriers. How many deliveries may the road crew make?

A: Three in addition to yarding their train at final terminal.

Q4: What is meant by "multiple tracks"?

A: "Multiple tracks" are more tracks than the minimum number required to hold the cars in question.

Q5: A road crew at its final terminal picks up twenty cars at Yard A, delivers 40 different cars to a foreign carrier then yards its train including the twenty cars picked up at Yard A on multiple tracks in Yard B. How many moves have been made?

A: Three.

Q6: Can a road crew set out in its final terminal and thereafter effect an interchange?

A: Yes.

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Q7: Can a road crew (other than an over-the-road solid run through train) when making an interchange delivery or setting out at other than its final yard use multiple tracks to effectuate the move?

A: No. The application of the multiple track move is limited to where the road crew receives its train at the initial terminal and yards its train at the final terminal.

Q8: Railroad A has Railroad B do its switching at City X. What may Railroad A's road crews do at City X?

A: Railroad A's crews may do the same things as any other road crews.

Q9: A road crew at its initial terminal is required to get its train from three tracks because three tracks were required to hold the entire train. Is this considered a move?

A: No. This is a proper double over and does not count as one of the three additional moves permitted.

Q10: The carrier chooses to have a road crew get or leave its train on multiple tracks where a minimum number of tracks were available to hold the train and could have been used. Does this constitute a move so as to permit the road crew two additional moves at the initial or final terminal yard?

A: Yes. The use of multiple tracks is one of the allowable moves.

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

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

- 4. (e)** When work is performed by a road freight engine crew, as provided in Sections 4(a) and (b) of this Article such work shall be considered as part of its road trip, and additional compensation for such work shall not be paid under either road, yard or hostling rules or regulations. Provided further, however, that rules or regulations which now provide for payments to road crews for performing work in excess of, or other than that enumerated herein, will not be affected by the provisions of this Article.

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

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- 4. (f) When a road crew performs work as provided herein, neither engine crews nor hostlers shall be entitled to any penalty pay or other compensation. There will be no change in work permitted or in the compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.
- 4. (g) The foregoing provisions of this Article are not intended to impose restrictions with respect to any operation where restrictions did not exist prior to May 13, 1971.
- 4. (h) Every employee deprived of employment as the direct or indirect application of the foregoing provisions shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936, except that the 60% of the average monthly compensation will be changed to 100% (less earnings in outside employment) and be extended to provide periods of payment equivalent to length of service not to exceed 5 years, and to provide further that allowances in Section 7(a) be increased by subsequent general wage increases.

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

SECTION 4.1 INCIDENTAL WORK (Arbitration Award 458, Article VIII, Section 3)
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:

- (a) Handle switches
- (b) Move, turn, spot and fuel locomotives
- (c) Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts.
- (d) Inspect locomotives
- (e) Start or shutdown locomotives
- (f) Make head-end air tests
- (g) Prepare reports while under pay
- (h) Use communication devices; copy and handle train orders, clearances and/or other messages.
- (i) Any duties formerly performed by firemen.

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NOTE 1: This confirms the understanding that the provisions concerning incidental work, are intended to remove any existing restrictions upon the use of employees represented by the BLE to perform the described categories of work and to remove any existing requirements that such employees, if used to perform the work, be paid an arbitrary or penalty amount over and above the normal compensation for their assignment. Such provisions are not intended to infringe upon the work rights of another craft as established on any railroad.

It is further understood that paragraphs (a) and (c) of incidental work do not contemplate that the engineer will perform such incidental work when other members of the crew are present and available. (Arbitration Award 458, Side Letter #7)

NOTE 2: It was understood that the reference to moving, turning, spotting and fueling locomotives contained in Section 3(b) includes the assembling of locomotive power, such as rearranging, increasing or decreasing the locomotive consist. It is not contemplated that an engineer will be required to place fuel oil or other supplies on a locomotive if another qualified employee is available for that purpose. (Arbitration Award 458, Side Letter #8)

Construction of Article
(Arbitration Award 458, Article VIII, Section 4)

SECTION 4.2 Nothing in this Article 3(b), 4(b), and 4.1 is intended to restrict any of the existing rights prior to June 1, 1986 of the carrier.

SECTION 5. Blank

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SECTION 6. (a) Engineers in yard service under this Article who during the course of their duty perform maintenance of way work or engage in wrecking service with all or a part of relief outfit within yard limits will be paid freight rates provided in Section 2, Article 3, or yard rate, whichever is the higher, for the combination service performed for the entire day's service.

6. (b) The following will not constitute maintenance of way work under Section 6(a) of this Article, when performed within yard and switching limits by engineers in yard service:

Switching maintenance of way and construction equipment in the course of yard Switching and making up trains.

Moving maintenance of way and construction equipment from one point to another point.

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Moving maintenance of way and construction equipment from one point to another point for storing, repairs, fueling, or supplying such equipment with water and supplies.

Spotting of maintenance of way and construction equipment for loading or unloading when engineer is not held with the equipment during process of loading or unloading.

GUARANTEE

- 6. (c)** Yard assignments will not be canceled unless it is known in advance that same will be discontinued for a period of three calendar days or more, which three days shall include the bulletined layover day.

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

Engineers assigned to a regular or regular relief assignment in yard service who are ready for service and do not lay off of their own accord will be guaranteed not less than five days per week. In computing weekly guarantee, the week will begin on the first day on which the assignment is bulletined to work following regular days off. On assignments on which regular days off are not consecutive, bulletin of assignment shall specify the day of the week to be considered as the first day of the work week.

In making up guarantee, time so allowed will be paid at rate applying on the locomotive on which last used.

In cases where an extra engineer is sent to an outside point, where extra list is not maintained, to fill vacancy on regular assignment in yard service, guarantee will apply to such extra engineer during period he is filling such vacancy. However, at points where extra list is maintained and vacancy is being filled from such extra list, as per Section 3(a), Article 30 holiday or other day not worked during period extra engineers filling vacancy would not be paid.

NOTE: Engineer deadheading before or after performing extra yard service will be paid for such deadhead under Article 28.

BELT LINE AND TRANSFER SERVICE

SECTION 7. (a) Whenever such service is established a differential will be considered.

7. (b) INTERCHANGE SERVICE

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7. (b)(1) Where a carrier has the right to make interchange movements with yard, belt line or transfer engine crews, such crews may be required to handle interchange movements to and from a connecting carrier without being required to run light in either direction.

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

7. (b)(2) Work equities between carriers previously established by agreement, decision or practice, will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

7. (b)(3) Where a carrier does not now have the right to designate additional interchange tracks it may designate such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins designating additional interchange tracks hereunder will be furnished the General Chairman or General Chairmen involved prior to the effective date.

7. (b)(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,

7. (b)(5) The foregoing provisions are not intended to impose restrictions with respect to interchange operations where restrictions did not exist prior to the date of May 13, 1971.

7. (b)(6) Every employee deprived of employment as the direct or indirect application of the foregoing provisions shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936, except that the 60% of the average monthly

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compensation will be changed to 100k (less earnings in outside employment) and be extended to provide periods of payment equivalent to length of" service not to exceed 5 years, and to provide further that allowances in Section 7(a) be increased by subsequent general wage

SHOP YARD SERVICE

SECTION 8. (a) Employees who are assigned to and operate shop yard engines, will be paid the yard rates of wages and operated under the yard service rules as are specified in Supplement Number 15 to General Order Number 27.

8. (b) Vacancies and new positions will be filled from the seniority roster of the engineers.

8. (c) Rates of wages that are higher or rules for overtime that are more favorable to the employees than those hereby established, shall be preserved.

8. (d) The provisions of Section 6(c), this Article (guarantee) will apply to engineers assigned to shop yard service.

SWITCHING SERVICE FOR NEW INDUSTRIES

SECTION 9. (a) Where, after the effective date of the May 23, 1952 Agreement, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with either roadmen or yardmen, or both, without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four (4) miles from the switching limits. Other industries located between the switching limits and such new industries may also be served by either road or yard men without additional compensation or penalties therefor to road or yard men, where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

9. (b) When service is performed Outside of switching limits by yard men under the above provisions, the yard engineer or yard engineers involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industries in accordance with this rule and a statement of such time shall be furnished the BLE General Chairman or General Chairmen representing yard and road engineers by the curler each month. The BLE General Chairman or General Chairmen involved may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road engineers from the seniority zone on

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which the industries are located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employee representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

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

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

10-MILE ROAD-YARD SERVICE ZONES

SECTION 10. At points where yard crews are employed, combination road- yard service zones may be established within which yard engine crews may be used to perform specified service outside of switching limits under the following conditions:

(1) Road-yard service zones for industrial switching purposes are limited to a distance not to exceed 10 miles, or the entrance switch to the last industry, whichever is the lesser. The distances referred to herein are to be computed from the switching limits existing on July 26, 1978, except where the parties on individual properties may agree otherwise.

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

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

(3) The use of yard engine 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.

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(4) Nothing in this Section is intended to impose restrictions with respect to any operation where restrictions did not exist prior to July 26, 1978.

(5) Time consumed by yard engine crews in road-yard service zones established under this Section will not be subject to equalization as between road and yard service crews and/or employees.

ENHANCED CUSTOMER SERVICE
(1996 UP National Agreement Article IX)

SECTION 11. Special Relief, Customer Service - Yard Crews of the 1991 National Implementing Document is amended to read as follows and furthermore shall be applicable to all carriers party to this Agreement:

11. § 1 (a) When an individual carrier has a customer request for particularized handling that would provide more efficient service, or can show a need for relaxation of certain specific work rules to attract or retain a customer, such service may be instituted on an experimental basis for a six-month period.

11. § 1 (b) Prior to implementing such service, the carrier will extend seven (7) days advance notice where practicable but in no event less than forty-eight (48) hours' advance notice to the General Chairman of the employees involved. Such notice will include an explanation of the need to provide the service, a description of the service, and a description of the work rules that may require relaxation for implementation. Relaxation of work rules that may be required under this Article shall be limited to: starting times, yard limits, calling rules, on/off duty points, seniority boundaries, and class of service restrictions.

11. § 1 (c) A Joint Committee, comprised of an equal number of carrier representatives and organization representatives, shall determine whether a need exists, as provided in paragraph (a), to provide the service. If the Joint Committee has not made its determination by the end of the advance notice period referenced in paragraph (b), it shall be deemed to be deadlocked, and the service will be allowed on an experimental basis for a six-month period. If, after the six-months has expired, the organization members of the Joint Committee continue to object, the matter shall be referred to arbitration.

11. § 1 (d) If the parties are unable to agree upon an arbitrator within seven days of the date of the request for arbitration, either party may request the National Mediation Board to provide a list of five potential arbitrators, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be borne equally by the parties.

~~**SPECIAL RELIEF
CUSTOMER SERVICE YARD
CREWS**~~
~~(PEB 219 Article IX)~~

~~¶ Section 11 -- (a) When an individual carrier can show a bona fide need to obtain or retain a customer by servicing that shipper outside of the existing work rules related to starting times and yard limits for yard crews, such service may be instituted on an experimental basis for a six-month period. ¶~~

~~¶ (b) Prior to implementing such service, the carrier will extend at least 14 days' advance written notice to the General Chairman of the employees involved. The notice will include an explanation of the bona fide need to provide the service, a description of the service, and a listing of the work rules related to starting times and yard limits for yard crews which are at variance with existing agreements. ¶~~

~~¶ (c) A Joint Committee, comprised of an equal number of carrier representatives and organization representatives, shall be constituted to determine whether a bona fide need exists to provide the service. If the Joint Committee has not made its determination by the end of the 14 day advance notice period referenced in Paragraph (b), it shall be deemed to be deadlocked, and the service will be allowed on an experimental basis for a six-month period. If, after the six months have expired, the organization members of the Joint Committee continue to object, the matter shall be referred to arbitration. ¶~~

~~¶ (d) If the parties are unable to agree upon an arbitrator within seven days of the date of the request for arbitration, either party may request the National Mediation Board to appoint an arbitrator. The fees and expenses of the arbitrator will be shared equally by the parties. ¶~~

~~¶ (e) The determination of the arbitrator shall be limited to whether the carrier has shown a bona fide need to provide the service requested or can provide the service without a special exception to the existing work rules related to starting times and yard limits for yard crews being made at a comparable cost to the carrier. ¶~~

~~¶ Nothing in this Article is intended to restrict any of the existing rights of a carrier. ¶~~

~~¶ This Article shall become effective November 17, 1991 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. ¶~~

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11. § 1 (e) The determination of the arbitrator shall be limited to whether the carrier has shown a bona fide need to provide the service requested or can provide the service without a special exception to existing work rules being made at a comparable cost to the carrier. If the arbitrator determines that this standard has not been met, the arbitrator shall have the discretion to award compensation for all wages and benefits lost by an employee as a result of the carrier's implementation of its proposal. 11. § 2 This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier.

1996 UP National Agreement Side Letter number 9, May 31, 1996

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¶

This confirms our understanding regarding Article IX -Enhanced Customer Service of the Agreement of this date.

In recent years the rail freight sector of the transportation market place has taken steps toward a more competitive discipline which, if successful, could point the rail industry toward more growth. The parties to this Agreement are intent on nurturing these improvements. In this respect we mutually recognize that an important reason underlying the recent improvement has been enhanced focus on customer needs and improved service as the framework for working conditions. Increased employee productivity and more immediate responses to customer needs by railroad employees at all levels have been and will continue to be at the very heart of this effort.

In order to continue these recent improvements, the parties intend to respond to customers' needs with even greater efforts. In Article IX, we have developed a framework for achieving our mutual goal of retaining existing customers and attracting new business by providing more efficient and expedient service, including relaxation of work rules specified therein where and to the extent necessary for those purposes. We are also in accord that these undertakings should appropriately recognize the interests of affected employees in fair and equitable working conditions.

This will confirm our understanding that the NCCC Chairman and the BLE President shall promptly confer on any carrier proposal under Article IX that the BLE President deems to be egregiously inconsistent with our mutual intent. Such proposal shall be held in abeyance pending conference and shall not be implemented until adjusted by agreement of the parties or, absent such agreement, resolved by expedited, party paid arbitration as set forth in the attachment hereto.

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Q and A's ENHANCED CUSTOMER SERVICE
(1996 UP National Agreement, Q and A's Article IX)

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Q-1: What is the intent of the parties with respect to the provision in paragraph (b) which states "... the Carrier will extend seven (7) days advance notice where practicable but in no event less than forty-eight (48) hours advance notice..."?

A-1: The intent was for the Carriers to routinely give as much advance notice as possible to the involved BLE General Chairmen(s) prior to implementation of the proposed service under paragraph (a).

Q-2: Should the Carrier notify the General Chairmen(s) in writing when and where it intends to establish such service and identify the involved customer?

A-2: Yes, and such notification should include the specific rule(s) where relief or relaxation is requested.

Q-3: What will prevent the Carrier from routinely furnishing the minimum notice under the rule, i.e., 48 hours, prior to implementing the desired service?

A-3: The intent was for the Carriers to routinely give as much advance notice as possible to the involved BLE General Chairmen(s) prior to implementation of the proposed service under paragraph (a).

Q-4: Is it the intent of the parties that the Joint Committee referred to in paragraph (c) will be established and meet at the location where the proposed service is to be implemented?

A-4: The Committee will confer by whatever means are appropriate and practical to the circumstances, including telephonically.

Q-5: Can the Carrier require a yard crew from one seniority zone to meet the service requirements of a customer if such customer is located in road territory in another seniority zone on that Carrier within the combination road-yard service zone?

A-5: The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.

Q-6: Does this rule permit the use of road crews to perform customer service within switching limits?

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A-6: The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.

Q-7: Can the Carrier be considered a customer in the application of this rule?

A-7: The word "customer", as used in paragraph (a), was not meant to apply to the Carrier.

Q-8: Is there any limitation as to the number of miles a yard crew may be required to travel in road territory in order to provide the customer service contemplated by this rule?

A-8: Yes. Yard crews are limited to the minimum number of miles necessary to accomplish the service consistent with the spirit and intent of the parties.

Q-9: Where customer service can be accomplished by a road crew, is the Carrier within the intent of the rule to establish the use of a yard crew to perform this work?

A-9: The Carrier's use of yard crews must meet the requirements of the rule.

Q-10: Does this Article IX supersede the Road/Yard Service zone established under Article VIII, Section 2(a)(iii) of the May 19, 1986 National Agreement or the agreed upon interpretations pertaining thereto?

A-10: No, this Article amends Article IX - Special Relief, Customer Service - Yard Crews of the BLE Implementing Document of November 7, 1991.

Q-11: Does Article IX contemplate the use of yard crews from one seniority zone or Carrier to perform service for a customer which is located on the line of another Carrier?

A-11: It is not the intent of the rule to permit yard crews from one Carrier to substitute for yard crews of another unrelated Carrier.

Q-12: Are any employee protective provisions applicable to employees adversely affected by the institution of service under Article IX?

A-12: As set forth in paragraph (e).

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Q-13: Does Article IX contemplate the establishment of split-shifts in yard service?

A-13: No.

Q-14: Paragraph (e) requires that the Carrier show a “bona fide” need for the rule relief requested or that it cannot provide the service at a “Comparable Cost” under the existing rules. Will the Carriers burden of proof in this regard be met simply by showing that the customer service can be accomplished at a reduced cost?

A-14: No, a carrier will also have to demonstrate compliance with Section 1(a).

Q-15: If a yard crew is providing particularized service to a customer under this rule, may the Carrier properly require the yard crew to provide service to other industries located in the area or along the line?

A-15: The carrier’s rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.

Q-16: May the Carrier use a road crew to provide service to a customer within the switching limits of a terminal?

A-16: The carrier’s rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.

Q-17: Will a yard crew used in accordance with this Article have its work confined solely to meet the specific service requirements?

A-17: The carrier’s rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.

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Q-18: Can Employees of a Carrier who may be restricted by physical disabilities or for disciplinary reasons from performing road service on that Carrier be used to perform such service under this Article?

A-18: No.

Q-19: If a carrier fails to comply with the provisions of Article IX, what remedy is available to employees adversely affected by the carrier's implementation of its proposal?

A-19: The arbitrator is authorized to fashion a remedy appropriate to the circumstances under Section 1(e).

ARTICLE 11 1/2

FIVE DAY WORK WEEK

SECTION 1. (a) The Company shall establish for engineers, in yard, transfer, and belt line service, or combinations thereof, a work week of five (5) basic days, Except as otherwise provided in this Article, the work week shall consist of five (5) consecutive days with two (2)-days off in each seven (7). The foregoing work week rule is subject to all other provisions of this Agreement.

1. (b) The designated officer or officers of the Company and the representative or representatives of the Organization shall meet and agree on details and methods for rebulletining and reassigning jobs to conform with the five (5) day week. After all initial changes have been made to place the five-day week in effect, subsequent changes shall be made in accordance with agreement provisions.

SECTION 2. The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

SECTION 3. (a) When service is required by the Company on the designated off days of a regular assignment, it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices involving the use of emergency men or unassigned employees.) Where regular relief assignments' are established, they shall, except as otherwise provided herein, have five (5) consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority zone, which shall be the same as those of the employee or employees they are relieving.

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3. (b) Where regular relief assignments cannot be established for five (5) consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for five (5) consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority zone, which shall be the same as those of the employee or employees they are relieving.

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3. (c) After the starting times and days of service have been established, changes therein may be made only in accordance with the provisions of Article 11.

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

3. (e) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with agreements on the individual railroads.

SECTION 4. (a) ACCUMULATION--Agreements may be made to provide for the accumulation of off days over a period not to exceed five (5) consecutive weeks.

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4. (b) DAYS OFF--In cases where off day (or days) is to be filled which cannot be made a part of a regular assignment at an outlying or small yard and there are no extra men at the point, by agreement between representatives of the Company and the Organization, such day or days may be filled by using the regular men and be paid for at straight-time rate.

4. (c) NON-CONSECUTIVE DAYS--Subject to Sections 1 and 3 of this Article, if the representatives of the parties fail to agree upon the establishment of non-consecutive off days at any point, the Company may nevertheless establish non-consecutive off days subject to the right of the employees to process the dispute as a grievance or claim under the rules agreement.

SECTION 5. REGULAR EMPLOYEES.

5. (a) Existing rules which relate to the payment of daily overtime for regular assigned employees and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief men, except that work performed by regular assigned relief men on their regular relief assignments shall be paid for at the straight-time rate.

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5. (b) Regular assigned yard service employees worked as such more than five (5) straight-time eight (8) hour shifts in a work week shall be paid one and one-half (1 1/2) times the basic straight-time rate for such excess work except:

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

In the event an additional day's pay is paid to an employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five (5) straight-time eight (8) hour shifts referred to in this Paragraph (b).

5. (c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for work referred to in Paragraph (b) of this Section 5, be Utilized in computing the five (5) straight-time eight (8) hour shifts referred to in such Paragraph (b) of this Section 5, nor shall time paid for in the nature of arbitraries or special allowances, such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of paying for such hours. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected.

5. (d) No tour of duty in road service, or service under two agreements, shall be utilized in computations leading to overtime, or in determining the number of work days, under this Article.

SECTION 6. EXTRA EMPLOYES

6. (a) Existing rules which relate to the payment of daily overtime for extra employee and practices thereunder are not changed hereby. Any shift in yard service in excess of eleven (11) straight-time shifts in yard service in a semi-monthly period shall be paid for at time and one-half.

NOTE: It is recognized that the Company is entitled to have an extra employee work eleven (11) straight-time shifts in yard service in a semi-monthly period

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without regard to overtime shifts which may be worked under provisions of the Agreement of August 11, 1948. Extra men who have worked eleven (11) straight-time shifts in yard service in a semi-monthly period will, unless otherwise agreed to upon this property, remain on the extra board, but will not be used in yard service during the remainder of that period if other extra men are available who can work in such service at the straight-time rate.

- 6. (b)** In the event an additional day's pay is paid to an extra employee for other service performed or started during the course of his tour of duty in yard service, such additional day will not be utilized in computing the eleven (11) straight-time shifts referred to in paragraph (a) of this Section.
- 6. (c)** The principles outlined in Sections 5(c) and (d) shall be applicable to extra employees in the application of this Section 6.

SECTION 7. Existing weekly or monthly guarantees in yard service producing more than five (5) days per week shall be modified to provide for a guarantee of five (5) days per week. Nothing in this Article shall be construed to create a guarantee where none now exists.

SECTION 8. (a) All regular or regular relief assignments for engineers in yard, transfer, and belt line service, or combinations thereof, represented by the Brotherhood of Locomotive Engineers, will be for a work week of five (5) basic days. Except as otherwise provided in this Article, the work week will consist of five (5) consecutive days with two (2) days off in each seven (7). The foregoing work week rule is subject to all other provisions.

8. (b) An employee on a regular or regular relief assignment, who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the employee working more than five (5) days in the period starting with the first day of his old work week and ending with the last day of this new work week, such day or days will be paid at straight time rate.

8. (c) A regular assigned employee in yard service, who under schedule rules goes on an extra board, may work on a board for the remainder of the semi-monthly period, provided the combined days worked in yard service on the regular assignment and an extra board do not exceed eleven (11) straight time days. He will then be subject to the "NOTE" under Section 6 of this Article.

8. (d) An employee who leaves an extra board for a regular or regular relief assignment will take the conditions of his new assignment at straight time rate, without regard to the number of days he may have worked on an extra board.

8. (e) Except as provided in paragraphs (b), (c), and (d) of this Section and excluding the exceptions from the computations provided for in Section 5, paragraphs (b) and (c)--

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Regular employees will not be permitted to work more than five (5) straight time eight (8) hour shifts in a work week.

Extra employees will not be permitted to work more than eleven (11) straight time eight (8) hour shifts in a semi-monthly period in service covered by this Article.

SECTION 9. (a) The provisions of this Article 11 1/2 applicable to yard service shall apply to yard, belt line, and transfer service and combinations thereof.

9. (b) None of the provisions of this Article 11 1/2 relating to starting time shall be applicable to any classification of employees included within this Article which is not now subject to starting time rules.

SECTION 10. Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards and the operation of working lists, etc., shall be changed or eliminated to conform to the provisions of this Article 11 1/2 in order to implement the operation of the reduced work week on a straight time basis pursuant thereto.

SECTION 11. The parties hereto having in mind conditions which exist or may arise in the application of the five (5) day work week agree that the duly authorized representative of the employees, party to this agreement, and the officer designated by the Company, may enter into additional written understandings to implement the purposes of this Article 11 1/2.

YARD ENGINEERS
(1995 System Agreement Article 16)

SECTION 12. On the effective date of this agreement, Article 16 will become effective except at locations on the system where regularly assigned relief yard jobs currently exist. At these locations on a yard-by-yard basis the BLE membership will have a one-time opportunity to accept the provisions of this Article 16 on an experimental basis for 180 days. At locations where accepted, all regularly assigned relief yard jobs will be abolished. At the end of the 180 day period, each yard will have a one-time opportunity to retain this Article 16 or opt out permanently.

12. (1) If service is required by Carrier, regularly assigned yard engineers, at their option, will be allowed to work one or both their regularly assigned days off ahead of engineers requesting to make up days and the engineers' extra board provided they have worked five (5) shifts (either straight time or overtime) in yard service in the work week previous to their regularly assigned days off. A regularly assigned yard engineer working his/her days off, under this agreement, will be paid at the applicable overtime five-day yard rate for the first eight hours. Hours in excess of eight shall be paid at

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the double time rate if the regularly assigned yard engineer works on the sixth and seventh day of his/her assignment.

NOTE: If the regularly-assigned job is blanked by the Carrier, the day(s) on which the job is blanked and days on which the regularly assigned engineer does not perform service on his/her regularly assigned job at the instance of the Company, union business, vacation, jury duty, bereavement leave or personal leave days will be counted toward the five shift requirement.

12. (2) If service is required by Carrier, an engineer regularly assigned to a five (5) day yard assignment that is not relieved on its rest days and who has worked five shifts during the week as set forth in Section 1 above, may, at his/her option, request to be placed on the makeup board. Service performed by makeup board engineers on their rest days shall be paid at the applicable overtime five-day yard rate for the first eight hours, with hours in excess of eight at the double time rate

12. (3) Engineers on the makeup board stand for service after engineers contemplated by Section 1 above and ahead of the engineers' extra list in seniority order among those on the makeup board who are rested and whose use would not cause them to be not rested for their own assignments.

12. (4) Regularly assigned yard engineers desiring to work their days off or engineers desiring to work the makeup board must notify the crew dispatcher not later than one hour following completion of their last yard shift prior to their rest days. Regularly assigned engineers who have notified the crew dispatcher of their desire to work the rest days of their assignment will be expected to report for such work without benefit of call.

12. (5) All agreements, rules and practices relating to yard service not specifically modified herein remain in full force and effect.

ARTICLE 12

GUARANTEE

SECTION 1. (a) When, from any cause, more engineers are assigned to a certain run than can (per actual mileage of said run) make full time at the standard pay for service and division on which such runs occur, mileage in excess of actual miles run will be allowed sufficient to give such engineers full time. Full time as herein referred to shall be understood to mean 100 miles at the standard rate for the district and service for each engineer assigned to the run for each day per week that the train or trains are scheduled to run, but in no case under the provisions of this Article shall an engineer receive less than full pay for six days per week, provided engineer is available for service on assigned or other runs. This Article shall not apply to runs consisting of an uncertain number of trains daily.

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

The assignment of engineers to a specific train or trains in passenger and assigned through freight service shall be on the basis of the day that said trains is scheduled or bulletined to depart from the initial terminal.

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

In assigned local freight service, the time the train is called to depart the terminal shall determine the date the assignment operates, regardless of the actual departure time.

The cancellation or creation of assignments to meet business conditions shall continue as the prerogative of the Company. Excepting assignments in passenger, pool freight, and yard service and as provided in Section 6, Article 7, if the assignment of an engineer is canceled at a time between twelve (12) hours from the time the engineer last reported off duty on the assignment and one and one-half (1 1/2) hours before the time advertised to report for duty on the assignment, no allowance shall be made to the engineer whose assignment was canceled< if the assignment is canceled at a time in excess of twelve (12) hours from the time the engineer last reported off duty on the assignment or at a time within one and one-half (1 1/2) hours of the time advertised to report for duty on the assignment, an allowance of 100 miles at the rate applicable to the engine last used shall be made in favor of the engineer to cover the date the assignment was canceled.

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

If an engineer is not used in service to which he is entitled, or stood to perform, through no fault of his own, he shall be allowed an amount equivalent to what he

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would have earned in addition to any other earnings for that date or trip. This Section not to conflict with the provisions of Section 5(a), Article 30.

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

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

SECTION 2. In making up the weekly guarantee of engineers, the mileage so allowed will be paid at the rate applying on the locomotive on which last used.

SECTION 3. In case engineer assigned to straightaway local freight service, or a series of branch freight runs, established turnaround local freight service as specified in Section 6, Article 6, or roustabout service as specified in Article 19, lays off, the sum of the payments to the regular engineer and extra engineer or engineers relieving him, exclusive of overtime, will equal the weekly guarantee.

SECTION 4. In computing guarantee for engineers having layover day, the day following such layover day will be regarded as the first day of the week. Engineers not having layover day, Monday will be considered the first day of the week.

SECTION 5. Local freight assignments will not be canceled unless it is known in advance that run will be discontinued for a period of three (3) days or more, exclusive of the layover day or days. However, in case of restoring run where assignment, territory or service is changed, it will be considered a new run and this section will not apply; neither will this section restrict the use of assigned local freight engineers in other service on dates their runs do not operate.

NOTE: The above will be construed as not changing present practice insofar as using engineers out of terminals to make up guarantee where pooled engineers are maintained.

In case engineer not used on assignment account not available under Hours of Service Law, he will be compensated full earnings of his assignment; where not available by reason of marking rest, he will not be compensated for time lost.

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GUARANTEED EXTRA BOARD

Article 12

(1997 Modification Agreement Attachment A)

SECTION 6. Guaranteed engineers' extra boards may be established in the territory subject to the SP- West BLE collective bargaining agreement subject to the following:

1. OPERATION. At the carrier's discretion, guaranteed extra boards may be established, upon thirty (30) days' written notice to the General Chairman, at any location where deemed necessary. Likewise, in the event there is insufficient work to justify an extra board(s), the extra board(s) may be suspended upon thirty (30) days' written notice to the General Chairman.

The engineers' guaranteed extra board will operate on a rotary basis. Any engineer displacing on or marking up for service will be placed on the bottom of the board at the time of such displacement or mark-up. Engineers returned to the board after working will be placed at the bottom of the extra board per tie-up time. If more than one tie-up at the same time, previous board standing will govern.

2. GUARANTEE Engineers assigned to the extra board shall receive a semi-monthly guarantee of \$2693.70 per pay period (determined by multiplying 18 x \$149.65). This rate is subject to future general wage adjustments including COLA. The guarantee shall be computed on a daily basis and shall not apply to any calendar day the extra engineer lays off or otherwise becomes not available for service or any following calendar day on which an extra engineer continues to lay off or to be unavailable past 12:00 Noon.

All earnings received by extra engineers assigned to the extra board will be used in computing such guarantee. Extra engineers laying off on call, missing call or not available for call will have their guarantee reduced by the amount they would have earned had they not laid off on call or missed call with a minimum of a guaranteed day reduction. Extra engineers missing call when other than first-out will have their guarantee reduced by one day only. Extra engineers unavailable more than two (2) occurrences per pay period, or being unavailable more than 96 combined hours per pay period, will have their guarantee suspended for such pay period. This will include any unavailable status including extra rest, but will exclude layoffs for company business and by local chairmen, legislative representatives, vice local chairmen, secretary-treasurer or division president who must lay off for union business. Engineers taking extra rest (UDR) will be handled per questions and answers 17 and 18 of Attachment 2 hereto.

Engineers added to the extra board will be paid guarantee for the day added provided they meet the availability requirement of this Attachment and all earnings made on the day added will be included in computation of

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guarantee. Guarantee will not be paid to an engineer on the day reduced from the extra board.

NOTE: See "Attachment 1", after item 12, for examples of guarantee payment.

3. REST DAY/INCENTIVE PAYMENT. Engineers assigned to the guaranteed extra board for an entire pay period (or who are reduced from the board by the carrier prior to completion of the pay period) shall be entitled to one (1) rest day (a 24-hour period or portion thereof) during the pay period for which no deduction will be made from the guarantee, subject to the following conditions:

(a) At time of the rest day, the engineer must be other than first out.

(b) The rest day must be taken at any time commencing 12:01 AM Monday and concluding by 11:59 PM Thursday.

(c) The rest day cannot exceed twenty-four (24) hours.

(d) This provision does not affect or modify any provision contained in the paid holiday agreement.

Engineers assigned to the guaranteed extra board for an entire pay period who remain marked-up and available for service during that entire pay period shall be entitled to an incentive payment of one prorated guarantee day representing the one (1) rest day to which entitled under this Item 3 but not taken. This incentive for full availability during the pay period shall be paid regardless of whether an engineer does or does not exceed the guarantee for the period and shall be in addition thereto. Reductions in guarantee due to layoffs/absences do not apply when taking rest day(s) under this Item 3.

4. LAYING OFF OTHER THAN ON CALL (AT HOME TERMINAL) An extra engineer laying off for any reason and at any time other than on call will not be permitted to mark-up for twelve (12) hours from the time he laid off. The engineer must mark-up to resume service.

5. LAYING OFF(ON CALL) AT HOME TERMINAL An extra engineer laying off on call will be held in (will not be permitted to mark-up) until the tie-up of the engineer taking the call or twelve (12) hours from the time of the lay-off, whichever is later, and must mark-up to resume duty. It is understood that this provision does not stop the carrier from administering such discipline as it deems proper for a missed call.

6. MISSING CALL(AT HOME TERMINAL) An engineer missing call at the home terminal will be automatically marked to the bottom of the extra board

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at the time of such missed call.

7. MISSING CALL (AT FAR TERMINAL) For guarantee purposes, an extra engineer missing a call or laying off at the far terminal will be treated the same as an extra engineer laying off on call at the home terminal and will not be returned to the extra board until tie- up of the assignment for which the call was missed.

8. OUTLYING VACANCY An extra engineer who misses a call, lays off on call or ties up for extra rest when he stood for an outlying vacancy will, upon reporting for service, be required to relieve the engineer who accepted the call if that engineer is still occupying the outlying vacancy. The engineer's guarantee will be reduced by the amount he would have earned with a minimum reduction of one guarantee day for each day laid off.

9. TYING UP FOR EXTRA REST An extra engineer tying up for extra rest will retain his position on the extra board. If the engineer becomes first-out they shall hold their turn until the rest period is over and then be available for call.

10. REGULATION The carrier shall have the unqualified and unchallenged right to determine the number of engineers to be placed and maintained on a guaranteed extra board. The carrier will, however, ensure there are sufficient engineers on a guaranteed extra board to permit those engineers reasonable absence privileges. Assignments to the guaranteed extra board shall be made in accordance with applicable rules.

NOTE: The Carrier will not be penalized in any way for the application of the above.

Engineers added to the guaranteed extra board shall not be removed therefrom for a period of seven (7) days but may bid off or be displaced sooner.

EXAMPLE: The guaranteed extra board is added to on May 1. An engineer assigned to the guaranteed extra board on May 1 may not be removed from the board until May 8.

11. DEADHEADING Deadheading which results from the regulation of the guaranteed extra board will not be paid for.

12. SHORT TURNAROUNDS Extra engineers making a short turnaround trip out of the home terminal of the assignment will be placed at the bottom of the extra board.

ATTACHMENT 1 TO GUARANTEED EXTRA BOARD

Article 12

(1997 Modification Agreement Attachment 1 to Attachment A)

EXAMPLES FOR PAYMENT OF GUARANTEE

1. An extra engineer when first-out and laying off:

a. Lays off or lays off on call at 10:30PM on January 3 and marks-up at 12Noon on January 4. The extra engineer will lose guarantee or the amount he would have earned for the calendar day January 3.

b. If the extra engineer had not marked-up until 12:01PM on January 4, he would have lost guarantee or the amount he would have earned for calendar days January 3 and 4.

c. If the extra engineer continued to lay-off for greater than 96 hours, he will have his guarantee suspended for the half.

d. Lays off at 1:00AM on January 3 and marks-up at 1:00PM on January 3. The extra engineer will lose guarantee for the calendar day January 3.

e. Misses call at 11:00AM on January 3. The extra engineer will lose guarantee for January 3 or the amount he would have earned for January 3.

2. An extra engineer when second out and missing a call:

a. Misses one call at the home terminal at 11:00AM on January 3. The extra engineer will lose one day's guarantee.

b. Misses two calls at the home terminal at 11:00AM and 4:00PM both on January 3. The extra engineer will lose guarantee or the amount he would have earned for January 3, whichever is greater.

c. Misses three calls at the home terminal at 11:00AM, 4:00PM and 10:00PM all on January 3. The engineer will lose his guarantee for the first-half pay period of January.

NOTE: In the examples 1(e) and 2(a), 2(b) and 2(c), above, the extra engineer automatically drops to the bottom of the extra board at the time of the miss call.

ATTACHMENT 2 TO GUARANTEED EXTRA BOARD
(1997 Modification Agreement Attachment 2 to Attachment A)

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QUESTIONS AND ANSWERS

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Q1. What effect does vacation have on the "incentive" day?

A1. The agreements require an engineer "remain marked up and available for service during the entire pay period" and further states "This incentive for full availability during the pay period..." Thus, any absence, paid or unpaid, voids the "incentive day".

Q2. What effect does a single day vacation or personal leave day have on the "incentive day"?

A2. Same as A1

Q3. What effect does "OS" status (other service at Carrier's Direction) have on the "incentive day"?

A3. "OS" status is used to denote an individual performing other service at the direction of the carrier. An individual in such status is not "laid off" and is considered available, following proper rest, after being released from "OS" status, thus the "incentive day" is unaffected.

Q4. If an engineer is granted time off without any type of pay, may that employee elect whether or not the "incentive day" is charged?

A4. Any layoff, whether paid or unpaid, voids the "incentive day"

Q5. Does taking a "rest day" as defined in the agreement count toward unavailable time?

A5. Yes. However, if taken within the constraints of the agreement, guarantee is not reduced.

Q6. Does taking a "rest day" count as an occurrence as defined in the agreement?

A6. Yes.

Q7. Must an engineer work 15 days before he/she is entitled to a "rest day" or "incentive pay" in lieu thereof?

A7. There is no requirement to work any specified number of days.

Q8. May an engineer's request for a "rest day" be denied?

A8. Requests for "rest days", like any non-emergency absence, are subject to the needs of the service and manpower availability; however, every

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reasonable effort is to be made in response to such requests.

Q9. May a "rest day" be requested a day or more in advance?

A9. The agreement does not preclude such; however, approval of the request by CMS would be subject to the needs of the service and manpower availability.

Q10. Once a "rest day" is requested and granted, would a subsequent absence within the same pay period result in a reduction in guarantee for the "rest day"?

A10. No, those reductions in guarantee due to layoffs/absences do not apply to "rest days" taken within the constraints of the agreement.

Q11. Must a request be submitted for payment of the "incentive day"?

A11. Yes. The "Incentive day" may be submitted along with claim for guarantee.

Q12. Will an engineer tying up for "Undisturbed Rest" lose the "incentive day"?

A12. Yes. See A1.

Q13. Is "incentive day" pay used to offset guarantee?

A13. No. "Incentive day" pay is allowed whether an engineer does or does not exceed guarantee for the period; it is paid in addition to guarantee.

Q14. At what rate of pay is the "incentive day" to be paid?

A14. One prorated guarantee day.

Q15. Several of the GEB agreements contain a provision which results in suspension of the guarantee if "unavailable for more than two (2) calls per pay period, or being unavailable for more than 96 combined hours per pay period". Will the GEB allowable 'rest day' function in any manner to activate such agreement provision?

A15. Yes. (See Q&A #5 and #6).

Q16. An Engineer observes "free" lay-off day within the conditions set forth in the Extra Board Agreement. Later, within the same payroll period, the engineer lays off. Do the hours of the "free" lay-off day count in the calculation of the "96 combined hours" of unavailability in the pay period?

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A16. Yes. (See Q&A #5).

Q17. Extra board engineer on a pool turn vacancy qualifies for and requests UDR at the away-from-home terminal. Is guarantee affected?

A17. If this is the first UDR in the pay period, guarantee is unaffected. If this were the second (or greater) UDR in the pay period, engineer will be considered unavailable IF would have been called and the guarantee will be reduced one guarantee day; otherwise, guarantee is unaffected.

Q18. Should a GEB Engineer qualify for and take UDR a second (or successive) time in a pay period, will his guarantee be reduced?

A18. Yes, if the engineer would have been called had extra rest not been taken; otherwise, no reduction will be made.

Q19. When GEB Engineers are utilizing the 'rest day' provision, must they so advise CMS Crew Dispatcher so that a special status can be initiated in the CMS records for GEB pay purposes?

A19. Yes. Currently such absences are being identified as "LM".

Q20. Do GEB Engineers receive Instructor Engineer pay in addition to (over and above) their GEB guarantee?

A20. No. All earnings, including the instructor allowance, are used as an offset against GEB guarantee.

Q21. Where there is a conflict between a guarantee extra board agreement regarding extra rest and the local rule governing extra or undisturbed rest, which rule will apply?

A21. Where there is such a conflict, the local rule governing extra rest will apply.

Q22. Is an Engineer entitled to a "rest day" with pay if the engineer lays off prior to or after taking a rest day for personal leave, vacation, sick, personal or misses call in the same half?

A22. No. An Engineer must be marked up (other than first out) when requesting a "rest day" which cannot exceed 24 hours.

Q23. Can a "rest day" encompass a portion of a calendar day (example:

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10:00AM Tuesday through 10:00AM Wednesday) without any loss of guarantee?

A23. Yes. The agreement provides: "the rest day must be taken any time commencing 12:01AM Monday and concluded by 11:59PM Thursday".

Q24. Is an engineer entitled to "incentive pay" if he/she takes a hold down on another job during the pay period?

A24. No. An engineer who takes a different job takes the conditions of that assignment and is not considered available for purposes of computing guarantee or incentive pay.

Q25. Can you give examples of extra board guarantees when time claims are settled months after the guarantee is paid.

A25. Example 1:

An employee on an extra board collects \$200.00 in guarantee for the first half of June 1998. He also filed a claim for final terminal delay in the same period which was denied. The claim, which amounted to \$50.00 is subsequently allowed in December 1998 when the employee is in through freight service. No adjustment will be due since the guarantee paid in June 1998 exceeded the amount of the final terminal delay claim.

Example 2:

An employee in pool freight service files a final terminal delay claim in June 1998. The claim is denied. The employee subsequently moves to an extra board and during the first pay period of December 1998 is allowed \$200.00 guarantee. The June 1998 final terminal delay claim which amounted to \$50.00 is allowed in the first pay period of December 1998. The \$50.00 payment is allowed in addition to the \$200.00 guarantee payment because it was for a pay period when not on the guarantee extra board.

ARTICLE 13

WHAT CONSTITUTES A TRIP

SECTION 1. An engineer is understood to have reached the terminal of a trip when he reaches the division terminal at which engine crews are usually changed, or arrives at the established terminal of his train, as shown by assignment, and having done so and proceeding further with same train, or being sent out on another trip or train, he is, in either case, understood to have begun another trip.

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When an engineer is called for service on other than assigned runs, he will not be run through terminals except when no engineer entitled to the service is available. When run through, he will begin another trip upon leaving such terminal.

The points shown below constitute all division terminals at which engine crews are usually changed as defined by this section:

- | | |
|----------------------|---|
| <u>Alpine</u> | <u>Phoenix</u> |
| <u>Bakersfield</u> | <u>Portola</u> |
| <u>Bend</u> | <u>Pratt</u> |
| <u>Dalhart</u> | <u>Roseville</u> |
| <u>Delores</u> | <u>San Francisco</u> |
| <u>Dunsmuir</u> | <u>San Jose</u> |
| <u>El Paso</u> | <u>San Luis Obispo</u> |
| <u>Elko</u> | <u>Santa Barbara (passenger service only)</u> |
| <u>Fresno</u> | <u>Sparks</u> |
| <u>Klamath Falls</u> | <u>Stockton</u> |
| <u>Lathrop</u> | <u>Tracy</u> |
| <u>Lone Pine</u> | <u>Tucson</u> |
| <u>Lordsburg</u> | <u>Vaughn</u> |
| <u>Los Angeles</u> | <u>Watsonville Junction</u> |
| <u>Mina</u> | <u>West Colton</u> |
| <u>Nogales</u> | <u>Wendel</u> |
| <u>Oakland</u> | <u>Winnemucca</u> |
| <u>Oakridge</u> | <u>Yermo</u> |
| <u>Oroville</u> | <u>Yuma</u> |
| <u>Pecos</u> | |

Deleted: El Paso	Lone Pine (San
Joaquin Division)¶	
Lordsburg	Bakersfield¶
Nogales	Fresno ¶
Tucson	Tracy ¶
Phoenix	San Francisco ¶
Yuma	Watsonville Junction ¶
Roseville	San Luis Obispo¶
Sparks	San Jose(Western Dist., Pool No. 1 only)¶
Imlay	Oakland¶
Carlin	Wendel ¶
Montello	Dunsmuir¶
Ogden	Ashlad ¶
Mina	Klamath Falls¶
Indio	Roseburg ¶
Los Angeles	Eugene¶
Santa Barbara	Portland¶
(passenger service only) ¶	
Tillamook¶	
Colton	Coos Bay¶

(Yuma- West Colton and Bakersfield- West Colton engineers only)

NOTE: The Roseville, Los Angeles and Southwest Hub agreements show all division terminals where engine crews are usually changed in pool freight service.

SECTION 2. Should it become necessary at any time for operating or other reasons to discontinue or create any main line terminals, changes in terminals will be considered as a proper reason for advertising such runs as are affected for seniority choice of engineers and bulletins will be posted and assignments made as provided in Section 10, Article 32. Other than main line terminals will not be established or maintained for pooled or extra engineers unless there is enough work for two or more crews between designated points.

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SECTION 3. When track obstructions occur, such as snow blockades, slides, washouts, tunnel trouble, or similar conditions which make it impossible to maintain service from terminal to terminal, temporary terminals may be established by bulletin notice, specifying the points to be established as temporary terminals, runs and service affected, time effective to be at 12:01 AM of date following date of bulletin. If conditions are remedied and line opened within forty-eight hours from time bulletin becomes effective, bulletin will be considered void and engineers compensated same as if bulletin had not been issued. When temporary terminals are thus created, it is understood that agreement provisions applying to terminals shall apply at the temporary terminal.

ARTICLE 14

OVERTIME AND WHEN PAID

SECTION 1. An engineer in passenger service making a trip between terminals, exceeding 130 miles, the schedule time between such terminals shall be the limit of a trip, or the average schedule of all passenger trains running in the same direction between such terminals, shall be the limit of a trip for irregular passenger trains. On runs of 130 miles or less, five hours shall be the limit of a trip except as provided in Section 1, Article 6.

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Except as provided in Section 1, Article 6, the basis for computing overtime in passenger service on a trip exceeding 130 miles, shall be twenty-five (25) miles per hour for a district, or portion of a district, over which passenger trains are not scheduled to operate by timetable.

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In assigned passenger service, on a trip of over 130 miles, where two or more train numbers are used on one trip, engineers will be paid overtime on the basis of the combined schedules, plus the dead time shown on time table where train numbers change; provided, that not more than 45 minutes dead time at point where train numbers change shall be added to the combined schedules of the trains. Where the dead time at any point where train numbers change is in excess of five hours, terminal provisions will prevail and engineers will be considered as beginning a new trip.

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When, from any cause, time consumed on any trip exceeds the limits as specified in this section, the engineer shall be paid for all time thus consumed at the rate of 16.25 miles per hour.

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SECTION 2. An engineer in freight service making a trip between terminals, 100 miles or less, (130 miles in pool freight and helper service) overtime will begin at the expiration of eight hours; on runs of over 100 miles (130 miles in pool freight and helper service) overtime will begin when the time on duty exceeds the miles run divided by 12 1/2, (16.25 in pool freight and helper service). If actual miles exceed these limits, actual miles will be allowed. Overtime shall be paid for on the minute

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basis, at an hourly rate of three-sixteenths of the daily rate, according to weight of engine or other power used.

SECTION 2.5 (1997 Modification Agreement Article V Item G) Overtime - Employees who have an engineer/train service seniority date prior to October 31, 1985 shall begin overtime at the expiration of eight (8) hours for those through freight runs that are one hundred sixty miles or less and on runs in excess of one hundred sixty miles overtime will begin when the time on duty exceeds the miles run divided by 20, or in any case, when on duty in excess of 10 hours. When overtime, initial terminal delay and final terminal delay accrue on the same trip, allowance will be the combined initial and final terminal delay time, or overtime, whichever is the greater. Employees hired after October 31, 1985 shall be paid overtime in accordance with the National Rules governing same and in the same manner previously paid on the Union Pacific prior to the merger. (Section 2 above)

SECTION 3. Engineers leaving terminals in road service and used in work train service en route are not subject to work train rules.

When engineers en route are used in work train or snow plow service on account of floods, washouts, snowstorms, slides or other unusual conditions, or engineers en route delayed by such conditions, time to be computed as follows:

Continuous time, less time tied up under the law, will be allowed for first 24 hours computed from time required to report for duty. For first 16 hours of each subsequent 24-hour period delayed, engineers will be allowed 200 miles. Should miles run exceed 200, or hours on duty exceed 16 in any 24-hour period, actual miles or hours will be allowed. If trip is resumed during first 16 hours of any 24-hour period held, time will be computed continuously from end of previous 24-hour period, provided that if overtime accrues on the trip, that portion of the overtime due to starting pay at the expiration of any 24-hour period shall be paid for at the pro rata rate in order that time and one-half for overtime will not be so applied as to increase the rates paid for time computed continuously from end of previous 24-hour period.

It is understood under this rule that the first 200 miles allowed on each 24-hour period will apply on the guarantee as provided in Article 12.

SECTION 4. Engineers handling Union Pacific Officers' Specials, Annual Inspection trains, examination car, circus or carnival trains, valuation specials, motion picture trains or test trains, may be tied up at other than established division terminals, and time so tied up deducted, provided a minimum of 150 miles, including overtime at road rates, will be allowed for each day engaged in or held for such service and not tied up at terminals. It is understood that delays of less than eight hours at any point other than terminals will not be considered as being tied up, and time so

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delayed will not be deducted in computing time for road trip of that day. Where trip in such service is made from terminal to terminal, this rule does not apply.

Engineers en route to point where such service begins, or returning to their assigned territory after being relieved from such service, will be paid under this rule.

Test trains as referred to in this Article will be classified as follows:

- (1)Testing..... Air Brakes.
- (2)Testing..... Capacity of Locomotives.
- (3)Testing..... Automatic train control.
- (4)Testing..... Automatic block signals.

Switching and spotting of circus train equipment and overtime of road trip will be included in arriving at minimum of 150 miles, except at terminals where yard crews are on duty, engineers will receive initial and terminal switching if required to perform switching and spotting of circus train at such point.

If engineer runs, for example, twenty miles, picks up circus train, or vice versa, such light movement will be included in regular circus train day.

Engineers handling circus trains will not be run through established division terminals when other engineers are available. If run through, they will start a new day.

Engineer handling circus train will be paid through freight rates according to weight of engine and district on which used.

SECTION 5. In computing overtime on a trip, exceeding 100 miles (130 miles in pool freight and helper service), actual timetable miles only will be counted; on a trip of 100 miles or less, timetable schedules will not be considered.

ARTICLE 15

INITIAL AND TERMINAL SWITCHING AND DELAY
PASSENGER SERVICE

(Refer to Article 11, Section 4 "Road Yard Movements" and Article 11, Section 4.1 "Incidental Work" for additional information pertaining to this rule)
(Duplicate time payment see Article 32, Section 5, (h))

SECTION 1. Engineers in passenger service making a trip between terminals, exceeding 100 miles, required to do initial or terminal switching, or delayed at initial station from any cause, shall be paid for all time so consumed at one-eighth of the daily rate per hour, applying to weight of engine, service and district, on the minute basis; such switching and delay to be computed separately from road overtime

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and paid for irrespective of time consumed on the road. This time not to be counted in computing road overtime.

SECTION 2. (a) An engineer in passenger service making a trip between terminals, exceeding 100 miles, initial delays to be computed from time engineer is ordered to leave with train from passenger depot track on which train is made up and to end with departure of train from passenger depot track on which train is made up at initial point.

2. (b) Final terminal delay in passenger service after the lapse of thirty (30) minutes, will be paid for the full delay at the end of the trip, at one-eighth of the applicable daily rate per hour on the minute basis, computed from time train reaches terminal station. If road overtime has commenced, initial and terminal delays or initial and terminal switching shall not apply and road overtime will be paid to point of final relief.

When passenger train on arrival at final terminal of run is required to come to a stop before reaching final terminal station from which terminal delay is computed on account of preceding train standing at the terminal station, terminal delay will be computed from the time following train comes to a stop behind the preceding train standing at the terminal station.

SECTION 3. Engineers in passenger service making a trip between terminals, 130 miles or less, and required to do initial or terminal Switching, will be paid for all time so consumed at one-eighth of the daily rate per hour, applying to weight of engine and district, on the minute basis. This time not to be counted in computing road overtime.

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SECTION 4. An engineer in turnaround passenger service required to perform initial terminal, final terminal or turning point switching shall be compensated for all time consumed at one-eighth of the daily rate per hour on the minute basis at rate applicable to weight of locomotive and district.

In irregular turnaround passenger service, switching at the turning point to be computed separately and paid for in addition to road time.

INITIAL AND TERMINAL SWITCHING - FREIGHT SERVICE

(Refer to Article 11, Section 4 "Road Yard Movements" and Article 11, Section 4.1 "Incidental Work" for additional information pertaining to this rule)
(Duplicate time payment see Article 32, Section 5, (h))

SECTION 5. (a) Engineers in freight service making a trip between terminals required to do initial or terminal switching shall be paid for all time so consumed at one-eighth of the daily rate per hour, applying to weight of engine, service and district on the minute basis; such time to be computed separately from road overtime and paid for irrespective of time consumed on the road. This time not to be counted in

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computing road overtime; except that when the number of hours switching is not equal in money value to the sum of the money values of switching hours and road overtime hours, switching time shall not be paid for and the road overtime shall be calculated and paid for the same as if switching had not occurred.

In calculating the time engaged in switching, time will be continuous from time work is begun until it is completed and train is coupled together, except in cases where train is made up on two tracks and not coupled together account insufficient track room to clear other trains, the time between the time switching is completed and train is coupled together will not be calculated as initial switching.

Engineers who prior to commencing initial switching are required to turn their engine on wye, will be allowed initial switching time computed from time member of train crew takes charge of engine for the purpose of turning same on wye preparatory to commencing initial switching. This will also apply in cases where engine is turned prior to commencing final terminal switching.

Engineer, after arrival at final terminal, inducted into terminal switching will be compensated under terminal switching rules of agreement from time terminal switching commenced until engine is placed on designated relieving track or engineer is relieved at terminal.

When road engineers entitled under agreement provisions to initial and terminal switching are required, before departing initial terminal or after arrival at final terminal of run, to spot cars of gravel or other maintenance of way material for loading or unloading, in connection with other terminal switching, such service will be compensated for under initial and terminal switching rules of agreement.

Engineers required to perform six hours or more initial switching will be allowed 30 minutes to eat at the initial terminal, computed as part of the initial switching time.

An engineer required to perform in excess of one hour terminal switching at the final terminal of assignment will be allowed not to exceed thirty (30) minutes in which to eat, computed as part of the final terminal switching time, provided that engineer has been or will be on duty six hours or more without an opportunity to eat.

When final terminal switching is performed after arrival at final terminal, any final terminal delay will be combined with and computed as a part of the final terminal switching.

If engineer is not on overtime on arrival at final terminal, but the overtime period commences before final release, payments accruing at final terminal up to the

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period when overtime commences will be allowed at one-eighth of the daily rate, time thereafter shall be paid at three- sixteenths of the daily rate.

EXAMPLE NO. 1--

On duty initial terminal..... 7:00 AM
switched initial terminal..... 7:00 AM - 7:30 AM
Departed initial terminal..... 7:30 AM
Arrived final terminal..... 1:30 PM
Switched final terminal..... 1:30 PM - 2:00 PM
Released final terminal..... 2:00 PM
Distance terminal to terminal 100 miles or less,

Compensation: 100 miles, 30 minutes initial terminal switching at one-eighth of the daily rate and 30 minutes final terminal switching at one-eighth of the daily rate.

EXAMPLE NO. 2--

On duty initial terminal..... 7:00 AM
switched initial terminal..... 7:00 AM - 9:00 AM
Departed initial terminal..... 9:00 AM
Arrived final terminal and released..... 4:00 PM
Distance terminal to terminal 100 miles or less.

Compensation: 100 miles, 2 hours initial terminal switching at one-eighth of the daily rate; said allowance being greater than one hour overtime at three-sixteenths of the daily rate.

EXAMPLE NO. 3--

On duty initial terminal..... 7:00 AM
Switched initial terminal..... 7:00 AM - 7:30 AM
Departed initial terminal..... 7:30 AM
Arrived final terminal..... 4:30 PM
Switched final terminal..... 4:30 PM - 5:30 PM
Released final terminal..... 5:30 PM
Distance terminal to terminal 100 miles or less.

Compensation: 100 miles, 2 hours 30 minutes overtime at three- sixteenths of the daily rate; overtime amounting to more than the combined initial and terminal switching.

EXAMPLE NO. 4--

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On duty initial terminal..... 7:00 AM
Switched initial terminal..... 7:00 AM - 7:45 AM
Departed initial terminal..... 7:45 AM
Arrived final terminal..... 3:45 PM
Switched final terminal..... 3:45 PM - 4:30 PM
Released final terminal..... 4:30 PM
Distance terminal to terminal 100 miles or less.

Compensation: 100 miles, 1 hour 30 minutes overtime at three- sixteenths of the daily rate; overtime amounting to more than the combined initial and terminal switching.

EXAMPLE NO. 5--

On duty initial terminal..... 7:00 AM
Switched initial terminal..... 7:00 AM - 7:30 AM
Departed initial terminal..... 7:30 AM
Arrived final terminal..... 3:00 PM
Released final terminal..... 3:10 PM
Distance terminal to terminal 100 miles or less.

Compensation: 100 miles, 30 minutes initial terminal switching at one-eighth of the daily rate.

EXAMPLE NO. 6--

On duty initial terminal..... 7:00 AM
Departed initial terminal..... 7:20 AM
Arrived final terminal..... 2:50 PM
Switched final terminal..... 2:50 PM - 3:00 PM
Released final terminal..... 3:00 PM
Distance terminal to terminal 100 miles or less.

Compensation: 100 miles, 10 minutes final terminal switching at one-eighth of the daily rate.

EXAMPLE NO. 7--

On duty initial terminal..... 6:50 AM
Switched initial terminal..... 7:00 AM - 9:00 AM
Departed initial terminal..... 9:10 AM
Arrived final terminal..... 3:00 PM
Switched final terminal..... 3:00 PM - 4:00 PM
Released final terminal..... 4:10 PM
Distance terminal to terminal 100 miles or less.

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Compensation: 100 miles, 2 hours initial terminal switching at one-eighth of the daily rate, 7:00 AM to 9:00 AM; 1 hour 10 minutes final terminal time at one-eighth of the daily rate, 3:00 PM to 4:10 PM.

EXAMPLE NO. 8--

On duty initial terminal..... 6:00 AM
Switched initial terminal..... 6:10 AM - 8:10 AM
Departed initial terminal..... 8:30 AM
Arrived final terminal..... 3:00 PM
Switched final terminal..... 3:00 PM - 5:00 PM
Released final terminal,..... 5:20 PM
Distance terminal to terminal 100 miles or less.

Compensation: 100 miles, 2 hours initial terminal switching at one-eighth of the daily rate, 6:10 AM to 8:10 AM; 1 hour final terminal time at one-eighth of the daily rate, 3:00 PM to 4:00 PM; and 1 hour 20 minutes final terminal time at three-sixteenths of the daily rate, 4:00 PM to 5:20 PM.

EXAMPLE NO. 9--

On duty initial terminal..... 9:15 AM
Departed initial terminal..... 9:50 AM
Arrived final terminal..... 3:15 PM
Switched final terminal..... 3:25 PM - 7:45 PM
Released final terminal..... 7:45 PM
Distance terminal to terminal 100 miles or less.

Compensation: 100 miles, 2 hours final terminal time at one-eighth of the daily rate, 3:15 PM to 5:15 PM; 2 hours 30 minutes final terminal time at three-sixteenths of the daily rate, 5:15 PM to 7:45 PM.

EXAMPLE NO. 10--

On duty initial terminal..... 7:00 AM
Switched initial terminal..... 7:00 AM - 9:00 AM
Departed initial terminal,..... 9:00 AM
Arrived final terminal..... 4:20 PM
Distance terminal to terminal 100 miles or less.

Compensation: 100 miles and either 2 hours initial switching at one-eighth of the daily rate or 1 hour 20 minutes overtime at three-sixteenths of the daily rate as the money value of 2 hours at one-eighth of the daily rate is equal to 1 hour and 20 minutes overtime at three-sixteenths of the daily rate.

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EXAMPLE NO. 11--

On duty initial terminal..... 7:00 AM
Switched initial terminal..... 7:00 AM - 9:00 AM
Departed initial terminal..... 9:00 AM
Arrived final terminal and released..... 5:00 PM
Distance terminal to terminal 100 miles or less.

Compensation: 100 miles and 2 hours overtime at three-sixteenths of the daily rate as the money value is more than 2 hours initial switching at one-eighth of the daily rate.

EXAMPLE NO. 12--

On duty initial terminal..... 7:00 AM
Switched initial terminal..... 7:10 AM - 11:10 AM
Released initial terminal..... 11:20 AM
Did not leave initial terminal.

Compensation: 100 miles, 4 hours 10 minutes initial switching at one-eighth of the dally rate.

EXAMPLE NO. 13--

On duty initial terminal..... 7:00 AM
Switched initial terminal..... 7:10 AM - 5:00 PM
Released initial terminal..... 5:20 PM
Did not leave initial terminal.

Compensation: 100 miles, 7 hours 50 minutes initial switching at one-eighth of he daily rate and 2 hours 20 minutes at three-sixteenths of the daily rate.

COMBINATION ROAD-YARD

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

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

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any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (i yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the carrier seeks to discontinue will be considered, subject to the provisions of paragraph 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in paragraph 5.

NOTE: The studies referred to in this paragraph 1 shall be conducted in the following manner:

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

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

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

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

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

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

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

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

(8) If overtime accrues under applicable road overtime rules during the period "switching is being performed, such overtime payments will be made in addition to the payments required under paragraph 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 paragraph 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

(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 paragraph 1 hereof.

(11) Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936: or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if

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

INITIAL TERMINAL DELAY - FREIGHT SERVICE

(Duplicate time payment see Article 32, Section 5, (h))

SECTION 6. (a) An engineer operating in through freight, local freight, pool or helper service, and such work trains as are stipulated in Sections 4(a) and 4(b), Article 8, will be paid on the minute basis for all time held or delayed at initial terminal after 1 hour and 15 minutes unpaid terminal time has elapsed from the time brought on duty until the engine he is operating leaves the make-up track in a bona fide departure on intended road trip, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

NOTE: When, in order to clear make-up track for other purposes, train is moved from make-up track to another yard track or when train is moved from make-up track to another track in order to add caboose, computation of initial terminal delay as set forth above shall continue until subsequent movement of train is commenced in a bona fide departure on intended road trip.

If no overtime accrues prior to the time initial terminal time ceases, payment shall be at one-eighth the daily rate.

If overtime accrues prior to the time initial time ceases, any initial terminal time accruing shall be allowed at one-eighth the daily rate until the time overtime begins and at three-sixteenths of the daily rate thereafter.

When 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 one (1) hour and fifteen (15) minutes after which initial terminal delay payment begins.

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. 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.

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FINAL TERMINAL DELAY - FREIGHT SERVICE

(Duplicate time payment see Article 32, Section 5, (h))

Final terminal delay in helper service when payable applies only to the final incoming trip of an eight-hour helper day

6. (a) § 1 - Computation of Time (Arbitration Award 458, Article 5, Section 1)

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 where train is to be left or yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided, that if a train is deliberately delayed between the 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.

6. (a) § 2 - Extension of Time

Where mileage is allowed between the point where final terminal delay time begins 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; 60/13 = 4.6; 60/13.25 = 4.5; 60/13.5 = 4.4, etc.). (Arbitration Award 458, Article 5, Section 2)

6. (a) § 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 June 30, 1986, 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 increases of any kind.

After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty

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.

NOTE: Employees who have an engineers/train service seniority date prior to October 31, 1985 when over time, initial terminal delay and final terminal

Deleted: (b) An engineer operating in through freight, local freight, pool or helper service, and such work trains as are stipulated in Sections 4(a) and 4(b), Article 8, will be paid final terminal delay for the full delay at the end of the trip, such delay to be computed after arrival of train within yard limits of final terminal as hereinafter provided:¶

¶ Final terminal delay shall be computed from the time engine of the train reaches the designated main track switch connection with the yard track, at which time road time will cease and terminal time shall begin and continue until engineer is relieved from duty. ¶

¶ When a freight train on arrival within the final terminal of run is stopped before reaching designated main track switch connection with the yard track due to the following circumstances:¶

(1) By a preceding train standing between said designated main track switch connection and the train stopped;¶

(2) To meet or permit a superior train to pass;¶

(3) Pending availability of a yard track to receive the train. ¶

(4) For the purpose of permitting a yard engine to make a change in the consist of the train; or¶

(5) After engine reaches or passes a recognized point or location to be agreed upon by Superintendent and Local Chairman, BLE within approxima... [6]

Deleted: Section

Inserted: Section 1 - Computation of Time

Deleted: Section

Inserted: Section 2 - Extension of Time¶

¶ Where mileage is allowed between the point where final terminal delay time begins and the point where finally relieved, each mile so allowed will extend the 60 minute period after which final terminal delay paym... [7]

Deleted: Section

Inserted: 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 June 30, 1986, according to class of service and engine used, ... [8]

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delay accrue on the same trip, allowance will be the combined initial and final terminal delay time, or overtime, which ever is the greater.

(Arbitration Award 458, Article 5, Section 3)

6. (a) § 4 - Multiple Trip

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. (Arbitration Award 458, Article 5, Section 4)

Deleted: Section
Inserted: Section 4 - Multiple Trip
¶
¶ 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. (Arbitration Award 458, Article 5, Section 4)¶
¶ ... [9]

6. (a) § 5 - Exception

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 allowances 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.

Deleted: Section
Inserted: Section 5 - Exception
¶
¶ 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 allowances are paid for such service.¶
¶ ... [10]

(Arbitration Award 458, Article 5, Section 5)

6. (a) § 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. (Arbitration Award 458, Article 5, Section 6) SECTION 7. Where hostlers are not provided to take engines to and from trains, engineers will be allowed not less than the actual mileage between yard, depot and roundhouse, including turning engine on wye (where distance is one mile or over).

Deleted: Section
Inserted: 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.
Deleted: ¶
¶

This section does not apply when mileage made is absorbed at initial terminal by the payment of initial delay, initial switching or overtime; or at intermediate or turning point by the payment of overtime or turning point switching or at final terminal by the payment of terminal switching, terminal delay or overtime, each computed separately.

In the application of this section, mileage between yard, depot and roundhouse, when payable, will be allowed separately from road trip mileage.

EXAMPLE NO. 1--

Engineer brought on duty..... 8:00 AM
Departs initial terminal..... 8:20 AM

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Arrives final terminal..... 2:40 PM
Relieved final terminal..... 2:50 PM
Mileage of trip..... 75
Mileage roundhouse to yard, initial terminal..... 1.6
Allowance: 100 road miles and 2 roundhouse miles.

Deleted:

EXAMPLE NO. 2--

Engineer brought on duty..... 8:00 AM
Departs initial terminal..... 8:20 AM
Arrives final terminal..... 2:40 PM
Relieved final terminal..... 2:50 PM
Mileage of trip..... 75
Mileage yard to roundhouse, final terminal..... 2.1
Allowance: 100 road miles and 2 roundhouse miles.

EXAMPLE NO. 3--

Engineer brought on duty..... 8:00 AM
Departs initial terminal..... 8:20 AM
Arrives final terminal..... 2:40 PM
Released final terminal..... 2:50 PM
Mileage of trip..... 75
Mileage roundhouse to yard, initial terminal..... 1.2
Mileage yard to roundhouse, final terminal..... 1.2
Allowance: 100 road miles and 2 roundhouse miles.

EXAMPLE NO. 4--

Engineer brought on duty..... 8:00 AM
Departs initial terminal..... 8:20 AM
Arrives final terminal..... 2:40 PM
Released final terminal..... 2:50 PM
Mileage of trip..... 75
Mileage roundhouse to yard, initial terminal..... 1.2
Mileage yard to roundhouse, final terminal..... 1.3
Allowance: 100 road miles and 3 roundhouse miles.

EXAMPLE NO. 5--

Engineer brought on duty..... 8:00 AM
Departs initial terminal..... 8:20 AM
Arrives final terminal..... 2:40 PM
Relieved final terminal..... 2:50 PM
Mileage of trip..... 75
Mileage roundhouse to yard, initial terminal..... 1.6

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Mileage yard to roundhouse, final terminal..... 1.6
Allowance: 100 road miles and 3 roundhouse miles.

EXAMPLE NO. 6--

Engineer brought on duty..... 8:00 AM
Departs initial terminal..... 8:20 AM
Arrives final terminal..... 6:00 PM
Relieved final terminal..... 6:20 PM
Mileage of trip..... 140
Mileage roundhouse to yard, initial terminal..... 1.3
Allowance: 140 road miles and 1 roundhouse mile.

EXAMPLE NO. 7--

Engineer brought on duty..... 8:00 AM
Departs initial terminal..... 8:20 AM
Arrives final terminal..... 6:00 PM
Relieved final terminal..... 6:20 PM
Mileage of trip..... 140
Mileage yard to roundhouse, final terminal..... 2.1
Allowance: 140 road miles and 2 roundhouse miles.

EXAMPLE NO. 8--

Engineer brought on duty..... 8:00 AM
Departs initial terminal..... 8:20 AM
Arrives final terminal..... 6:00 PM
Relieved final terminal..... 6:20 PM
Mileage of trip..... 140
Mileage roundhouse to yard, initial terminal..... 1.2
Mileage yard to roundhouse, final terminal..... 1.2
Allowance: 140 road miles and 2 roundhouse miles.

EXAMPLE NO. 9--

Engineer brought on duty..... 8:00 AM
Departs initial terminal..... 8:20 AM
Arrives final terminal..... 6:00 PM
Relieved final terminal..... 6:20 PM
Mileage of trip..... 140
Mileage roundhouse to yard, initial terminal..... 1.2
Mileage yard to roundhouse, final terminal..... 1.3
Allowance: 140 road miles and 3 roundhouse miles.

EXAMPLE NO. 10--

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Engineer brought on duty..... 8:00 AM
 Departs initial terminal..... 8:20 AM
 Arrives final terminal..... 6:00 AM
 Relieved final terminal..... 6:20 PM
 Mileage of trip..... 140
 Mileage roundhouse to yard, initial terminal..... 1.6
 Mileage yard to roundhouse, final terminal..... 1.6
 Allowance: 140 road miles and 2 roundhouse miles.

NOTE: Preceding examples also apply to light engines.

Provisions of this section shall apply to engineers in assigned helper service in accordance with the following Examples provided the actual mileage traveled on outgoing trip between yard, depot and roundhouse, or the actual mileage traveled on the incoming trip between yard, depot and roundhouse, is one mile or over, viz.:

EXAMPLE 1: Payment under this section to be made for each trip except that if engineer arrives on overtime on final trip of his day, mileage between yard, depot and roundhouse will not be paid for the initial, intermediate or final trips of his day on which overtime is paid.

NOTE: When overtime earned does not equal in money value the equivalent of roundhouse miles, roundhouse miles will be allowed.

EXAMPLE 2: Payment under this section to be made for initial, intermediate and final trip if engineer does not arrive on overtime on final trip of his day, except as provided in Example 3.

Payment of initial terminal miles in helper service shall be subject to the provisions of Section 6(a), this Article.

EXAMPLE 3: If engineer does not arrive on overtime on final trip of his day and is paid final terminal delay on the final trip of his day, payment under this section is to be made on the initial and intermediate outgoing and incoming trips, and on outgoing portion of final trip of his day, but not for the incoming portion of final trip of his day, because the payment of final terminal delay absorbs the mileage under this section on the final incoming trip of his day.

NOTE 1: (Arbitration Award 458, Sideletter #3A) This concerns the FTD rule, particularly our understanding with respect to the use of the term "deliberately delayed" in Section 1 of this Article.

During the discussions that led to our Agreement, you expressed concern with situations where a crew was instructed to stop and was held outside the

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terminal between the last siding or station and the point where final terminal delay begins and there was no operational impediment to the crew bringing its train into the terminal; i.e., the train was deliberately delayed by yard supervision. Accordingly, we agreed that Section 1 would comprehend such situations.

On the other hand, the carriers were concerned that the term "deliberately delayed" not be construed in such a manner as to include time when crews were held between the last siding or station and the point where final terminal delay begins because of typical railroad operations, emergency conditions, or appropriate managerial decisions. A number of examples were cited including, among others, situations where a train is stopped: to allow another train to run around it; for a crew to check for hot boxes or defective equipment; for a crew to switch a plant; at a red signal (except if stopped because of a preceding train which has arrived at final terminal delay point and is on final terminal time, the time of such delay by the crew so stopped will be calculated as final terminal delay); because of track or signal maintenance or construction work; to allow an outbound train to come out of the yard; and because of a derailment inside the yard which prevents the train held from being yarded on the desired track, e.g., the receiving track. We agreed that Section 1 did not comprehend such conditions.

NOTE 2: (Arbitration Award 458, Sideletter #3B) This concerns the payment of mileage operated in the final terminal in the application of the final terminal delay rule.

In accordance with Article V, final terminal delay is to be computed from the time the engine reaches the switch used in entering the final yard within a terminal where the train is to be left or yarded until finally relieved from duty.

In the application of such provision, on railroads where road mileage ends at present FTD points, road mileage will be adjusted by the distance between the present FTD point(s) and new FTD point(s) established by this Article V.

On railroads which presently compute trip mileage (1) from center of the yard at the initial terminal to center of the yard at the final terminal, (2) from roundhouse at the initial terminal to the roundhouse at the final terminal, (3) on basis of established mileage as agreed upon regardless of the location in the final terminal where trains are actually yarded, or (4) under similar situations, such trip mileage will continue to apply and the 60-minute period referred to in Article V will be extended pursuant to Section 2 thereof for trip mileage allowed after passing new FTD point(s)

ARTICLE 16

Article 15

RATES OF PAY FOR LIGHT ENGINES AND PILOTS, INSTRUCTOR ENGINEERS,
PEER TRAINING

SECTION 1. When engines are run over the road light, engineers will be paid full freight rates, including allowed mileage as shown in Article 4, except when doubleheading passenger trains out of division terminal to an intermediate point, and continue trip with light engine to next division terminal, will be paid passenger rates for the entire trip, according to weight of engine used, and overtime as provided in Section 1, Article 14.

SECTION 2. Engineers acting as pilots will be compensated per weight of locomotive and service, the same as if handling the engine on which pilot service is performed.

SYSTEM AGREEMENT - INSTRUCTOR ENGINEERS

(1996 System Agreement Attachment (c))

SECTION 3. The Carrier may utilize locomotive engineers to provide on-the-job training to student engineers. Such training will be delivered by locomotive engineers designated as "Instructor Engineers" during their working trips, subject to the following:

Instructor Selection/Retention

- 1. The Carrier will determine the number of Instructor Engineers needed in a particular territory.**
- 2. The availability of that number of Instructor Engineer designations will be advertised.**
- 3. The appropriate Carrier officer and the BLE Local Chairman will review the applications and select the successful applicants. In order to ensure that the most qualified applicants are selected, consideration should be given to the following factors:**
 - **Skill as a locomotive engineer.**
 - **Communication skills.**
 - **Safety/discipline record.**
 - **Experience as a locomotive engineer.**
 - **Seniority.**

As the purpose is to select the most qualified applicants, the parties must display the utmost objectivity and fairness in making their selections.

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In the unlikely event that the Carrier Officer and Local Chairman are unable to agree on selection, the selection will be made by the Carrier officer.

4. The Carrier will develop and utilize a feedback mechanism which will allow student engineers to evaluate instructor Engineers. The appropriate Carrier Officer and BLE Local Chairman will periodically review the evaluations for the purpose of identifying performance deficiencies.
5. Where appropriate, the Carrier officer should consult with the Instructor Engineer and the BLE Local Chairman in an attempt to correct any performance deficiencies prior to removal. The Carrier may remove a particular locomotive engineer from the list of designated Instructor Engineers.
6. Instructor Engineers may voluntarily relinquish their designation as such.

Training Conditions

1. Instructor Engineers will be responsible for the proper supervision of student engineers during their on-the-job training.
2. Instructor Engineers will permit student engineers to operate the locomotive and perform other functions of an engineer.
3. (a). The Instructor Engineer will not be held responsible for broken knuckles, damaged drawbars or rough handling or missed platforms when the locomotive is operated by the student engineer.
(b). Instructor Engineers will not be held responsible for rule violation(s) committed by the student engineer so long as the Instructor took every reasonable precaution to prevent the rule violation(s) and alleged negligence on the part of the Instructor Engineer neither caused nor directly contributed to the rule violation(s).
4. The Instructor Engineer will complete any required report regarding the performance of the student engineer.

Compensation

1. Instructor Engineers will receive one of the following allowances, in addition to all other earnings, for each tour of duty with a student engineer or with an engineer taking a recertification trip required by the FRA to maintain his or her locomotive engineer's license:

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Yard Service: \$14.00

Road Service (including local and road switcher): \$28.00

NOTE: The foregoing allowances are "frozen" (i.e. not subject to future wage increases).

2. The presence of a student engineer will not affect the Instructor Engineer's rate of pay when operating without a fireman.

Special Qualifications

1. The Carrier may establish special qualifications for Instructor Engineers such as additional training courses designed to enhance their abilities as locomotive engineer and/or instructor.

2. Locomotive engineers will be given a reasonable time following selection as an Instructor Engineer to complete any such special qualifications.

Q-1: If the need arises for a student engineer or an engineer recertifying to ride and an instructor is not available may another engineer be used?

A-1: Yes.

Q-2: What will the non-instructor engineer be paid?

A-2: The same as an instructor engineer under the compensation provisions of this agreement.

Side Letter #1

INSTRUCTOR ENGINEERS

The parties recognize that it is the intent of this agreement to provide sufficient engineer instructors to meet the needs of the service. This benefits currently working engineers because it assists in providing additional manpower to meet the needs of new business and the normal attrition of current engineers. The interruption of training due to an insufficient number of trainer applicants or the voluntary relinquishment of trainer positions could adversely affect the training of student engineers and result in current engineers working additional assignments.

Therefore, if a sufficient number of applicants are not received in a given area or voluntary relinquishment of trainer assignments causes an insufficient number of trainers to meet the needs of the service, then the Carrier may revert to the former method of assigning

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students to engineers in that area and the pay provisions that existed previously shall also apply.

SYSTEM AGREEMENT - PEER TRAINING
(1996 System Agreement Attachment (d))

SECTION 4 The parties recognize that several factors including FRA licensing, new technology, rules exams, fuel conservation, etc., have created a need for more expanded training programs. Due to the ebb and flow of training opportunities and the benefits that arise from the use of peer training, the parties agree that the Carrier may supplement its training program with peer trainers as follows:

1. The Carrier may develop a pool of peer trainers in two classifications called (1) classroom peer trainers and (2) field peer trainers. An employee may be qualified as both a classroom and field peer trainer.
2. The Carrier may post notices for a seven (7) day period advertising a specific number of classroom and/or field peer trainer positions. It is anticipated that the positions will be established at major home terminals but the parties recognize that trainers may be sent to smaller terminals to assist in training. Trainers may also travel to other major home terminals to train new trainers. The positions will be for a one-year period and then rebulletined.

NOTE 1: Peer trainers who are working as such at the end of the one year period will finish their assignment but will not begin a new peer training assignment unless selected for a new one-year period.

NOTE 2: At terminals where more than one seniority zone works, i.e. Salt Lake City, it is not necessary to have trainers from each seniority zone. A trainer may train engineers from multiple seniority zones.

NOTE 3: Engineers holding seniority at a given location will be used as trainers unless business levels are such that it would create a shortage or continue a shortage of engineers at that location. In these instances, trainers from an area of surplus may be used. in Notes 2 and 3, field rides will only be given after a peer trainer is familiar with the territory.

3. (a) The Local Chairmen will collect the applications and review them with the designated Carrier Officer. If the list of applicants is equal to or greater than twice the number of positions posted, the two parties will then eliminate one name each on an alternating basis (Local Chairmen first) until the number remaining equal the number of trainer positions posted.

Article 15

(b) If the number of applicants is less than twice the number, the Local Chairman and Carrier Officer may accept the list as is to make their selections or they may add to the list (Carrier Officer first) until twice the number of engineers are on the list. The parties will then finalize the list per (a) above.

(c) The engineers selected will be designated as Trainers subject to the terms and conditions of this agreement.

NOTE 1: The non-selection of an engineer as a trainer does not reflect on the ability of an engineer to handle a train but recognizes that trainer skills are different skills.

NOTE 2: Should the Local Chairmen not produce a list of applicants and/or proposed trainers, then the General Chairman will do so in a timely manner.

4. (a) Peer trainers may be used for any training needs for engineers or the public such as but not limited to:

- (1) Rules exams.
- (2) Check rides – pre-certification, familiarization and others.
- (3) Red Block.
- (4) Operation Life Saver.
- (5) New equipment - including distributive power.
- (6) Simulator.
- (7) Pilot service - terminal and road familiarization in connection with mergers, trackage rights, new ID runs, etc.

(b) Classroom peer trainers will be primarily used in classroom settings, including rules exams, Red Block, Operation Life Saver, etc.

(c) Field peer trainers will be primarily used in the field including check rides, hostler training, new equipment, simulators, pilot service, etc.

(d) Employees designated as both classroom and field peer trainers may be used in either capacity. The two classifications of trainers are meant as guidelines and it is recognized that work in each area will overlap and claims will not be filed because of any overlap.

5. The Carrier may require additional training for peer trainers designed to enhance their ability to perform peer training duties. When sent to another location for additional training or to train others, they will be reimbursed for actual travel expenses as arranged by the Carrier. Employees who receive permission to drive their own automobile will be reimbursed at the then current mileage rate. Employees must turn in expense account forms showing actual travel and meal expenses and

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receipts where required by Carrier policy.

6. When a training need arises, the Carrier will select a peer trainer(s) from the pool of trainers and assign the trainer(s) to the assignment. If the assignment is anticipated to be 30 days or less, the vacancy, caused by the trainer leaving their regular assignment, will be treated as a temporary vacancy under existing rules. If it is anticipated that the vacancy will be for 31 days or longer, then as a permanent vacancy under existing rules.

7. Peer trainers shall be paid as follows:

(a) Trainers who work in a classroom or simulator setting shall be paid \$230 per day.

(b) Trainers who work in the field (on moving locomotive units) will be paid the greater of \$230 per day or one hundred fifteen (115) percent of their prior years' earnings used to determine their 1152 vacation pay. The percentage amount shall be divided by 365 and a daily rate shall be established.

(c) The rate (\$230 or 115%) shall be paid for each day the trainer is withheld from their regular assignment due to their training assignment. The payment, either the percentage amount or the minimum amount shall be for all services rendered and no other payment, overtime or arbitrary of any kind shall be paid.

Example 1: The trainer, working in pool freight service, is notified to teach rules exams the following week beginning on Monday. If his/her pool turn normally would arrive back in town no later than Saturday at 11:59 pm., he/she will work the turn and begin training Monday through Friday and be paid five days at \$230 per day. If his/her pool turn leaves on Friday (the last day of training) and returns on Saturday, then he/she will receive another day's pay for Saturday. If the original pool turn does not leave until the Saturday before the training begins, the trainer will be paid two additional days at \$230 for the Saturday/Sunday missed days of the regular turn.

Example 2: The rate using the percentage factor is \$265 per day. A trainer is used to work with an engineer on distributed power between two terminals. The trainer is used on Monday to the far terminal and Tuesday back, the same days his regular assignment worked. The trainer is paid \$265 per day.

(d) Any engineer working as a trainer will be treated as occupying the "highest rated position available" for purposes of computing any applicable protection.

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Article 15

(e) It is understood that all time spent serving in any program addressed by this Agreement is considered the same as marked up and available for guarantee purposes. Such time will also be considered as compensated service for the purpose of calculating vacation qualification and vacation earnings.

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SECTION 5 (1994 Me Too Agreement Article 3)

5. (a) A training allowance will be paid to engineers on whose crew a new hire trainman (who has not yet established a seniority date as a trainman/switchman) has been placed for student/training trips.

5. (b) In the event such new hire is placed on a train crew consisting of conductor/foreman-only, the engineer on that crew shall receive \$20.00 per trip or tour of duty in addition to all other earnings each date training is performed. If the train crew consists of more than a conductor/foreman, the engineer will receive an allowance of \$10.00.

5. (c) Engineers paid this allowance may be required to provide the conductor with a verbal evaluation of the new hire trainman for incorporation into the conductor's written report.

SECTION 6 (1994 Me Too Agreement Article 10) In the event an engineer called for hostling service works on the same crew with a hostler who receives the \$11.00 differential or any higher subsequent amount granted pursuant to letter dated December 14, 1993, Co. file E&F 188-140, the engineer will also receive the \$11.00 (or higher) differential. The \$11.00 (or higher) differential will be applied toward the engineer's earnings for purposes of calculating guarantee payments and "make whole" payments, if applicable.

ARTICLE 17

1913 MEDIATION OF ELECTRICAL QUESTION

Should the Company establish electric service on any part of the System, the 1913 Mediation Settlement of Electrical Question shall be applicable, including Award Supplement to General Order 27.

ARTICLE 18

LOCAL FREIGHT AND MIXED SERVICE

SECTION 1. Engineers handling four or more freight cars or four or more baggage or express cars containing merchandise under freight billing in conjunction with overland passenger service, shall be paid full freight rates and under freight conditions for the entire trip. Engineers handling less than four freight cars or less than four

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baggage or express cars containing merchandise under freight billing, who are required to pick up and/or set out one or more of said cars en route, shall be paid full freight rates and under freight conditions for the entire trip.

Overland passenger service under the provisions of this section consists of trains:

- 1. (a)** originated on the lines of other railroads for handling by this Company on its present Western Lines for delivery to another line of railroad for delivery to destination on this Company's lines;
- 1. (b)** originating on the present Western Lines of this Company and delivered to another line of railroad for movement on that line toward destination; and
- 1. (c)** operated solely on this Company's lines originating at Ogden and terminating at Portland, El Paso or Tucumcari; originating at Portland and terminating at Ogden, El Paso or Tucumcari; originating at Tucumcari or El Paso and terminating at Portland or Ogden.

SECTION 2. Engineers handling one or more freight cars or one or more baggage or express cars containing merchandise under freight billing in conjunction with branch or local passenger service, shall be paid full freight rates and under freight conditions for the entire trip.

SECTION 3. Under Sections 1 and 2 on dates on which merchandise is loaded or unloaded, or transferred to or from car en route, local freight rates will apply and under freight conditions for the entire trip. Local freight rates will also apply to engineers who perform industrial or station switching as defined in Section 4, this Article.

SECTION 4. In addition to assigned local freight trains and mine runs, engineers handling freight or mixed trains required to set out or pick up car or cars at three or more stations, to load or unload freight, to load or unload stock not handled in their train, or do station switching between the terminals of their run, shall be allowed local freight rates of pay for the entire trip.

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

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

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

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NOTE: The phrase "industrial tracks" will also include freight house and packing house tracks.

Question (a): Engineer handling through freight train picks up several cars at station en route, weighs them, after which these cars are taken into his train and handled to another station, where they are set out. Does the weighing of cars constitute "station switching" as specified in Section 4, Article 18?

Answer (a): No; cars having been handled in his own train, weighing of same does not constitute station or industrial switching.

Question (b): Engineer helps through freight train and during time being helper, train crew pick up and set out at two points. Subsequent to the extra helper being cut out, the train picked up and set out at one additional point, resulting in crew of train being allowed local freight rate. Is the extra helper engineer entitled to local freight rate?

Answer (b): No; during period this extra engineer was helping this train no service was performed that would change classification of same, and the extra helper engineer should be compensated at through freight rates.

Question (c): Is engineer in through freight service entitled to local freight rates when required to move cars standing at station en route from one track to another at such station to enable him to get his train into clear?

Answer (c): No.

SECTION 5. Where, under schedule rules or accepted practices, a part of the crew receives local freight rates, the engineer will receive not less than the local freight rate.

ARTICLE 19.

ROUSTABOUT SERVICE

SECTION 1. Engineers assigned to perform switching, assembling and distributing cars may be run in and out and through regular assigned terminals without regard for rules defining the completion of trips. Time to be computed continuously from the time required to report for duty until released at home or district terminal. Local freight rates will apply according to weight of engine and district on which used. One hundred miles or less, eight hours or less, to constitute a day. Assignments will be confined to a radius of 100 miles or if assignment should be in excess of 100 miles, overtime will be paid on basis of eight hours. Overtime shall be paid for on the minute basis at an hourly rate of three-sixteenths of the dally rate, according to the weight of engine or other power used.

Deleted: This was done pursuant to Arbitration Award 458 Article 7 – Road Siwther, etc., Sections 1 and 2

Inserted: This was done pursuant to Arbitration Award 458 Article 7 – Road Siwther, etc., Sections 1 and 2

Article 19

SECTION 2. Assignments of engineers to this service will be made by bulletining vacancies of new runs in accordance with rules in effect. Bulletin will designate one home terminal and time engineer will begin work.

NOTE 1: Engineers brought on duty in advance of the time specified in bulletin of assignment will be allowed a minimum of 100 miles for each time used, in addition to earnings of assignment. In each case rates and rules covering service performed will govern.

NOTE 2: Engineers brought on duty subsequent to time specified in bulletin of assignment will be paid from time specified in bulletin of assignment.

SECTION 3. Engineers required to go beyond limits of assignment will be allowed a minimum of 100 miles at the rate applying on the locomotive in the service and on the district where performed for each time so used. Time thus consumed to be excluded on computing overtime worked on regular assignment.

SECTION 4. The above to apply to points listed below without prejudice to existing rules:

Coast District - Santa Cruz, Salinas, Guadalupe, and Lompoc.
Stockton District - Merced, Modesto, Turlock, Lodi,
San Joaquin District - Porterville, Oxnard.
Sacramento District - Marysville.
Los Angeles District - Brawley, El Centro, Calexico.
Western District - Santa Rosa.

SECTION 5. Engineers will be guaranteed mileage of their assignments, but this does not change present basis of applying weekly guarantee.

SECTION 6. Passenger service, helper service and work train service will not be included in roustabout assignments. (This Section 6 is superseded by the More than One Class of Road Service Award of Board of Arbitration No. 168 so long as the awarded rule remains in force and effect on this property.)

SECTION 7. Following example will illustrate what is intended by language reading "Engineer required to go beyond limits of assignment will be allowed a minimum of 100 miles:"

Engineer assigned to perform switching at Brawley and work between that point and Niland, including West Moreland Branch, home terminal Brawley, time to begin work 7 AM, required to make trip Niland-Indio or go beyond Niland or Brawley in any class of service will begin a new day and will be paid under the rules governing class of service performed.

Article 19

This example does not imply that engineer may not be assigned to work both ways out of Brawley, but in every case the limits of assignments specified in bulletin will govern.

ARTICLE 19 1/2

(Agreement E-25600, E&F 1-2248, August 25, 1986)

This was done pursuant to Arbitration Award 458 Article 7 –
Road Switcher, etc., Sections 1 and 2

ROAD SWITCHER SERVICE

Deleted: ROUSTABOUT SERVICE

- SECTION 1.** Assignments operating on a turnaround basis having a radius not exceeding 25 miles, computed by rail miles from the location of the home terminal, will be classified as road switcher service. Assignments having a radius of greater than 25 miles may be established by mutual agreement between the Company and the Brotherhood of Locomotive Engineers.
- SECTION 2.** Except as provided above, assignments will be confined to a radius of 25 miles and 100 miles or less, and eight hour or less will constitute a day.
- SECTION 3.** If engineers operate in excess of 100 miles they will be allowed the mileage actually operated at straight time rate or 100 miles and overtime after the expiration of eight hours on duty, whichever allowance is greater.
- SECTION 4.** Engineers assigned to road switcher service may be run in and out and through their assigned terminal without regard to rules defining completion of trips. Their time will be computed continuously from time required to report for duty until released from duty at the home terminal.
- SECTION 5.** Bulletins of assignment will specify the terminal, limits of assignment, and time to commence service. Assignments created under this rule will not be bulletined for less than five (5) days per week.
- SECTION 6.** The five-day yard rate shall apply to any assignment established under this rule.
- SECTION 7.** Unless an engineer is notified at least one and one-half (1 1/2) hours prior to the bulletined on-duty time of his assignment that his services will not be required until a later time, his time will be paid from the time specified in the bulleting of the assignment. This not to apply if the engineer is not rested under the Hours of Service Law. An engineer brought on duty in advance of the time specified in the bulletin of assignment will be allowed 100 miles for each time so used in addition to the earnings of assignment, and rates and rules covering road switcher service will govern.

Article 19 1/2

SECTION 8. Rules concerning initial and final terminal switching and delays do not apply to road switcher service.

SECTION 9. Engineers required to go beyond limits of assignment will be allowed a minimum of 100 miles at the local freight rate of pay applying on the locomotive in the service and on the district where performed for each time so used. Time thus consumed to be excluded in computing overtime worked on regular assignment. If computation on continuous time basis from time first coming on duty until final release pays more, continuous time will be allowed.

Deleted: (The above rule is also, applicable as Article 5 in the EP&SW engineers' agreement.)

ARTICLE 20

ENGINE BREAKING DOWN

SECTION 1. It will be understood that when a relief engine is sent to take the place of a disabled engine in passenger, assigned freight or work train service, the engineer beginning the trip is entitled to take the relief engine and complete the trip.

SECTION 2. In pool freight or unassigned freight service when a relief engine is sent from terminal to take the place of a disabled engine, the engineer beginning the trip will remain with the disabled engine and the engineer handling the relief engine will be entitled to take the train and complete the trip.

In case of failure of an engine operating in interdivisional freight service, the relief engine will be handled by an engineer of the division on which the engineer handling the engine which failed holds seniority.

Deleted: SECTION 3. An engineer required to pick up diesel units which are to be operated in multiple unit control or set out units which have been operated in multiple unit control and who is required to couple or uncouple all appurtenances necessary for multiple control operation will be allowed 60 minutes at the straight-time rate prevailing for the entire trip for each pick-up or set-out in addition to and without deduction from other allowances made for the day or trip. ¶

¶ An engineer required to rearrange the location of the units in the consist of his locomotive and who is required to couple or uncouple all appurtenances necessary for multiple control operation will be compensated therefor as provided in the above paragraph. ¶

¶ An engineer permitted upon request to rearrange the location of a unit equipped with refrigerated air conditioning system in the locomotive consist as the operating unit will not be allowed any additional compensation under this Section.

PICKING UP AND SETTING OUT DIESEL UNITS

SECTION 3. Blank (Arbitration Award 458, Article IV, Section 4)

Deleted: SECTION 4. An engineer required to prepare an engine for towing shall be allowed actual time with a minimum of 60 minutes for each engine prepared for towing, at the straight-time rate prevailing for the entire trip, in addition to and without deduction from other allowances made for the day or trip. ¶

PREPARING ENGINE FOR TOWING

SECTION 4. Blank (Arbitration Award 458, Article IV, Section 4)

EXCHANGING ENGINES

SECTION 5. Blank (Arbitration Award 458, Article IV, Section 4)

Deleted: SECTION 5. An engineer required to exchange engines between terminals, shall be allowed 60 minutes for each exchange, at the straight-time rate prevailing for the entire trip, in addition to and without deduction from other allowances made for the day or trip. ¶

PAY RULES

SECTION 5.1 (Arbitration Award 458, Article IV, Section 4)

Deleted: ARTICLE IV -

Deleted: Section 4 -

Engine Exchange (Including Adding and Subtracting of Units) And Other Related Arbitrarities

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5.1 (a) Effective July 1, 1986 all arbitrary allowances provided to employees for exchanging engines, including adding and subtracting units, preparing one or more units for tow, handling locomotive units not connected in multiple, and coupling and/or uncoupling appurtenances such as signal hose and control cables are reduced by an amount equal to two-thirds of the allowance in effect as of June 30, 1986.

5.1 (b) Effective July 1, 1987, all arbitrary allowances provided to employees for performing work described in paragraph (a) above are eliminated.

MAKING REPAIRS TO ENGINES

SECTION 6. Engineers on branch runs, or other portions of the road where engines do not run into roundhouses where machinists are located, and are obliged to make such repairs on engines as do not appertain to the duties of an engineer, shall be paid for all time thus employed at the rate per hour specified in Appendix "A." When work is done engineer will make list of same on trip cards to be approved by the Master Mechanic.

DAMAGE TO ENGINES

SECTION 7. Charges of carelessness against engineers causing damage to engines or other Company property will receive full and fair investigation and when such damage is found to be due to defective material or workmanship, or where there is reasonable doubt as to the cause of such damage, engineers will not be held responsible.

An engineer shall not be held responsible for the failure of an engine in his charge resulting from a condition arising in the engine room, provided the failure was beyond his control.

WORK OF TRAINMEN

SECTION 8. Engineers will not be required to do work that should properly be included in the duties of trainmen.

Engineers required in violation of this section to perform work that is properly the duties of a trainman will be allowed actual time with a minimum of 100 miles at the minimum engineer's rate for unclassified service.

PAY FOR STOCK KILLED

SECTION 9. Engineers will not be required to pay for stock killed, nor will fines for breakage or damage of any kind be imposed on engineers.

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SECTION 10. The work of setting out units and of picking up units from or into the consist of their locomotives is work allocated to engineers when mechanical forces are not provided therefor and an engineer is on duty and available to do the work.

ARTICLE 21

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ARTICLE 22

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ARTICLE 23

PAID HOLIDAYS

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

- 1. (a)** Each regularly assigned engineer in yard service, and each regularly assigned road service engineer in local freight service, including road switchers, roustabout runs, mine runs or other miscellaneous service engineers, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class of service in which last engaged for each of the following enumerated holidays:

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

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

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

- 1. (b)** Any engineer described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

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NOTE: Not more than one time and one-half payment will be allowed in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday.

- 1. (c)** To qualify for holiday pay, a regularly assigned engineer referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned engineer in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the engineer must fulfill such assignment.

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

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

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

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

- 1. (g)** When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding and following the vacation period due to the away-from-home

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operation of the individual's run shall not be considered to be workdays for qualifying purposes.

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

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

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

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

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

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

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

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

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

NOTE 1: For the purpose of Section 2(b)(1), (2), and (3), an extra yard service employee will be deemed to be available if he is ready for yard service and does

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not lay off of his own accord, or if he is required by the carrier to perform other service in accordance with rules and practices.

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

NOTE 2: (1994 Me Too Agreement Article 9) To qualify, employees on a common extra list protecting both road and yard service, must have compensation credited for ROAD SWITCHERS, WORK TRAINS yard or hostler service, AND OTHER BASIC DAY FREIGHT SERVICE on not less than 11 or more of the 30 calendar days immediately preceding the holiday.

2. (c) Deleted.

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

NOTE: Not more than one time and one-half payment will be allowed in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday.

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

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

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

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

PERSONAL LEAVE DAYS
(1995 Local Agreement Article 21)

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SECTION 3. (a) On a calendar year basis, engineers (i.e. engineers regularly assigned to a position that observes the holiday rule) shall have the option of electing to take personal leave days in lieu of holidays. Employees may not change their election during the calendar year.

3. (b) An engineer who has elected personal leave days in lieu of holidays shall be paid one basic day at the rate of the last service performed for each personal leave day taken. Any such engineer performing service on a holiday will be paid at the applicable time-and-one-half rate of pay but will not be entitled to holiday pay (the basic day's pay).

3. (c) An engineer must be continuously assigned to a position that observes the holiday rule ninety (90) days prior to requesting personal leave days. Personal leave days may only be taken when an engineer is assigned to a position that observes the holiday rule.

3. (d) (1) A request for a personal leave day by an engineer must be made and promptly confirmed in writing by the employee to the appropriate Company representative upon being relieved on the preceding work day to fill the position on the day or days to be taken and shall be granted to the extent permitted by the requirements of the service. Requests for personal leave days must be timely made in order to schedule all approved requests prior to the expiration of the calendar year.

3. (d) (2) If the requirements of service do not permit the engineer to take the requested personal leave days and the Company representative refuses to grant the request, the number of personal leave days so requested and not granted may be carried over, but requests must be confirmed in writing and granted prior to May 1 of the following year.

PERSONAL LEAVE
(1996 UP National Agreement - Article VI)

SECTION 4.1 Employees in road freight service covered by this Agreement and not covered by the National Paid Holiday Rules shall be provided with personal leave days on the following basis:

<u>Years of Service</u>	<u>Personal Leave Days</u>
<u>Less than five years</u>	<u>3 days</u>
<u>Five years and less than 10 years</u>	<u>5 days</u>
<u>Ten years and less than 15 years</u>	<u>7 days</u>
<u>Fifteen years and less than 20 years</u>	<u>9 days</u>
<u>Twenty years or more</u>	<u>11 days</u>

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SECTION 4.2 No employee covered by this Agreement shall receive in the aggregate more than eleven (11) personal leave days and paid holidays in any calendar year.

SECTION 4.3 (a) Personal leave days provided in Section 1 shall be scheduled with the approval of the proper carrier officer upon forty-eight (48) hours' advance notice from the employee.

4.3 (b) The employee will be paid one basic day at the rate of the last service performed for each personal leave day.

4.3 (c) Any personal leave days provided for herein that are requested but denied by the carrier and not subsequently rescheduled during the calendar year or the first quarter of the following calendar year shall be paid at the rate specified herein. Personal leave days carried over into another year because requested time off was denied by the carrier shall not be bought out.

4.3 (d) To qualify for personal leave days in any given calendar year, the employee must have been credited with at least 150 days for work during the preceding calendar year.

SECTION 4.4 Nothing in this Article is intended to restrict any of the existing rights of a carrier.

SECTION 4.5 This Article shall become effective on January 1, 1997 except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date.

Q AND A'S ARTICLE VI - PERSONAL LEAVE DAYS
(1996 UP National Agreement, Q and A's Article VI)

Q.1: Are passenger and local freight service engineers entitled to personal leave days provided for in the Article?

A.1: Yes. The intent of Article VI was to provide personal leave days to all engineers who were not entitled to paid holidays.

Q.2: Is the time in service in other crafts counted when determining years of service?

A.2: Yes, if that is the current practice on the individual railroad.

Q.3: May an employee eligible for personal leave days accumulate days he is not allowed to take during the year?

A.3: Yes, up to a maximum of thirty (30) days.

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ARTICLE 24

VACATIONS

SECTION 1. (a) Effective January 1, 1997, 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 two hundred forty (240) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the year 1997, 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 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 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(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

1. (b) - Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

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

¶ Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

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Beginning with the year 1997, 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 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 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(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

1. (c) - Effective January 1, 1997, 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 two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service of not less than one thousand two hundred and eighty (1280) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1997, 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 qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 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

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

¶ Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service (See NOTE below.)

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employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

1. (d) - Effective January 1, 1997, 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 two hundred forty (240) 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 year 1997, 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 qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 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 service rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

1. (e) - Effective January 1, 1997, 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 two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the

Deleted: c) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service of not less than one thousand two hundred and eighty (1280) basic days in miles or hours paid for as provided in individual schedules.¶

¶ Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other service shall be computed as 1.3 days, for purposes of determining qualific{... [11]

Deleted: (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 d ate of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all of (... [12]

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said twenty five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 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(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

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

1. (f) BLANK.

1. (g) - Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 90 and 45 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.

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

Deleted: (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 curler will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.¶

¶ Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section (e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)¶

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

Deleted: (9) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.¶

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

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

Deleted: (2720) basic days under Section 1(d), and four thousand (4000) basic days under Section 1(e).¶

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.

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.

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

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 the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1 (a), (b), (c), (d), or (e) and (j) hereof.

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1. (m) - Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days 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.
1. (n) - During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.
1. (o) - An employee may make up to two splits in his annual vacation in any calendar year.
1. (p) - An employee may take up to one week of his annual vacation in single day increments, provided, however, that such employee shall be automatically marked up for service upon the expiration of any single day vacation.
1. (q) - (1995 Local Agreement, Article 11, Section 1) When engineers are unable to utilize all their vacation split days by November 30 of the current vacation year, the engineers shall have the option of being paid for their remaining vacation split days in lieu of the carrier assigning the remaining vacation split days. Engineers shall make request for payment for days not used by December 10 of the current vacation year; to be paid in the pay check for the first half of December of the current vacation year.

1996 Q AND A's - ARTICLE V - BENEFITS ELIGIBILITY

Vacation Benefits

Q-1: In situations where employees are assigned to Reserve Boards or observe Personal Leave Days, will such time be counted toward fulfilling the qualifying requirements for vacation to be taken in the succeeding year?

A-1: Yes, with respect to Reserve Boards and Personal Leave Days, if that is the current practice on the individual railroad.

Q-2: Is it correct that an employee who works six (6) months in yard service and six (6) months in road service will qualify for a vacation after rendering service amounting to the equivalent of 150 qualifying days commencing January 1, 1997?

A-2: There is no change from existing applications concerning employees with road and yard rights.

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Q-3: BLANK

Q-4: Are current system agreements providing more than two splits in annual vacations affected by this agreement?

A-4: No.

Q-5: Are current system agreements providing for more than one week of annual vacation to be taken in single day increments changed by this agreement?

A-5: No.

Q-6: What procedure should be followed when requesting a single day of vacation?

A-6: Employees should follow the established procedure for assigning vacations on the property. Where there is none, the procedures used for scheduling personal leave days should be used.

Q-7: Must the Carrier allow the request made by an employee to observe a single day of vacation?

A-7: Yes, employees should follow the established procedure for assigning vacations on the property. Where there is none, the procedures used for scheduling personal leave days should be used.

Q-8: Will employees be automatically marked up for service upon return from vacation periods of more than a single day?

A-8: The new provisions for automatic mark-up apply only when taking vacation in less than one week increments. Otherwise, existing rules and practices continue to apply.

Q-9: There are many questions raised with regard to the change in the number of qualifying days. The questions include, but are not limited to, the application of the 1.6 and 1.3 multiplying factors and the determination of the number of accumulated days of service for qualification for extended vacation. How might these questions be resolved?

A-9: The parties commit to the formulation of a Vacation Synthesis so as to fully incorporate the changes made in this Agreement and to serve as a guide to resolve these questions and issues.

Q-10: When an employee elects to observe one (1) week of vacation in single day increments as provided for in paragraph (f) does that constitute one (1)

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of the allowable two (2) splits in his/her annual vacation as provided for in paragraph (e)?

A-10: Yes.

Q-11: Does the term “local officials” as used in Side Letter #6 include division presidents, secretaries/treasurers and legislative representatives who may be required to lose time from their assignments due to union obligations?

A-11: No, local officials are limited to working General Chairmen, Local Chairmen, and State Legislative Board Chairmen.

Q-12: In application of paragraph (f), how many days of single day vacations may a yard service and road service employee be permitted to take; five, six or seven days?

A-12: This question should be decided on each individual property in accordance with the past practice as to what appropriately constitutes one (1) week of annual vacation.

Q-13: Can the employee elect to take vacation in periods of two (2), three (3), or four (4) days, rather than single day increments?

A-13: Yes, employees should follow the established procedure for assigning vacations on the property. Where there is none, the procedures used for scheduling personal leave days should be used.

Q-14: If an employee observes a single day of vacation and subsequently becomes ill so as to be unable to work the next day, what must he/she do inasmuch as they are to mark-up for service automatically?

A-14: The employee should follow the established procedure for marking off sick.

Q-15: Are an employee’s obligations under existing rules and practices with respect to protecting service on his assigned off/rest days changed if the employee observes a single day of vacation immediately prior to such off/rest day?”

A-15: No.

Q-16: May an employee request a single day of vacation to be taken immediately following a day where he/she was off sick or observing a personal leave day?

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A-16: Yes.

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

General

- 2. (a)** An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).
- 2. (b)** Beginning on the date Agreement "A" dated September 25, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement are concerned:

Yard Service

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

Combination of Road and Yard 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

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preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

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

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

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

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

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

SECTION 7. (a) Vacations shall not be accumulated or carried over from one vacation year to another. However to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

7. (b) After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

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

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

SECTION 10. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property, either party may submit the dispute or controversy to arbitration in accordance with the procedures of Section 3 of the Railway Labor Act.

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

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

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

SECTION 14. The parties hereto having in mind conditions which exist or may arise on individual carriers in making revisions 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

Deleted: and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.¶

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written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

Vacation Implementation Agreement

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

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

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

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

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

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

15. (c) Except as to the Tucson and Phoenix seniority zone in the Southwest Hub where the number of engineers to be accorded a vacation in any particular period is covered by local agreements (which local agreements are not disturbed by anything herein contained), each superintendent and local chairman or local chairmen, BLE, affected shall cooperate in determining the total number of employees of the separate seniority zone locations under the jurisdiction of such superintendent that shall be granted vacations in each of the fifty-two-(52) separate units, and employees who qualify for vacations shall, to the extent of the total number so determined, be assigned vacation periods as follows:

(1) Employees who qualify for a vacation of five weeks and do not elect to split their vacation shall be assigned their choice of

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a vacation period of any five consecutive units set forth in paragraph 1, in accordance with their seniority.

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

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

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

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

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

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

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

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selected, which first choice will be assigned in accordance with his seniority.

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

(4) Employees who qualify for a vacation of two weeks and do not elect to split their vacation shall be assigned their choice of a vacation period of any two consecutive units set forth in paragraph 1, in accordance with their seniority. An employee who qualifies for a vacation of two weeks and who elects to split his vacation shall select one period of one unit and a second period of one unit, as set forth in Paragraph 1. An employee thus electing to split his vacation will designate his first choice as between the two periods selected, which first choice will be assigned in accordance with his seniority.

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

When two periods are requested as set forth in paragraphs c1, c2, c3 and c4, only one of such periods will be assigned between June 4 and September 16 of each year.

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

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

15. (e) Employees in active service who have qualified for a vacation and who fail to make written application for a vacation, or who fail to specify their preference of a vacation period on their written application, shall be assigned a vacation at the discretion of the Company without respect to seniority standing and shall be

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promptly notified of the vacation assigned to them, except employees on leave of absence or on sick leave during the entire period November 15 to December 1, inclusive, shall file application for vacation within 10 days from date of-reporting for duty and shall, in accordance with their seniority, be added to the vacation period of their seniority choice; employees who continue on furlough or leave of absence or sick leave during the entire calendar year in which entitled to a vacation shall be allowed payment in lieu of vacation.

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

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

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

15. (h) If operating conditions do not permit the granting of an actual vacation to an employee during the vacation period or periods assigned to him, the vacation allowance to the said employee shall be computed and paid to him in accordance with the provisions of the Vacation Agreement in the same manner as though an actual vacation had been accorded.

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

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

15. (j) Claims for vacation pay during the period to which assigned shall be made by submitting time return (Form 2370) immediately prior to commencement of the

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assigned vacation period or periods, dated as of the date vacation period is assigned to commence, except that when vacation extends into following pay roll periods, separate time returns (Form 2370) will be submitted for each pay roll period, showing thereon vacation dates applicable to each separate pay roll period.

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

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

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

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

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

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

15. (o) (1) Vacations shall be commenced and terminated at points at which reliefs are made in accordance with agreement provisions.

(2) Where relief for vacation for employees assigned split vacation periods incurs deadheading, deadhead pay for one round trip only will be allowed for the combined relief periods and payments shall be divided as follows:

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

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

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

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

15 (p) (1995 Local Agreement side letter #2 dated September 1, 1995) This is to confirm our understanding that BLE Local Chairmen will continue to be able to “float their vacations as has been permitted in the past. My understanding is that this permits the Local Chairman to take his/her vacation at a time of his/her choosing without need to schedule in advance, but such vacations must otherwise be observed in accordance with applicable agreement provisions.

SECTION 16. (1995 System Agreement, Sideletter # 4) For purpose of vacation qualification, employees will be credited with 240 (per 1996 National Agreement) basic days for each year spent as a full-time BLE representative, with proration for periods of less than one year. The intention is that employees returning from a position as a full-time BLE representative to active duty with SP UP will not lose entitlement to vacation because of their time spent with BLE. It is not the intention of this letter to provide paid vacation from SP UP during any year the employee is entitled to paid vacation from BLE.

1996 National Agreement Sideletter #6 1996 May 31, 1996

This confirms our understanding regarding Article V -Benefits Eligibility of the Agreement of this date.

This will confirm our understanding that vacation qualification criteria in effect on the date of this Agreement shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen (“local officials”). In other words, the changes in qualification as set forth in Article V, Section 2 are not intended to revise vacation qualification conditions for such local officials. It is further understood that by providing this exclusion it is not intended that the total

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number of such officials covered be expanded. Please acknowledge your agreement by signing your name in the space provided below.

ARTICLE 25

Timetable Mileage Allowed

SECTION 1. In computing mileage of a run, actual timetable mileage only will be counted, excepting on runs less than 100 miles as specified in Article 4 and Article 12.

Time Claims

SECTION 2. BLANK

SYSTEM AGREEMENT - CLAIM HANDLING PROCESS
(1996 System Agreement Attachment b)

SECTION 3. In an effort to provide a method for a condensed and more expedited process of handling time claims, it is agreed that all time claims after ratification of this Agreement shall be handled as follows:

1. All time 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 of the date of the occurrence on which the claim is based.

2. Should any time claim be disallowed, the Carrier, within sixty (60) days from the date same was filed, must notify the employee or his representative in writing of the reason(s) for such disallowance.

3. if a disallowed claim is to be appealed on behalf of the employee, such appeal must be in writing within sixty (60) days from receipt of the notice of disallowance.

4. Within sixty (60) days of the date of the appeal, the highest Labor Relations Officer authorized to handle such claim must notify the employee's representative in writing of his/her decision to reject this appeal.

5. Within one hundred eighty (180) days of the date of the rejection of the appeal, the B.L.E.'s highest designated officer to handle such claims must list this claim, in writing, for conference with Labor Relations.

6. Within sixty (60) days of the Time Claim Conference, Labor Relations must send a final rejection letter of such claim to the B.L.E.'s highest designated officer to handle such claim.

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Deleted: When time claimed on time return is not allowed, the engineer will be promptly notified by the superintendent and given reasons why said time should not be allowed.

Deleted: Time Claim Procedures¶

SECTION 3. When claims are presented to the superintendent by the local chairman, the latter will submit a statement of facts in the case and refer to the agreement rule or settlement on which the organization bases its claim.¶

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

¶ If claim is not allowed by the superintendent, he will furnish the local chairman with a statement of facts and reasons why the claim is not allowed. If conference is desired by the organization, same will be granted without unnecessary delay.¶

¶ If claim is not disposed of in conference, the superintendent or his representative and the local chairman shall prepare a joint statement of facts for the information of the General Manager or his representative, and the General Committee, Brotherhood of Locomotive Engineers.¶

¶ If the superintendent and the local chairman fail to agree on a joint statement of facts, they will prepare separate statements setting forth their contentions. It is understood no argument should be used in the statement of facts.

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7. Within one-hundred eighty (180) days of the date of the final rejection letter after Conference, the highest B.L.E. officer designated to handle such time claims must list the claim before a tribunal having jurisdiction pursuant to the law or agreement.

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8. If either party fails to comply with a time limit contained in this agreement, the claim shall be allowed (if the carrier's failure) or withdrawn (if the organization's failure). Claims so disposed of shall not be considered as a precedent or a waiver of the contentions of either party as to other similar claims.

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9. All rights of the Claimant involved in continuing alleged violations of the Agreement shall under this rule be fully protected by continuing to file a claim for each occurrence (or tour of duty).

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10. This rule recognizes the right of the representatives of the Organization party hereto to file and prosecute claims for and on behalf of the employees they represent.

Note 1: It is understood the time limits set forth in this Rule may be extended by mutual agreement of the parties.

Note 2: The use of the term "in writing" in this Rule includes the use of electronic or computer-based delivery or transmission methods.

Note 3: The parties agree all claims submitted prior to the effective date of this Rule will continue to be handled in accordance with applicable rules or procedures previously in effect. All claims submitted on or after the effective date of this Rule will be handled in accordance with this Rule.

Q-1: What does the term "list the claim" in Section 7 mean?

A-1: In "list[ing] the claim" the Organization must either docket the claim to a Public Law Board in accordance with applicable National Mediation Board rules and procedures or file an ex parte notice of intent with the First Division, NRAB.

Q-2: Does this rule apply to claims under Labor Protective conditions?

A-2: Yes, unless the labor protective conditions provide for different time limits or procedures.

SECTION 4. Time Claim and Compensation Delivery

4. (a) BLANK (1996 System Agreement Attachment b)

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¶

SECTION 4. All claims or grievances shall be handled as follows:¶

¶

Article 25

4. (b) BLANK (1996 System Agreement Attachment b)

4. (c) BLANK (1996 System Agreement Attachment b)

4. (d) Engineers may claim their time under their interpretation of agreement provisions, and when proper method of payment has been determined, correct adjustment will be made to cover the period in dispute. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

4. (e) BLANK (1996 System Agreement Attachment b)

4. (f) BLANK (1996 System Agreement Attachment b)

4. (g) System agreement - compensation delivery (1996 System Agreement Attachment (h))

1. On and after January 1, 1997 employees covered by this agreement will receive pay by one of the following means:

a. paycheck delivered by U.S. Mail; or,

b. pay transferred electronically to the employee's financial account (hereinafter "direct deposit").

Unless an employee requests direct deposit, the employee's paycheck will be delivered by U.S. Mail.

2. In recognition of the importance of this change to employees covered by this agreement, the parties agree to the following implementation procedure:

a. On or before September 1, 1996, all employees will be mailed an explanation of the new process for delivery of pay. The mailing will also contain an explanation of how to request the direct deposit option.

b. Every effort will be made to ensure that Carrier records reflect correct mailing addresses for employees.

c. Every effort will be made to quickly resolve any errors in delivery of pay, whether by U.S. Mail or direct deposit.

Adjustment of Similar Claims

SECTION 5. Where settlements are made in adjustment of certain claims, other claims that are of similar nature can usually be adjusted on the same basis, and so far as similarity of conditions will permit, this will be done.

Deleted: All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the company authorized to receive same, within ninety (90) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within ninety (90) days from the date same is filed, notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances.¶

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

Deleted: If a disallowed claim or grievance is to be appealed, such appeal must be taken within ninety (90) days from receipt of notice of disallowance, and the representative of the carrier shall be notified of the rejection of his decision. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the cont... [13]

Deleted: The procedure outlined in paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within ninety (90) days after written notice of the decision of said officer he is notified in writing that his decision is not ac... [14]

Deleted: All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first-officer of the carrier.

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Deleted: This rule recognizes the right of representatives of the organizations parties hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.¶

Deleted: This rule shall not apply to requests for leniency.¶

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When settlements are consummated by the General Chairman, BLE, with the General Manager, or his representative, the Superintendent of the Division from which the claim emanated shall notify the individual employee, with copy to the BLE Local Chairman having jurisdiction, the approximate date voucher will be issued and the amount of money that the individual employee will receive.

When BLE Local Chairman effect settlements on the Division, the Superintendent of the Division shall notify the Local Chairman in writing, with copy to the claimant, the amount of money to be received and the approximate date voucher should be received by the claimant.

Answering Correspondence

SECTION 6. Correspondence will receive attention of officials and reply made as promptly as possible.

Leave of Absence and Transportation for Committeemen

SECTION 7. Committeemen representing employees governed by the provisions of this agreement will be granted leave of absence and furnished transportation without unnecessary delay.

ARTICLE 26

Held for Service

Engineers held for special service will be paid one day's pay at the minimum rate of the division and for service so held for each calendar day on which no service is begun. When held at home terminals, the time to be computed from the time he should have been sent out in his regular turn. Engineer on assigned run so held shall receive not less than if not held off his run.

ARTICLE 27

Court Service, Inquests, Fuel and Safety Meetings, Boards of Inquiry and Investigations

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

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

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

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

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

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

If an engineer elects to exercise his right to an investigation, in lieu of accepting a waiver thereof, the allowances set forth in Section 1 and 2, this Article, will not be made in the event he is found at fault.

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

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

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

SECTION 5. Deleted

SECTION 6. Jury Duty

- 6. a) (1995 Local Agreement Article 15) When an engineer is summoned for jury duty and is required to lose time from his/her assignment as a result thereof he/she will be paid for actual time lost with a minimum of a basic day's pay at the straight time rate of his/her 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.
- 6. b) An engineer must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- 6. c) No jury duty pay will be allowed for any days on which the engineer is entitled to vacation or holiday pay.
- 6. d) Engineers will only be entitled to the "make whole" provision set forth in Section 1 of this Article for a period of sixty (60) days for each separate period of jury duty served, after which they will only be entitled to a maximum of a basic day's pay at the straight time rate of their position for each calendar day lost.

Employee Involvement Programs
(1994 Me Too Agreement Article 7)

SECTION 7. (a) The Company's General Manager, or designate, and the Local Chairman of the BLE will select employees for participation in Employee Involvement Programs. Every effort will be made to offer participation in employee involvement to as many employees as possible. An employee's participation in multiple projects at the same time should be avoided.

7. (b) All projects, subjects and topics of consideration of the Employee Involvement Program will be available for review by the General Chairman. When the General Chairman determines that a project is subject to or is in conflict with the terms and conditions of the collective bargaining agreement, the General Chairman shall have the absolute right to review and/or terminate the project, subject and/or topic of consideration.

The work force needs of the service will be considered when scheduling employee participation. If the needs of the service are not being met, the

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Deleted: 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:¶

¶ (a) 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.¶

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

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

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General Chairman, after conference with the General Manager, shall have the right to temporarily suspend a project until such time as sufficient work force is available to provide for the needs of the service.

7. (c) Employees participating in Employee Involvement Programs will be jointly selected for corporate education programs by the General Manager, or designate, and the Local Chairman.

NOTE: Nothing in this Article is intended to require any employee to participate in employee involvement projects.

AGREED UPON QUESTIONS AND ANSWERS

(1994 Me Too Agreement Q and A)

Q: Will an employee compensated for lost time under Article 27, Section 7 also accumulate vacation and/or productivity credits for such time?

A: The employee will not accrue vacation credits or productivity fund credits. If an employee does not earn a sufficient number of vacation credits from other service to qualify for a vacation in the following year, the compensation for time lost under Article 7 will be calculated and if it is determined that the employee would have qualified for vacation if the employee had not participated on an employee participation project, vacation will be allowed

MANDATORY CLASSES
(1995 System Agreement Article 20)

SECTION 8. Carrier will provide mandatory classes in response to FRA requirements. When engineers are required to attend mandatory classes, they will be compensated in accordance with current agreement provisions. In addition, Carrier will provide educational materials to engineers to cover new technology and equipment that engineers are required to operate or which changes the environment in which the engineer is required to operate.

ARTICLE 28

Deadhead Service

ARBITRATION AWARD 458 CHANGED EXISTING RULES COVERING DEADHEADING AS FOLLOWS

SECTION 1 - Payment When Deadheading and Service Are Combined

1. (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 portions of the service trip and deadhead shall be at the full basic daily rate.

SECTION 2 - Payment For Deadheading Separate From Service

When deadheading is paid for separate and apart from service:

2. (a) For Present employees*

A minimum day, at 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.

2. (b) For New employees**

Compensation 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

Deleted: Engineers deadheading at the instance of the Company (or learning the road) shall be compensated as follows:¶

¶
If deadheaded on passenger train an engineer shall be allowed actual miles deadheaded, with a minimum of 100 miles at the passenger rate prevailing in the district where deadheaded for engines weighing between 200,000 and 250,000 pounds on drivers. For deadheading on other train or on passenger carrying vehicles an engineer shall be allowed actual miles deadheaded, with a minimum of 100 miles at the freight rate prevailing in the district where deadheaded applicable to engines weighing between 200,000 and 250,000 pounds on drivers. Where deadheading is combined with other road service between terminals, the entire service will be paid for under the provisions of Section 2, Article 5.

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¶

Deleted: Engineers deadheaded from the home terminal of the extra list where assigned, for yard service at an outside point, will be paid for actual miles deadheaded, except that a minimum of 100 miles will be paid for the deadhead trip if yard service is not commenced within eight hours from time called to deadhead. Engineers released from yard service at an outside point and deadheaded to home terminal of the extra list where assigned will be paid for actual miles deadheaded, with a minimum of 100 miles if no service is performed within 12 hours computed from the time the return deadhead trip was started.

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Inserted: THE DEADHEADING AS FOLLOWS¶

ARTICLE VI - DEADHEADING¶

¶ Existing rules covering deadheading are revised as follows:¶
S

Deleted: ARTICLE VI - DEADHEADING¶

¶ Existing rules covering deadheading are

Deleted: ection

Inserted: ection 2 - Payment For Deadheading Separate From Service¶

¶ **When deadheading is paid for separate and apart from service:**¶

¶ ... [15]

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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 seniority in engine or train service precedes November 1, 1985.

** Employees whose earliest seniority date in engine or train service is established on or after November 1, 1985.

SECTION 3 - Applications

Deadheading will not be paid where not paid under existing rules.

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

Deadheading resulting from the exercise of seniority rights or in the adjustment of miles under Section 6(d), Article 32, will not be paid for.

Question (a): Engineer called to deadhead to make 12 hour relief. Not needed and returned deadhead to terminal. In what position should he be placed on board on return to terminal?

Answer (a): At foot of list in order of his arrival.

Question (b): In case where engineers cut off list are transferred from one ~~seniority zone~~ to another for temporary service, are they entitled to payment for time learning road on division to which temporarily transferred?

Answer (b): Engineers so transferred, if cut off working list on division from which transferred, not entitled to payment for time learning road or deadheading.

Question (c): Engineers taken from working list and transferred?

Answer (c): Such engineers are entitled to deadhead payment; also time learning road.

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Inserted: ection 3 - Applications¶
¶ Deadheading will not be paid where not paid under existing rules.¶

Deleted: seniority district

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Question (d): In case where extra list is reduced under Section 6(a), Article 32, and one or more engineers cut off list is holding assignment or filling vacancy at outside Point, is the engineer, or engineers, deadheaded out to furnish relief, entitled to payment for deadheading?

Answer (d): Yes; however, if it is known that engineers cut off list will return to terminal within four days from 12:01 AM, date list is cut, no relief will be furnished, and engineer cut off will continue in service until return to terminal.

Question (e): Is the engineer entitled to compensation for deadhead trip from outside point to terminal when run to which he was assigned is canceled?

Answer (e): Yes.

Question (f): Vacancy occurs on outside passenger run; account no extra passenger engineers available, pool freight or extra engineer is used to fill the vacancy. Later an extra passenger engineer becomes available and displaces the pool freight or extra engineer filling the vacancy. Are both engineers entitled to deadhead mileage?

Answer (f): No; pool freight or extra engineer first sent out to fill vacancy is entitled to deadhead payment both going to and returning when displaced by extra passenger engineer. The extra a passenger engineer, however, should not be paid for deadheading either going or returning when displaced by regular engineer returning.

Question (g): Where engineers make application for, and are assigned to run operating over a part of a seniority zone with which they are not familiar, making it necessary for then to learn the road prior to taking service on run, shall they be compensated for time engaged in learning the road?

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Answer (g): No; when engineer is required to learn a portion of the road with which he is not familiar, he will do so on his own time.

SECTION 4 - EXAMPLES OF APPLICATION OF DEADHEAD RULE *
(Arbitration Award 458, sideletter #4)

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The following examples illustrate application of the rule to all employees regardless of when their seniority date in engine service was established, except where specifically stated otherwise:

Inserted: ection 4 - EXAMPLES OF APPLICATION OF DEADHEAD RULE *
(Arbitration Award 458, sideletter #4)
¶
The following examples illustrate application of the rule to all employees regardless of when their seniority date in engine service was established, except where specifically stated otherwise:¶
¶
1.

1. What payment would be due an engineer who performed road service from A, the home terminal, to B, the away-from-home terminal, a distance of 170 miles, and deadheaded from B to A, with the service and deadhead combined between A-B-A?

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A. A minimum day and 70 over-miles for the service and minimum day and 70 over-miles for the deadhead.

2. What would be the payment under Question 1 if the distance between A and B were 75 miles?

A. A minimum day and 50 over-miles.

3. What payment would be due an engineer who performed road service from A to B, a distance of 170 miles, taking rest at B, and then being deadheaded separate and apart from service from B to A, with the deadhead consuming 8 hours?

A. A minimum day and 70 over-miles for the service trip from A to B, and a minimum day at the basic rate applicable to the class of service in connection with which the deadheading is performed.

4. What payment would be due an engineer who performed road service from A to B, a distance of 170 miles, taking rest at B, and then deadheading separately from service B to A, with the deadhead being completed in 10 hours?

A. He would be paid a minimum day and 70 over-miles for the service trip from A to B, and 10 hours straight time rate of pay at the basic rate applicable to the class of service in connection with which the deadheading is performed.

5. An engineer operates a train from his home terminal point A, to the away-from-home terminal, point B, a distance of 170 miles. Upon arrival at the away-from-home terminal, he is ordered to deadhead, separate and apart from service, to the home terminal. The time deadheading is 5 hours. What payment is due?

A. A minimum day plus 70 over-miles for service. A minimum day for deadhead if employees' seniority in engine or train service antedates November 1, 1985; otherwise, 5 hours.

6. Would at least a minimum day at the basic rate applicable to the class of service in connection with which the deadheading is performed be paid when a deadhead is separate and apart from service and the actual time consumed is the equivalent of a minimum day or less?

A. Yes, for employees whose seniority in engine or train service antedates November 1, 1985. Actual time will be paid to others.

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7. An engineer is called to deadhead from point A to point B, a distance of 50 miles, to operate a train back to point A. He is instructed to combine deadhead and service. Total elapsed time for the deadhead and service is 7 hours, 30 minutes. What payment is due?

A. A minimum day.

8. An engineer is called to deadhead from point A to point B, a distance of 50 miles, to operate a train from point B to point C, a distance of 75 miles. He is instructed to combine deadhead and service. Total elapsed time is 10 hours. What payment is due?

A. A minimum day plus 25 over-miles.

9. An engineer operates a train from point A to point B, a distance of 50 miles. He is ordered to deadhead back to point A, service and deadhead combined. Total elapsed time, 8 hours, 30 minutes. What payment is due?

A. A minimum day plus 30 minutes overtime.

10. An engineer operates a train from his home terminal, point A, to the away-from-home terminal, point B, a distance of 275 miles. After rest, he is ordered to deadhead, separate and apart from service, to the home terminal. Time deadheading is 9 hours, 10 minutes. What payment is due?

A. A minimum day plus 175 over-miles for service, 9 hours, 10 minutes straight time for the deadhead.

11. How is an engineer to know whether or not deadheading is combined with service?

A. When deadheading for which called is combined with subsequent service, the engineer should be notified when called. When deadheading is to be combined with prior service, the engineer should be notified before being relieved from service. If not so notified, deadheading and service cannot be combined

The following examples illustrate the application of the rule to employee whose earliest seniority date in engine or train service is established on or after November 1, 1985:

1. An engineer is called to deadhead from his home terminal to an away-from-home point. He last performed service 30 hours prior to commencing the deadhead trip. The deadhead trip consumed 5 hours

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and was not combined with the service trip. The service trip out of the away-from-home terminal began within 6 hours from the time the deadhead trip was completed. What payment is due?

A. 5 hours at the straight time rate.

2. What payment would have been made to the engineer in example 1 if the service trip out of the away-from-home terminal had begun 17 hours after the time the deadhead trip ended, and the held-away rule was not applicable?

A. A minimum day for the deadhead.

3. What payment would have been made to the engineer in example 1 if the service trip out of the away-from-home terminal had begun 18 hours after the time the deadhead trip ended, and the engineer received 2 hours pay under the held-away rule?

A. 6 hours at the straight time rate.

4. An engineer is deadheaded to the home terminal after having performed service into the away-from-home terminal. The deadhead trip, which consumed 5 hours and was not combined with the service trip, commenced 8 hours after the service trip ended. What payment is due?

A. 5 hours at the straight time rate.

5. What payment would have been made to the engineer in example 4 if the deadhead trip had begun 18 hours after the service trip ended and the held-away rule was not applicable.

A. A minimum day for the deadhead.

6. What payment would have been made to the engineer in example 4 if the deadhead trip had begun 18 hours after the time the service trip ended and the engineer received 2 hours pay under the held-away rule?

A. 6 hours at the straight time rate

7. An engineer is deadheaded from the home terminal to an away-from-home location. Ten (10) hours after completion of the trip, he is deadheaded to the home terminal without having performed service. The deadhead trips each consumed two hours. what payment is due?

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A. A minimum day for the combined deadhead trips.

* NOTE: The amount of over-miles shown in the examples are on the basis of a 100 mile day. The number of over-miles will be reduced in accordance with the application of Article IV, Section 2, of this Agreement.

ARTICLE 29

Motor Car Service

SECTION 1. Engineers making application for motor car service and those qualifying as motormen will retain their rights in steam service, with the understanding that having accepted the motor car service they will remain in such service until they can be relieved by an engineer who has qualified for such service.

SECTION 2. Rates and rules applying to steam service will apply to motor car service.

SECTION 3. When additional motor cars are put into service, or vacancies occur in motor service, engineers may make application for same and will be assigned to service according to seniority, ability and qualification, the qualifying features to be decided by the Superintendent and Master Mechanic.

ARTICLE 30

How Engineers Shall Be Called

SECTION 1.1: (1995 Local Agreement Article 19)

1.1. (a) Engineers will be called as near as practical one and one-half (1 1/2) hours prior to the time assignments assume duty, except at locations where local agreements provide otherwise. The caller will record the time the engineer received the call.

1.1. (b) All engineers will be called by telephone provided at their own expense. Engineers will provide the carrier with their current telephone number and may also provide a second number and/or pager number to be called.

1.1. (c) If call is placed to pager number, the engineer will have ten (10) minutes from time call is placed to respond for service. The Carrier will provide a separate 800 number for pager call back. The caller will call the pager a second time approximately five (5) minutes after the first call, but the ten (10) minute respond time starts from the time of the first call.

1.1. (d) All calls will be tape-recorded, kept on file for at least one hundred eighty (180) days, and made available to the Organization should a dispute arise. It is understood and recognized that the Carrier is relieved from this

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Deleted: SECTION 1. (a) Engineers will be called for all service as nearly as practicable one hour and thirty minutes before the time required to report for duty. Caller will be provided with a book, in which shall be shown the time the engineer called shall report for duty and the time he is to leave. The engineer shall sign the book and register the time at which called except when called by telephone.

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

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

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

¶ This section does not in any way obligate the Company to assume or to be in any way responsible for the cost to an engineer for the private telephone service for which he may subscribe, nor does it modify or abrogate Decision No. 975 of the Train Service Board of Adjustment for the Western Region in its application to the Sparks-Reno District.

Deleted: (c) Engineers shall be called in turn for service under the provisions of Sections 2(a), 2(b), 3(a), and 4(a), this Article, in the order of the designated departure time of trains, the engineer to be notified when called in the manner specified in Section 1(a), this Article. In yard service the on-duty time shall be equivalent to the designated departure time in road service. When two extra engineers are called for the same time, one for road service and one for yard service, the engineer first out shall be called for the road service.¶

¶ When an engineer has been called to fill a vacancy in assigned service prior to the time the assigned engineer reports for duty, following layoff, the assign[... [16]

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requirement in the event of mechanical failure and the parties will make a good faith effort to resolve disputes under these circumstances. This will not relieve the Carrier from making the proper notations on the calls sheets as required.

1.1. (e) If the caller is unable to contact the engineer, the caller, for the record, will record the engineer's name, telephone number and current time during the second attempt to call the engineer.

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1.1. (f) At division or district terminals engineers in pool freight service or engineers assigned to an extra list of engineers, including extra passenger lists, who:

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(i) invoke the rest provisions of Section 9, this Article, on their arrival at said terminal; or

(ii) are released to extend their availability for service under the Hours of Service Act;

will not be eligible for call for service to commence at a time earlier than ninety minutes (1 1/2 hours) after the expiration of (i) the requested rest period, or (ii) after the expiration of the minimum undisturbed rest period under provisions of the Hours of Service Act (presently four hours), except when other engineers in the same class of service are not available.

1.1. (g) When call is made for more than one engineer for the same train, one or more of them to doublehead, help or deadhead on the train, the call shall be made first, to man the train; second, to doublehead; third, to help; and fourth, to deadhead; using then first in first out.

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In accordance with the above paragraph:

An engineer regularly assigned to or filling vacancy in assigned passenger service will man the train; i.e., engine in his charge will be coupled next to the train. In other than assigned passenger service, an engineer first out will man the train; i.e., the engine in his charge will be coupled next to the train. Engineer second out will doublehead; i.e., will be placed ahead of the road engine if both engines are on the head end of the train. If both engineers remain in the train from the initial terminal to the final terminal, the engineers will register at the final terminal in the order of their standing at the time of call at the initial terminal.

If one engine is cut out en route in order to precede the train to the final terminal, the engineer first out will cut out, but if one engine is cut out enroute for any purpose except to precede the train to the final terminal, the engineer second out will cut out.

Engineers in the same class of service (i.e., extra passenger, pool freight, or extra service) arriving at a terminal in service or deadheading on the same train shall

register their arrival as between themselves in the order in which they initially reported for duty. The engineer handling the train, if assigned to the same service as any of the engineers deadheading on the train, will register ahead of the engineers deadheading. Engineers in the same class of service arriving at the designated switch at terminal by different routes, shall take position for subsequent service as of the time they register off duty.

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

When more than one extra engineer deadheads from an outside point to a terminal where the extra list is maintained, on the same train, they shall register and be placed to the extra list in the order in which they stood for service immediately prior to their departure deadheading.

SECTION 1.2: (1995 Local Agreement Article 19) CALL AND RELEASE

1.2. (a) Once engineer receives a call and such call is cancelled within four (4) hours and they have not taken charge of the power, they will be paid one half of a basic day and retain position on either the extra board or the pool board. In the event engineers are held on duty in excess of four (4) hours and less than eight (8) hours, or if they have taken charge of the power, regardless of the time on duty, they will be paid one basic day at the rate of service for which they are called and retain their position on the extra board or pool board regardless of whether or not they have taken charge of the power. Rate for the basic day will include class of engines if duty actually assumed. If call is cancelled at home before going on duty, the one-half basic day will be paid at the minimum basic day rate of the service for which called.

1.2. (b) Once an engineer receives a call and the on-duty time is changed prior to leaving the place the call is received, the one-half basic day will be paid, if the engineer is not notified within fifteen minutes from the original call, or if the on-duty time is changed more than forty-five minutes. This only applies when the on-duty time is changed prior to leaving place of call and does not apply when call is cancelled.

1.2. (c) Extra engineers or pool crews returned to their former positions on their respective boards under the provisions of the above interpretation will not be used prior to attaining their legal rest as long as other employees are available and will not be considered run around if following crew or crews are used prior to the expiration of their rest.

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1.2. (d) If an engineer is held in excess of eight (8) hours, he/she will be allowed actual time at the applicable rate.

1.2. (e) Call and release rules which conflict with the above are superseded by the language in Section 2(a), (b), (c) and (d) above.

NOTE: Engineers having their on-duty time changed prior to leaving the place the call was received will not be considered as having had their rest disturbed.

Assigned Service

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Deleted: f) An engineer called for any service and not used shall be allowed a minimum of two (2) hours at rate per hour specified in Appendix "A" and at the same rate for each additional hour held over two (2) hours.¶

¶ When call is annulled and no instructions given engineer with respect to further duty, the first call shall be paid for in accordance with this section, depending upon whether service was begun. Registering, comparing time, and examining bulletins are not service under this rule.¶

¶ When an engineer is not released but is instructed to come on duty at a later time for the service originally called for, or for some other service, or if the service called for is changed while on duty and the engineer departs in service other than that originally called for, the time of service in which used shall be computed from the time coming on duty on original call.¶

¶ The paragraph next above does not apply to an engineer instructed while on duty and after having performed service at a terminal, to deadhead from terminal to terminal, except when engineers are required to exchange trains to avoid being run around as provided in Section 5, Article 30.

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SECTION 2. (a) --

2. (a) (1) Engineers assigned to regular runs will be run first in, first out of all terminals between which such runs are bulletined to run, and on runs to which such engineers are separately assigned.

If schedules are disarranged so this cannot be done, engineers will be run first in first out with relation to each other until returned to regular runs. If the assignment provides for layover day or days at home terminal of run, engineers so regularly assigned to the run, also engineers filling vacancies on positions so assigned, will not be used from the home terminal of their runs on the assigned layover day or days if other engineers assigned to the same class of trains running between the same terminals but not assigned to layover on the date involved are available, nor will they be used from their home terminal in advance of the time they would normally assume duty for their regular run on the day following their last layover day if other engineers assigned to the same class of trains running between the same terminals but not assigned to lay over on the date involved are available.

2. (a) (2) If the usual and ordinary equipment of a passenger train to which an engineer is assigned is operated in more than one section, the assigned engineer shall be used to handle the first section.

2. (a) (3) When trains assigned for handling on this company's lines on a regular basis are detoured and handled by this Company's Engineers on the lines of another company, the engineers assigned to the regular runs, which runs under normal conditions would handle such trains on this Company's lines if not detoured, should be used thereon when available, under the provisions of this section.

2. (a) (4) In filling vacancies in passenger or mixed service for a period of seven days or more, on Portland Division, where no extra passenger lists are maintained, the senior engineer making application for the run shall be assigned to fill the vacancy.

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2. (a) (5) An engineer shall not be used in passenger service if other engineers are available, until he has been on a working list of road engineers ready for service for not less than 610 days, with not less than 60 days on the engineer's own seniority zone. Subject to the provisions of the first paragraph and Question (q) and Answer, Article 28, and the last paragraph of Section 10(a), Article 32, an engineer shall be considered eligible for interdivisional passenger service if he has qualified for passenger service by acquiring the aforementioned 610 days with 60 days on his own seniority zone.

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Of the 610 days required, not to exceed 5 days worked in yard service in any month shall accrue to the credit of an engineer while assigned to an extra list of engineers; not to exceed 40 days worked in yard service shall accrue to the credit of an engineer while assigned to yard service.

2. (a) (6) An engineer assigned to a run with home terminal at a point where an extra list is not maintained shall not be permitted to operate on his assignment after layoff unless he reports available for his assignment at least 24 hours prior to the time he would assume duty.

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

Pool Freight Service

2. (b) Engineers in assigned pool freight service shall be run first in, first out in relation to each other, from all terminals of their assignment, Only a sufficient number of engineers will be assigned to a pool to handle the business with promptness and dispatch.

When trains handled on this Company's lines by a pool freight assignment of engineers are detoured and handled by this Company's engineers on the lines of another company, engineers assigned to the pool freight assignment, which assignment under normal conditions would handle such trains on this Company's lines if not detoured, should be used thereon when available, under the provisions of this section.

2. (c) Except as otherwise provided by local agreement, pursuant to Section 10, this Article, the name of a pool freight engineer shall be placed in last-out position of pool freight engineers when reporting for duty. If said engineer's vacancy is at the home terminal, it shall be eliminated; if not, it shall be eliminated upon its first return to the home terminal after the assigned engineer reports for duty.

2. (d) Should a pool freight engineer be used from a district terminal on an assigned run account no engineer entitled to the service being available, he will take the conditions of the assigned run and on return to terminal will be placed in last-out position on the pool freight list of engineers.

2. (e) Should a pool freight engineer be used on an assigned run with terminal at outside point account no engineer entitled to the service being available, he will take the conditions of the assigned run, but must be relieved and returned to the pool freight terminal from which taken as soon as extra engineer is available to relieve him.

Sections 2(d) and (e) will not apply to pool freight engineers used in yard service.

2. (f) A pool freight engineer filling a temporary vacancy in a passenger assignment operating from its home terminal at an outside point to a district terminal and return may not be displaced except at the home terminal of the passenger assignment.

2. (g) A pool freight engineer standing first out for service on his assignment who cannot be located at the place designated by him where he may be located for call, or who lays off when called, shall have his name removed from the pool freight list of engineers and shall not be permitted to report for duty in less than twelve (12) hours from the time he would have reported for duty. The penalty imposed by this paragraph does not go beyond the engineer standing first out on the pool freight list.

If at the home terminal, the vacancy of such engineer shall be filled by an extra engineer if available. If at the away-from-home terminal, the pool freight list of engineers shall be advanced accordingly.

Compensation accruing under the provisions of Section 8(b), this Article, prior to engineer missing or laying off on call, shall be paid. The period held out of service under provisions of this section shall not be paid for. If held without performing service in excess of 16 hours following the time engineer reported for duty after missing or laying off on call, the provisions of Section 8(b), this Article, shall apply.

2. (h). (1997 Modification Agreement Article V Item E) Assigned pool freight engineers will be allowed to trade pool turn positions with other engineers in the same pool subject to the following conditions:

1. The BLE Local Chairman or their designated representative shall submit the request to Carrier's CMS on behalf of the engineers wishing to exchange pool turns.

2. Both engineers shall be at their home terminal when the

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request is made in order to avoid any disruptions to the operation of the pool. However, an exchange may be made where one engineer is on vacation provided the vacation turn is vacant or concurrence is reached with the engineer temporarily assigned.

3. A trade may be made at any time up to call time provided the engineer who must accept the call is rested and available. A engineer may initiate only two trades per year.

4. No time claims involving runarounds or other penalties arising out of the trading/exchanging of turns under these provisions shall be progressed by or in behalf of any employee.

5. It is the intent of the parties that engineers will limit the use of these provisions to those situations in which they would otherwise have no choice and would be required to miss their turn.

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2. (i) (1997 Modification Agreement Article V Item H) Calling availability - If a regular assignment is vacant because of lay off, missed call or any other reason except rest, and the extra board is exhausted when that turn reaches first out, it shall be rotated to the bottom of the board at call time. Employees not available due to legal or agreement rest shall hold their turn first out until rested and the next turn shall be treated as first out and called or rotated to the bottom of the board.

2. (j) (1997 Modification Agreement Article V Item K) Engineers in pool freight service who misses a call for service because of the lack of current available or correct information from the central calling point (CMS), when the engineer has sought such information, will maintain his first out status and will be called for the next turn. On return to the home terminal, the engineer will be placed in the same relative position occupied in the pool prior to the missed call.

An extra engineer who misses a call for pool freight service because of the lack of current available or correct information from the central calling point (CMS), when the engineer has sought such information, will maintain his first out status on the extra board.

No runaround penalties will be paid as a result of the application of this Section K, Article 30, Section 2 (h).

Extra Service

SECTION 3,

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Article 32

3. (a). (1) ~~BLANK (Superceded by Article 12 New Section 6 or Attachment A to the 1997 Modification Agreement)~~3. (a). (2) ~~BLANK (Superceded by Article 12 New Section 6 or Attachment A to the 1997 Modification Agreement)~~

3. (a). (3) ~~BLANK (Superceded by Article 12 New Section 6 or Attachment A to the 1997 Modification Agreement)~~

3. (a). (4) An extra engineer used on a regular assignment shall take the conditions of said agreement and shall receive pay and overtime on the same basis as the assigned engineer.

3. (a). (5) If the call was for a deadhead trip to an outside point, the engineer standing next out shall be sent and paid for deadheading in accordance with Article 28. When the engineer who could not be located or laid off when called, reports for duty, he shall be sent to the outside point and shall not be allowed deadhead compensation in either direction. The penalty imposed by this paragraph does not go beyond the engineer standing first out on the extra list. Modified by Article 12 New Section 6 or Attachment A to the 1997 Modification Agreement

3. (a). (6) An extra engineer filling vacancy in or augmenting pool freight service shall take his turn with other engineers in the same service until his return to terminal where assigned to the extra list, except should an engineer assigned to an extra list at an away-from-home terminal of a pool freight assignment be initially placed in pool freight service at said terminal and continued in service to the home terminal of the assignment where an extra list is maintained, he shall upon arrival at said home terminal, be promptly returned deadhead to the extra list where assigned after required rest period, without runaround penalty. Should there be no available engineer at the home terminal entitled to the work, the extra engineer may be returned in service to the extra list where assigned.

3. (a). (7) An extra engineer filling a vacancy or position at a point where an extra list is not maintained will, upon written request, be relieved at the end of the 7th day if another extra engineer is available on the extra list from which such vacancies or positions are filled.

An extra engineer deadheaded to an outside point where extra list is not maintained to relieve another extra engineer requesting relief under the provisions of this Section 3 shall be paid for deadheading to such outside point and shall be relieved after seven (7) days' work upon written request but any extra engineer requesting relief will not be paid for deadheading to point where extra list is maintained.

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Deleted: When reporting for duty, the name of an extra engineer shall, in all cases, be placed in last-out position on the extra list of engineers to which assigned.

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Deleted: Engineers assigned to an extra list, when available, will be run first in, first out in relation to each other, in service allocated to such extra list.

Deleted: The end of the eighth (8th) hour, after extra engineer assumes duty in yard service, is designated as the time when his name will again be placed on the engineers' extra list, regardless of whether or not overtime is worked. The eighth (8th) hour in this instance being equivalent to the initial switch in the rules applicable to road service.¶

¶ If two or more extra engineers begin work in yard service at the same time, after concluding service on the shift for which called, they will be returned to the engineers' extra list in the order in which they were called for service, irrespective of the amount of overtime worked by any of said engineers.¶

¶ The third and fourth paragraphs of this section will not apply if an engineer works a second shift immediately following conclusion of the first shift.

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Deleted: An extra engineer standing first out who cannot be located at the place designated by him where he may be located for call, or who lays off when called, shall have his name removed from the extra list of engineers and shall not be permitted to report for duty in less than twelve (12) hours from the time he would have reported for duty.

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

3. (a). (8) When an extra engineer is to be released from a vacancy in pool freight service held by him under the provisions of Section 7, Article 30, owing to the assigned engineer reporting for service prior to the arrival of said extra engineer at the home terminal, such extra engineer shall be placed at the foot of the extra list of engineers as of his time of arrival at the designated points where final terminal delay commences at such home terminal.

An extra engineer holding vacancy in pool freight service released therefrom owing to the assigned engineer reporting for service subsequent to the arrival of said extra engineer at the home terminal shall be placed on the extra list of engineers in accordance with his off-duty time at such home terminal on last trip in pool freight service; however, if the engineer is returned to the extra list subsequent to the time the man who would have followed him on the list has been used in service, the engineer will then be placed in first-out position.

3. (a). (9) Extra engineers deadheaded to an outside point for the purpose of filling a vacancy may not be used to fill a second vacancy at such outside point upon being relieved from the first vacancy if another engineer can be obtained from the appropriate extra list to fill the second vacancy.

3. (b) Blank

Restricted Engineers in Extra Service

3. (c) An engineer when promoted as such who is able to pass only the physical examination prescribed by the C any for service as an engineer in yard service, as covered in Section 3 (a , Article 32; or a road engineer permanently restricted to yard service under the provisions of Section 3(c), Article 32; or a road engineer placed in yard service under the provisions of Section 14(a), Article 32, may exercise his acquired seniority as an engineer in applying for yard assignments on his seniority zone.

An engineer placed in or restricted to yard service under the provisions of either Section 3(a), 3(c), or 14(a), Article 32, may elect to work first-in, first-out with other engineers on an extra list of engineers maintained at the home terminal of a pool freight assignment of engineers, or when so provided by local agreement pursuant to Section 10, this Article, may work first-in, first-out with other engineers on an extra list of engineers at an outside point, or on a one-engineer extra list at any point, filling only vacancies, advertised assignments, or extra jobs

Deleted: Ordinarily extra lists will be maintained only at division terminals and effort will be made to fill all vacancies or new runs, not otherwise provided for, from these extra lists. When necessary, extra lists may be established at outside points where assigned runs terminate, or at any assigned helper station, but they will be maintained only for such time as the earnings of engineer thereon average the equivalent of 700 miles per week. such extra lists will not be established for less than ten days. Outside points mean all points which are not home terminals for pooled freight engineers.¶

¶ A one-engineer extra list may be maintained at any point. Engineer on one-engineer extra list will be guaranteed the equivalent of 700 miles per week during period such extra list is confined to but one engineer. In computing guarantee, Monday will be considered as first day of week, and in computing periods of less than one week, pro rata of guarantee for number of days assigned to extra list will be allowed.¶

¶ A guarantee of equivalent of 700 miles per week, or pro rata thereof as specified for period of less than one week, will be applicable to each engineer that is assigned to an outside point extra list, as established under this section, in the same manner as applicable to one-engineer extra list.¶

¶ On those seniority districts where the engineers request a guaranteed list, to be regulated by the Company, the first, second, and third Paragraphs of this Section 3(b), Article 30, shall be modified to read:¶

¶ "Ordinarily extra lists will be maintained only at division terminals and effort will be made to fill all vacancies or new runs, not otherwise provided for, from these lists. When necessary, extra lists may be established at outside points where assigned runs terminate, or at any (... [17])

Deleted: ¶ When such extra lists are discontinued and extra engineer protects list beyond 12 o'clock noon, that day will be included in computing guarantee; likewise, when engineer is sent out for service on extra list, reports and is placed on extra list prior to 12 o'clock noon, that day will be included in computing guarantee.¶ (... [18])

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Article 32

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in yard service, subject to the eleventh paragraph of Section 10(a), Article 32, for yard service assignments.

The Company shall not be liable for the payment of penalty claims arising by reason of engineers being used out of first-in, first out order on any extra list through the application of this section.

Extra Passenger Service

SECTION 4. (a) When reporting for service the name of an assigned extra passenger engineer shall in all cases be placed in last-out position on the list of extra passenger engineers. On districts where vacancies are created when a new or vacant assignment in extra passenger service as advertised for the seniority choice of engineers, or on account of an assigned extra passenger engineer laying off, said vacancy shall be canceled when the assigned engineer reports for duty; if the vacancy is then in service, it shall be canceled upon its first return to the terminal after the assigned engineer reports for duty.

Engineers assigned to an extra passenger list, when available, will be run first-in, first-out in relation to each other, in service allocated to such extra passenger list. An extra passenger engineer filling a vacancy on an assignment with home terminal at an outside point will hold such vacancy until return to the home terminal of the assignment and until relieved by the assigned engineer returning to duty or by the assignment being taken by another engineer under the provisions of Section 10 or 12, Article 32.

An extra passenger engineer used on a regular assignment shall take the conditions of said assignment and shall receive pay and overtime on the same basis as the assigned engineer.

4. (b) The Company may use any engineer in special passenger service, subject to the provisions of Section 5, this Article.

Runarounds

SECTION 5. (a) An engineer in any service operating on a first-in, first-out basis who is run around by another engineer operating in the same class of service shall be one half basic day at the applicable rate for each time he is run around at terminal and shall retain his position on the board.

Runarounds

(1997 Modification Agreement Article V Item F)

A terminal runaround may only occur when engineers from the same pool, going to the same destination, depart the same yard in other than the order

Deleted: allowed fifty (50) miles

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¶ An engineer called to operate in assigned pool freight service, in extra passenger service, or in assigned helper service, standing to depart from the initial terminal ahead of another engineer called to operate in like service and run around by one or more of such engineers; or an extra engineer called to operate in service allocated to the extra list of engineers, standing to depart from the initial terminal ahead of another extra engineer called to operate in service allocated to the extra list of engineers and run around by one or more extra engineers in service allocated to the extra list of engineers, shall be allowed a runaround or runarounds, whichever applicable, under the provisions of this section, except that a runaround or runarounds shall not be claimed or allowed under the following conditions:¶

¶ (i) When engineers have commenced but have not completed the performance of initial terminal switching in connection with the train for which called at terminals where yard engines are not employed or are engaged in performing work train service at the initial terminal.¶

¶ (ii) When engineers operate or deadhead on trains departing from separate units of the same initial terminal as hereinafter designated or described.

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¶ Any of the separate units of the same initial terminal as hereinafter designated or described may be discontinued, or additional separate units designated, by agreement between the Superintendent and the Local Chairman, Brotherhood of Locomotive Engineers, subject to the approval of the authorized general officer of the Company and the General Chairman, Brotherhood of Locomotive Engineers.¶

¶ Engineers required to exchange trains at the initial terminal to avoid being run around will not begin a new trip because thereof.¶

¶ AT SEPARATED UNITS¶

¶ Portland 1 - Portland Union Depot.¶
2 - Brooklyn, including enginehouse.¶

¶ Eugene 1 - Eugene.¶
2 - Eugene Yard, including enginehouse.¶

[... [19]

called and both trains have their power attached to their train. "Depart" means that a train has started moving for a bonafide departure.

Example 1: Two engineers are called on duty in the Roseville-Bakersfield pool. The first out engineer receives his train in the Roseville departure yard and the second out engineer receives his train in the Roseville receiving Yard. There cannot be a terminal runaround because the engineers did not depart from the same yard.

Example 2: Two engineers are called on duty in the same pool and both engineers receive their trains in the Roseville departure Yard. If both trains have their power attached a terminal runaround can occur.

Example 3: Same set of facts as example 2, however, one engineer is required to go to the mechanical facilities to obtain all or part of his power. If the second engineer departs the yard prior to the first engineer returning to his train and putting the power on it, no runaround has occurred.

Example 4: Two engineers are called from the same pool and the first one is called Roseville-Sparks and the other is called Roseville-Portola. No runaround can occur even if they depart from the same yard.

Note: Crews leaving on trains located on main lines and other trackage between specific yard confines cannot be runaround by crews obtaining their trains within those yard confines and vice versa.

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

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

- 5. (c)** An engine handled by an engineer assigned to a run with terminal at an outside point, to district terminal off assigned territory, for boiler wash or necessary repairs, may be coupled into train from district terminal on return movement to outside point without runaround penalty, provided said train does not require and would not be given help from the district terminal.

5. (d) Runaround penalty provided in this Article will not apply to engineers who are run around account not having sufficient time to make the trip under the Hours of Service Law.

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

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

Engineers Used Off Assigned Territory

SECTION 6. Should it be necessary account no other engineer available to use an engineer assigned to a regular run or pool freight service beyond the limits of his assignment, he will, upon arrival at a division terminal, be promptly deadheaded to his assigned territory or run back on light engine after required rest period without runaround penalty. If there is no engineer available at such point who is entitled to the work the engineer may be returned to his assigned territory in service.

Temporary Vacancies

SECTION 7. Except when restricted by local agreement pursuant to the provisions of Section 10, this Article, and excluding assigned passenger service on districts where an extra passenger list of engineers is maintained, vacancies in assigned service may be filled after the seventh (7th) day at the home terminal of the vacant assignment by the senior qualified engineer making written application for the vacancy:

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(i) On a regular assignment, on the eighth (8th) day following the first departure of the assignment from the home terminal after it is created or becomes vacant;

(ii) In pool freight service, at 12:01 AM on the eighth (8th) day following the date on which the assignment is created or becomes vacant.

It is understood that where an engineer makes application to hold a vacancy under the provisions of this Section, he takes the conditions of the assignment and shall be regarded as assigned to said vacancy during the time he holds said temporary vacancy under this rule.

An engineer taking a vacant assignment under the provisions of this section, shall not be permitted to vacate same, unless displaced by a senior engineer or assigned to another assignment under the provisions of Section 10, Article 32, or by reason of the assigned engineer reporting for duty. (1995 Local Agreement Article 6) An engineer may elect to vacate a temporary vacancy (provided vacancy is not at an outside point) and return to his/her regular assignment once he/she has held that temporary vacancy for seven (7) days. Should the engineer taking a vacant assignment under the provisions of this section lay off, the vacant assignment may be filled immediately during the absence of the engineer laying off, by another engineer qualified to make application for the vacancy.

Engineers filling vacancy on assignment with home terminal at outside point will not be privileged to make application for vacancies under this section.

The Company shall not be liable for deadhead compensation or for time lost by engineers transferring to or from assignments of preference under this section.

This section is not applicable to vacancies on assigned extra lists.

Lay Over At Terminals

SECTION 8. (a) Engineers will be allowed as much of their layover as possible at terminals where shops are located or where majority of the engineers on runs reside, without detriment to the service or expense to the Company.

Held-Away-From-Home-Terminal

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

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

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

- 8. (e)** For the purpose of applying this rule, the Company will designate a home terminal for engineers in pool freight and in unassigned service.
- 8. (f)** When layover of pooled engineers away from home terminal is excessive the matter will be corrected by the Superintendent.

NOTE. (1997 Modification Agreement Section V Item J) Held Away from Home Time - The current rule governing continuous held away from home terminal time shall apply for all existing pool runs and in those pool runs created/consolidated in the merger. Should Interdivisional Services notices be served after the merger is completed in an area, then Held Away Time shall be subject to negotiation similar to other provisions.

Expenses Away From Home

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

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

Extra men filling temporary vacancies at outlying points are covered by this section subject to the following additional conditions:

- (i) The outlying point must be either 30 miles or more from the terminal limits of the location where the extra list from which called is maintained, or 60 miles or more from the reporting point of the extra list from which called.
- (ii) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

When engineers are tied up at a point where they are entitled to lodging or allowance in lieu thereof and are to be brought on duty or deadheaded in less than

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

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

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

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

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

- 8. (h)** When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 8(g) of this Article) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of an agreed-upon amount as specified in Appendix "A" and an additional meal allowance will be provided after being held an additional 8 hours.

NOTE: Expenses Away From Home (PEB 219 Article VII) Effective November 1, 1991, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended, is increased from \$4.15 to \$5.00. Effective November 1, 1994, such meal allowance shall be increased to \$6.00.

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NOTE: For the purpose of Section 8(g) and 8(h) of this Article 30, extra board employees shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

8. (i-a) (1994 Me Too Agreement Article 2) Engineers who desire not to utilize Company-provided lodging at the away-from-home terminal will be entitled to an allowance of \$20.00 per trip in lieu of lodging. Engineers desiring to exercise the option must declare in writing to the designated Company official, with a copy to the Local Chairman, for each calendar year. Thereafter, the declaration will remain in effect for 12 months, unless the employee changes freight districts, in which case a new declaration may be submitted. While at the away-from-home terminal, engineers eligible for this \$20.00 allowance must remain available for call by commercial telephone.

8. (i-b) (1997 Modification Agreement Article V, Item M) Lodging-The current in lieu of lodging rule will continue unless the Carrier either contracts to build a new lodging facility at a location or increases the number of rooms by 25% from the current total. If either of these two events occur then the in lieu of lodging rule will not apply at that location to any engineer who was not previously exercising that rule. Where it does apply employees must give notice of their use of the rule in December of each year for the following year.

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Rest Rule

SECTION 9. (a) No engineer shall be required to be on duty when he needs rest, nor shall an engineer be permitted to run on the road when his physical ability has been fairly taxed by previous service before he has had needed rest.

9. (b) When an engineer feels he needs rest he must so indicate in writing on the roundhouse register at the time he registers his arrival, or by wire, if on the road between terminals, giving the number of hours he requires, which must be either eight, ten, or twelve hours, but in no case to exceed twelve hours; the hours to be considered from time of registering in until time called. After marking rest the hours as indicated on register will not be changed.

Q AND A (1997 Modification Agreement Q and A number 7)

Q7. May employees who have deadheaded terminal to terminal tie up for extra rest?

A7. If the deadhead is after full rest then no, however, if not after full rest then yes.

Local Agreements

SECTION 10. The local committee of the Brotherhood of Locomotive Engineers and the division superintendent may enter into local agreements covering the filling of vacancies in assigned service and in respect to other matters of local nature, subject to the approval of and the specifying of an effective date by the General Manager or his representative and the General Chairman, Brotherhood of Locomotive Engineers.

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

Engineer Reserve Boards (Western Lines)

(1991 Local Agreement, Former Southern Pacific Western Lines, Article 3)

SECTION 11. (a) (1) The Company will establish reserve boards for engineers on **Union Pacific** (Western Lines), and EP&SW.

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11. (a) (2) Reserve boards will be established at the following extra board locations: Portland; Eugene; Albany; Klamath Falls; Roseburg; Dunsmuir; Roseville; Sparks; Ogden; Oakland; San Francisco; San Jose; Salinas; Watsonville; San Luis Obispo; Tracy; Fresno; Bakersfield; Los Angeles; Colton; Yuma; Phoenix; Tucson; El Paso and Tucumcari. These boards will be established although the needs of service at a source of supply may preclude engineers from being assigned.

11. (a) (3) Applications will be accepted based upon the needs of service at each extra board location.

11. (a) (4) If any of the extra board locations listed in (b) above are eliminated as an extra board location for any reason, the reserve board positions at the eliminated extra board location will be relocated to the new extra board location. Reserve board positions shall be awarded based on the applicants' relative seniority at the source of supply.

11. (b) (1) Engineers on reserve boards will receive \$1,750.00 per semi-monthly pay period. Periods of less than a month will be prorated at the rate of \$116.67 for each calendar day in reserve status.

11. (b) (2) No other compensation will be paid to or on behalf of an engineer in reserve status, except for payment of premiums under applicable health and welfare plans (including Side Letter 4 of agreement dated June 28, 1991

and/or compensation payable to them under Article 7 of agreement dated June 28, 1991. Deductions from reserve pay will be made for income, employment or payroll taxes (including Railroad Retirement Taxes), pursuant to federal, state and local law, deductions of dues pursuant to an applicable union shop agreement, and any other deductions authorized by agreement or legally required deductions.

11. (b) (3) Reserve pay will be subject to any future wage and/or cost-of-living adjustments provided for in agreements reached between the parties, either locally or nationally, except that only 70% of any such adjustment will apply to reserve pay.

11. (b) (4) Other non-railroad employment while in reserve status is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.

11. (b) (5) Any monies received from settlements of disputed grievances or back pay/lump sum allowances resulting from concerted wage and rule movements do not offset reserve board payments, nor shall any reserve board payments be used in determining any amount due as a result of settlement of concerted wage and rule movements.

11. (c) (1) An engineer assigned to reserve status must remain thereon for at least three months, or until:

- (i) discharged from employment by the Company in accordance with applicable discipline rules;
- (ii) resigns from the Company's employment;
- (iii) recalled to active service;
- (iv) retires on a disability annuity.

11. (c) (2) Commencing three months after the date of the initial reserve board assignments and each three months thereafter, if reserve board positions are available they will be advertised for seniority choice at each extra board location.

Q AND A
(Side Letter No. 1)

Q. May an engineer bid to a reserve board at another location from his source of supply?

A. No. In order to be eligible for assignment to a reserve board, an engineer must be identified with an **assignment** (regular or extra) at the reserve board location or within the area protected by the extra board at the reserve board

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location prior to the time bulletin is issued advertising reserve board positions.

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11. (c) (3) The BLE Local Chairman shall be permitted first right to a position on a reserve board established hereunder, subject to written approval of the appropriate BLE Division President.

11. (c) (4) Runs held by engineers taking reserve status will be bulletined as provided for in Section 10(a) of Article 32.

11. (d) (1) An engineer in reserve status must be available for return to service upon 30 days' written notice by Certified Mail, with restricted delivery to addressee only and a copy to the Local Chairman. Reserve pay will continue for only seven (7) days after postmark and the employee must return to service within thirty (30) days of attempted delivery. Failure to comply with any of these requirements will result in forfeiture of all seniority rights subject to the provisions of Article 32, Section 21 of the engineers' agreement, or appropriate EP&SW Discipline Rule, including the Pacific Electric Discipline Rule.

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11. (d) (2) The recall of an engineer from reserve status will be in reverse order of seniority and based solely on the need for service at the extra board location from which he accepted reserve status. Upon recall, such engineer will be allowed a full right of displacement. Once an engineer has reported for service, that engineer's use will be governed by the collective bargaining agreement.

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11. (d) (3) An engineer in reserve status must maintain his work proficiencies, including successfully completing any retraining or refresher programs the Company may require and passing any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies have been maintained. Such tests and examinations will be consistent in context with those administered to active employees. The Company will give a reserve engineer 30 days' advance written notice by Certified Mail, Return Receipt Requested, of refresher programs, rules classes, or examinations the engineer is required to attend to maintain such work proficiencies. Unless so stated, such notice should not be construed to be a return to duty notice.

11. (d) (4) Reserve engineers shall be considered in active service.

11. (e) Vacation pay received while on a reserve board status will offset pay received under Section 2(a). Time spent in reserve status will not count toward determining whether the employee is eligible for vacation in succeeding years. It will count as time in determining the length of the vacation to which an employee, otherwise eligible, is entitled.

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

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ARTICLE 31

DISTRICT ASSIGNMENT OF ENGINEERS

SECTION 1. Engineers in through passenger service will be assigned as follows:

- Between ▾ ▾ Ashland and Dunsmuir
- ▾ ▾ Eugene and Klamath Falls via Cascade Line
- ▾ ▾ Klamath Falls and Dunsmuir
- ▾ ▾ Dunsmuir and Oakland
- ▾ ▾ Klamath Falls and Alturas
- ▾ ▾ Alturas and Wendel
- ▾ ▾ Ogden and Carlin
- ▾ ▾ Carlin and Sparks
- ▾ ▾ Sparks and Oakland
- ▾ ▾ Oakland and Fresno
- ▾ ▾ Fresno and Bakersfield
- ▾ ▾ Bakersfield and Los Angeles
- ▾ ▾ Oakland and San Luis Obispo
- ▾ ▾ San Luis Obispo and Los Angeles
- ▾ ▾ Los Angeles and Yuma
- ▾ ▾ Yuma and Tucson (via Gila)
- ▾ ▾ Yuma and Tucson (via Phoenix)
- ▾ ▾ Tucson and Lordsburg
- ▾ ▾ Lordsburg and El Paso

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Deleted: Roseburg and Ashland) via Siskiyou Line ¶

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Between Brooklyn and Eugene¶
Eugene and Roseburg¶
Roseburg and Ashland¶
Ashland and Dunsmuir¶
Eugene and Klamath Falls¶
Klamath Falls and Wendel¶
Klamath Falls and Dunsmuir¶
Dunsmuir and Roseville¶
Dunsmuir and Oakland¶
Ogden and Carlin (with layover at Montello, direction bound) ¶
Carlin and Sparks¶
Carlin and Wendel¶
Wendel and Sparks¶
Sparks and Roseville¶
Roseville and Tracy-Fresno¶

SECTION 2. Engineers assigned to main line pooled freight service will be assigned as agreed to by Roseville, Los Angeles and Southwest Hub merger implementing agreements.

¶
Between Fresno and Bakersfield¶
Colton and Bakersfield¶
Bakersfield and Los Angeles¶
Oakland and Watsonville Junction¶
San Francisco and Watsonville Junction ¶
Watsonville Junction and San Luis Obispo ¶
San Luis Obispo and Los Angeles¶
Los Angeles and Indio¶
Colton and Yuma¶
Yuma and Tucson¶
Yuma and Phoenix¶
Phoenix and Tucson¶
Tucson and Lordsburg¶
Lordsburg and El Paso¶

SECTION 3. Should it become necessary at any time to make changes in assignments as outlined in Sections 1 and 2, it will be done in accordance with Section 2, Article 13.

¶
Western District Pool 1:¶
¶ (... [20])

ARTICLE 32

SENIORITY OF ENGINEERS

SECTION 1. All main lines and connecting branch lines (not otherwise specified) shall be divided into Hubs and seniority zones, as relates to seniority rights of engineers as follow:

A. Roseville Hub

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Deleted: Western District¶
¶ Between Oakland and Sacrame (... [21])

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A new seniority zone shall be created that encompasses the following area: UP territory including milepost 665.0 west of Elko, Nevada to the end of the track on the former Western Pacific, Sacramento Northern and Tidewater Southern; SP territory including milepost 553.0 west of Elko, Nevada to the end of the track at Oakland/San Francisco, California, south to and including Santa Barbara, California; south from Roseville, California to and (not including) Hivolt via (including) Palmdale, and over the BNSF trackage rights to (not including) Barstow and north from Roseville to (not including) Chemult and the Modoc Line.

B. Los Angeles Hub

A new seniority zone shall be created that encompasses the following area: UP territory including milepost 164.42 East of Yermo westward to end of track in the Los Angeles Basin and SP territory from (not including) Santa Barbara and milepost 460.0 at (including) Hivolt, and between Burbank Jct and Palmdale Jct, East to milepost 731.5 at (not including) Yuma including all tracks in the Los Angeles Basin and shall include all main and branch lines, industrial leads and stations between the points identified.

C. Southwest Hub

New seniority zones shall be created that encompasses the following area: the territory from milepost 292.33 East of Pratt Kansas westward to milepost 731.5 West of Yuma, Arizona; BNSF trackage rights to Childress (not including) and Lubbock (including) that connect to this line; and the lines from El Paso to Alpine (not including) and Toyah (not including) and shall include all main and branch lines, industrial leads and stations between the points identified.

SECTION 2. (a) When a railroad system or portion thereof, is leased or absorbed by the Union Pacific, the seniority rights of the engineers found employed thereon shall not be disturbed unless and until so determined by the General Committee of Adjustment and negotiated with the Management.

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2. (b) When it becomes necessary to readjust the service of the merged roads on account of runs extending over other districts or a part thereof, such runs shall be assigned as provided for in Section 15(a), this Article.

2. (c) Should this rule be impracticable on account of insufficient mileage in roads merged, engineers found employed thereon will take seniority rights on the entire district to which added in accordance with seniority date in service as an engineer on the absorbed road.

Rules Governing Seniority

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SECTION 3. (a) Rights of engineers to preference of assignments' shall be governed by seniority in the Hub where seniority is established, except as provided in this Section.

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A fireman who has successfully passed the necessary examinations covering the handling of locomotives and the rules and regulations of the operating department, but who is able to only pass the physical examination prescribed by the Company for service as an engineer in yard service, shall be given the same relative standing on the engineers' seniority roster as he held on the fireman's seniority roster, in the same manner as if he had successfully passed the physical examination prescribed by the Company for unrestricted service as an engineer, and he shall be accorded a seniority date as an engineer in accordance with Section 5(b), this Article, subject to the provisions of Sections 5(d), 5(e), and 5(f), this Article, but his service as an engineer shall be restricted to yard service (and he shall be considered as "not available" under Section 5(d), this Article, for all other service except yard service) until such time as he can successfully pass the physical examination prescribed by the Company for unrestricted service as an engineer.

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

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

Such board of doctors shall then promptly fix the time and place for the engineer to meet them, and after completion of the examination, they shall within a

reasonable time, but not in excess of 15 days from the date of appointment of the third doctor, make a full report, in duplicate, of the physical condition of the engineer and affirmatively state whether or not the engineer is physically qualified for unrestricted service as an engineer, one copy each to be sent to the designated officer of the Company and the engineer, or his designated representative,

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

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

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

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

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

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

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

Such panel of doctors shall fix a time and place for the engineer to meet with them for examination. The decision of the majority of said panel of doctors of the engineer's physical fitness to remain in service or have restrictions modified shall be controlling on both the Company and the engineer. This does not, however, preclude a re-examination at any subsequent time should the physical condition of the engineer change.

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

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

Permanently Disabled and Restricted Engineers

3. (c) A road engineer permanently disabled physically, or a road engineer permanently restricted to yard service by the Company, may exercise his seniority as an engineer for yard service over other engineers not restricted, except when said engineer has sufficient seniority to enable him to hold a regular assignment in yard service on his seniority zone.

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CONSOLIDATED SENIORITY
(1995 Local Agreement Article 3)

3. (d) PART A

3. (d) § 1: The purpose of this agreement is to establish a procedure under which employees holding seniority as engineer may relocate from one seniority zone zone to another zone within a hub on SP UP Western Lines (including the former EP&SW and Pacific Electric) in response to the Carrier's need for additional engineers. Existing seniority zones, and the application of

seniority within a district, are not affected by this agreement.

3. (d) § 2: On the effective date of this agreement, a consolidated roster of engineers will be created on which all employees holding seniority as engineer or who are identified as being in training to become a locomotive engineer will be ranked as follows:

(i) Engine service employees with seniority as fireman established prior to August 28, 1994, will rank on the consolidated seniority roster in accordance with their relative standing as engineers.

(ii) Engine service employees with seniority as fireman established after August 28, 1994, will rank on the consolidated seniority roster in accordance with their relative standing as firemen but below all who have established seniority as fireman prior to August 28, 1994.

In cases where more than one employee has the same seniority date, ranking on the consolidated roster will be determined using the following factors, with the older employee ranking higher on the consolidated roster:

- a) Fireman's date;
- b) If same firemen's date, employment date with the Carrier;
- c) If same employment date, birth date.

Letter of Understanding E&F 188-145 and E-27300

August 28, 1998
E&F 188-145
E-27300

Mr. E. L. Pruitt, General Chairman
Brotherhood of Locomotive Engineers
38750 Paseo Padre Parkway, #A-7
Fremont, California 94536

Dear Mr. Pruitt:

This refers to Section 2(ii) of Article 3 of the September 1, 1995 SP Western Lines - BLE agreement reading:

"Engine service employees with seniority as fireman established after August 28, 1994, will rank on the consolidated seniority roster in accordance with their relative standing as

firemen but below all who have established seniority as fireman prior to August 28, 1994."

After several discussions and review of the files on this subject, it is agreed the intent of the above language is that such employees, when promoted to locomotive engineer, will use their fireman's date as their engineer's seniority date.

Sincerely,

W. E. Loomis

AGREED: E. L Pruitt, General Chairman BLE

3. (d) § 3:

(a) Employees with a seniority date as engineer or identified as being in training to become a locomotive engineer, and who subsequently receive a certificate as a locomotive engineer, as of the effective date of this agreement, will have prior rights seniority on the seniority zone on which they hold seniority. The prior right district of employees will be shown on the consolidated roster. The junior prior right employee on a district will have seniority on that district over all engineers not holding prior rights seniority on that district. An engineer's prior right district will not change as the result of relocating to another seniority zone, and an engineer may have only one prior right district.

(b) Employees obtaining a seniority date as engineer subsequent to the effective date of this agreement will not have a prior right district except as set forth in Part A, Section 3(a) above.

3. (d) § 4: When the Carrier desires additional engineers ~~on~~ in a seniority zone zone within a hub, such need will be advertised by bulletin and bids will be solicited from employees holding seniority as engineer on the consolidated seniority roster. Applicants for relocation will be selected in seniority order based on their ranking on the consolidated roster zone with in a hub with recognition of prior rights. Successful applicants will establish use of seniority as engineer ~~on the new district in the new zone within the hub~~ on the basis of their ranking on the consolidated roster, provided they report for service ~~on~~ in the new district zone within a hub by the date specified in the bulletin and subject to the following:

(a) The Carrier may retain successful applicants in their existing seniority zone zone for a period not to exceed ~~seven (7)~~ nine (9) months from specified reporting date ~~on~~ in the new district zone to

allow time for a replacement to be obtained if leaving his/her current seniority zone would create a shortage of engineers at that district in that zone. Such retention will not affect the relocating engineer's seniority standing on in the new seniority zone zone.

(b) Engineers relocating under this agreement may not apply for a subsequent relocation within two (2) years of their most recent date of relocation unless such employee is not able to hold a position as engineer on in his/her current district zone due to insufficient seniority.

(c) If a prior rights engineer returns, pursuant to this agreement, to his/her prior rights district zone, such engineer will be returned to his/her former standing on that district zone roster.

3. (d) § 5: An employee who relocates to another seniority zone zone within a hub pursuant to this agreement will relinquish use of seniority on his/her former district zone at the time he/she establishes seniority on in the new district zone, with the following three exceptions:

(a) Will retain the ability to return to his/her former position on prior right district zone roster in accordance with subsection 4(c) above.

(b) An employee who fails to become qualified on his/her new district zone within six (6) months of obtaining use of seniority on the new district zone will return to the former seniority on the zone roster of the district zone from which he/she relocated.

(c) An employee who relocates to a seniority zone zone other than his/her prior rights district zone and subsequently cannot work as an engineer on in that seniority zone zone, he/she will have seven (7) days from the date notified of being displaced or cut off the extra list in which to elect to return to his/her prior rights seniority zone zone. An engineer returning to his/her prior rights seniority zone zone pursuant to this section will forfeit all rights as an engineer on in the district zone from which he/she leaves until once again able to exercise consolidated seniority pursuant to this agreement.

PART B

An engineer who becomes unable to hold a regular or extra engineer position on in the seniority zone zone will have seven (7) days from the date notified of being displaced or cut off the extra list in which to elect to displace a junior non-prior rights engineer on in another seniority zone zone instead of being cut off the working list of engineers. In the event the engineer who is unable

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to hold a position as engineer elects to displace an engineer ~~on~~ in another seniority zone zone, that engineer shall be privileged to displace the junior engineer at the location to which exercising seniority except a location at which the engineer who would be displaced is a prior rights engineer ~~on~~ in that district zone. An engineer who exercises a displacement under the provisions of this Part B must return, and shall have seven (7) days to report, to the district zone from which the displacement was made if, within one year of making the displacement, he/she is able to hold a position as engineer ~~on~~ in the district zone from which the displacement was made. If the engineer is not able to hold a position as engineer ~~on~~ in the seniority zone zone from which the displacement was made within one year, the engineer shall become identified with the district zone to which the displacement was made.

PART C

Upon relocation or exercise of seniority pursuant to the provisions of this agreement, engineers will be subject to the terms and conditions of the agreements at the location to which relocated.

PART D

3. (d) § 1: Any moves made under the provisions of Parts A or B of this article shall be considered seniority moves without compensation or reimbursement of expenses from the carrier, in excess of what current agreement provisions provide.

3. (d) § 2: Moves made pursuant to the provisions of Part A or B of this agreement shall not disturb any entitlement under a labor protective condition, except for purposes of displacement or dismissal allowances an employee may be treated as occupying a higher paying position which is no longer available to the employee as the result of movement pursuant to Parts A or B.

PART E

The Carrier shall prepare a consolidated seniority roster of engineers as of June 1 of each year, showing thereon the names, rank, seniority dates of engineers, prior rights, if any, and seniority zone zone. A copy of the consolidated seniority roster will be posted at all terminals, subject to correction for a period of ninety (90) days after posting and a copy thereof furnished to the General Chairman and Local Chairmen, Brotherhood of Locomotive Engineers, having jurisdiction at said terminals.

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[TERMINATION OF SENIORITY](#)
[\(Arbitration Award 458, Article XI\)](#)

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3. (e) The seniority of any employee whose seniority in engine or train service is established on or after November 1, 1985 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

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Inserted: d) The seniority of any employee whose seniority in engine or train service is established on or after November 1, 1985 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.¶

RETENTION OF SENIORITY¶
(Arbitration Award 458, Article XIII)¶
... [22]

RETENTION OF SENIORITY
(Arbitration Award 458, Article XIII)

3. (f) Any existing condition which requires a locomotive engineer (1) to forfeit ground service seniority, or (2) to forfeit locomotive engineer seniority when working in ground service, is eliminated.

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Inserted: e) Any existing condition which requires a locomotive engineer (1) to forfeit ground service seniority, or (2) to forfeit locomotive engineer seniority when working in ground service, is eliminated.¶

ASSIGNMENT OF ENGINEERS

SECTION 4. (a) The Company will not assigned any more engineers to each district or run than is necessary to move the traffic with promptness.

4. (b) Where there is a surplus of engineers for the business of the district, the oldest engineer in point of seniority shall have the preference for employment.

TEMPORARY TRANSFERS

(1995 Local Agreement Article 20)

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Augmenting and Reducing Extra Lists¶

¶ (c) When the Company moves engineers from one point to another to augment a list for a rush period or for a short period of time, the engineers so transferred should be paid for deadheading and when their services are no longer required at the point to where sent the same engineers should be returned and compensated for deadheading to the point or station where originally stationed.¶

¶ When extra lists are reduced at the request of the engineers account slack business, resulting in the changing of engineers from one point to another, pay for deadheading will not be allowed.¶

4. (c) PART A - ENGINEERS TRANSFERRED WITHIN A SENIORITY ZONE

When the Company moves engineers from one point to another to augment a list for a rush period or for a short period of time, the engineers so transferred should be paid for deadheading and when their services are no longer required at the point to where sent the same engineers should be returned and compensated for deadheading to the point or station where originally stationed.

When extra lists are reduced at the request of the engineers account slack business, resulting in the changing of engineers from one point to another, pay for deadheading will not be allowed.

Engineers augmented to a terminal within the same seniority zone in excess of 80 miles from the employee's home terminal will be entitled to transportation to and from the location to which they are augmented, lodging, transportation between lodging and work assignments, and a daily meal allowance. If transportation to and from the location to which they are augmented is anticipated to exceed six hours, air transportation will be used when available. The following will apply to engineers augmented to a terminal in excess of 80 miles:

1. Although under no obligation to do so, augmented employees

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may use their vehicles for transportation in lieu of Company-provided transportation upon advance approval from the Company. Augmented employees who utilize their vehicle will be compensated for mileage (one round trip) from the employee's residence to and from the location to which augmented and for work-related use while at that source of supply, in accordance with the Company's current mileage rate.

2. Augmented employees will be compensated a day's meal allowance (\$32.00) for any day on which they are away from their home location. For travel days, the meal allowance will be paid for any day the employee leaves his/her home location prior to 5:00 p.m. or arrives back at his/her home location after 11:00 AM.

3. For the period of augmentation, augmented employees may elect a daily lodging allowance of \$20.00 in lieu of Company provided lodging.

The term "augmented employee" refers to an employee whose seniority will permit him/her to hold a position at a location but is temporarily reassigned to another location, pursuant to the needs of the Company. It is not intended that employees who exercise seniority at another location on the same seniority zone be considered augmented employees.

4. (c) PART B - AUXILIARY BOARDS - ENGINEERS TRANSFERRED BETWEEN SENIORITY ZONES

4. (c) § 1:

(a) An engineers' auxiliary extra board (auxiliary board) can be established to provide a mechanism for using surplus engineers from one seniority zone to augment a shortage on another seniority zone. While on an auxiliary board, an engineer is subject to being used within his/her seniority zone where a need exists for engineers between seniority zones.

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(b) A seniority zone having surplus engineers is defined as one on which the number of engineers available on the seniority list exceeds the number of engineers required in order to meet the mileage regulation pursuant to Article 32, Section 6(e) of the Western Lines Agreement covering engineers.

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(c) The number of positions available on the auxiliary board will not exceed one and one-half (1 1/2) times the combined shortage of engineers required at all Western Lines Hub seniority zones which have a need for engineers.

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(d) Nothing in this Part B is intended to modify or supersede the seniority

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rights, agreements or practices governing the use of engineers from one source of supply to another on the same seniority zone.

4. (c) § 2:

(a) Engineers will be assigned to an auxiliary board for a three (3) month period of time. Positions on the auxiliary board will be advertised in accordance with Article 32, Section 10 (a) and (b) of the agreement, and awarded the tenth of the month preceding the start of a three-month period, to be effective the first day of the first month of the three-month period.

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(b) Bids for positions on the auxiliary board will indicate the seniority zones that are considered to have an excess of engineers pursuant to Section 1(b) above and will be accepted from engineers on those seniority zone. Positions will be assigned in seniority order in accordance with the applicants' ranking on the consolidated seniority roster, however the number of applications accepted from a seniority zone will be limited to the number of engineers in excess on that zone.

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(c) If an insufficient number of applications are received, the junior engineer(s) on the seniority zone where an excess exists may be assigned, at the Company's discretion. If the total number of auxiliary board engineers needed exceeds the combined surplus at all seniority zones, the number will be supplemented by the engineers who have been cut off the working list.

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(d) The bulletin advertising positions on the auxiliary board shall indicate the seniority zones at which a need for engineers exists and the number of engineers desired for each seniority zone and the seniority zones which are considered to have an excess of engineers pursuant to Section 2(b) above. Bids for positions on the auxiliary board may also state the engineer's preference for the seniority zone on which the engineer will work. Preference for work district shall be honored in accordance with the engineer's standing on the consolidated roster of Western Lines engineers. Lacking a sufficient number of bids to a particular seniority zone, the Carrier may use its discretion in assigning auxiliary board engineers to a work district.

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4. (c) § 3: Engineers who either volunteer or are forced assigned to the auxiliary board will be known as an auxiliary board engineer and must remain thereon for a period of three months. During the period of time an engineer is on the auxiliary board, he/she will not be entitled to exercise seniority from that auxiliary board. Such engineer will be allowed full exercise of seniority upon completion of his/her auxiliary board obligation.

4. (c) § 4: Engineers force assigned to the auxiliary board will be released from the auxiliary board in seniority order if a younger seniority engineer becomes

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available on the seniority zone from which the engineer was assigned. If the engineer who is to be released is in the middle of a work/rest cycle, the engineer will be released at the end of the work/rest cycle.

4. (c) § 5: An auxiliary extra board engineer will be used on one of the following work/rest cycles:

1. 31-day month:

a. Cycle - 20 consecutive 24-hour period (work segment) with 11 consecutive 24-hour periods (rest segment); or,

b. Split Cycle - 10 consecutive 24-hour periods (work segment) with 5 consecutive 24-hour periods (rest segment) followed by 10 consecutive 24-hour periods (work segment) with 6 consecutive 24-hour periods (rest segment).

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2. 30-day month:

a. Cycle - 20 consecutive 24 hour periods (work segment), with 10 consecutive 24-hour periods (rest segment); or,

b. Split Cycle - 10 consecutive 24-hour periods (work segment) with 5 consecutive 24-hour periods (rest segment) followed by 10 consecutive 24-hour periods (work segment) with 5 consecutive 24-hour periods (rest segment).

3. 29-day month:

a. Cycle - 20 consecutive 24 hour periods (work segment), with 9 consecutive 24-hour periods (rest segment); or,

b. Split Cycle - 10 consecutive 24-hour periods (work segment) with 5 consecutive 24-hour periods (rest segment) followed by 10 consecutive 24-hour periods (work segment) with 4 consecutive 24-hour periods (rest segment).

4. 28-day month:

a. Cycle - 19 consecutive 24 hour periods (work segment), with 9 consecutive 24-hour periods (rest segment); or,

b. Split Cycle - 10 consecutive 24-hour periods (work segment) with 5 consecutive 24-hour periods (rest segment) followed by 9 consecutive 24-hour periods (work segment) with 4 consecutive 24-

hour periods (rest segment).

4. (c) § 6: (a) Work segments for an auxiliary extra board engineer shall begin at the time the engineer reports to the on duty point at the source of supply on the seniority zone where he/she has been working, and shall end at the time the engineer is released from the work segment at that same source of supply. The off days (rest segment) will begin at the time the engineer arrives at that location. In the event the engineer is not returned to his/her on duty location by the end of the work segment, the following will govern:

1. If arrival is less than four (4) hours past scheduled end time: no extra compensation.
2. If arrival is four (4) hours or more, but less than eight (8) hours past scheduled end time: \$275.00 in addition to all earnings and guarantees.
3. If arrival is eight hours or more, but less than 24 hours past scheduled end time: \$275.00 in addition to regular salary plus subsequent work segment will be reduced by one day (24 hours)..
4. If arrival is 24 hours or more, but less than 48 hours past scheduled end time: \$550.00 in addition to regular salary plus the subsequent work segment will be reduced by two days (48 hours).
5. (a) For each additional 24 hours past the scheduled end time, until the engineer returns to his/her on duty point location: An additional \$275.00 plus the subsequent work segment will be reduced by one additional day (24 hours).

(b) The Company will have the option of returning the auxiliary board engineer to his/her home source of supply (on duty point location) prior to the scheduled expiration of his/her work segment in order to avoid delay in commencement of scheduled rest segment.

(c) A auxiliary board engineer performing service on an outside assignment will not be required to complete any other agreement obligation which will delay return to his/her on duty location for commencement of the rest segment.

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4. (c) § 7: Auxiliary board engineers will only be required to protect service from one source of supply during a work segment. Auxiliary board engineers will be marked to the bottom of the engineers' extra board and be used in turn, with extra engineers already on that extra board. If two or more auxiliary board engineers report to extra board at the same time, they will be marked to the board in seniority order.

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4. (c) § 8:

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(a) Auxiliary board engineers will be provided transportation to and from the location of their work segment, lodging, transportation between lodging and work assignments, and a \$32.00 daily meal allowance. If transportation to and from work segment is anticipated to exceed six hours, air transportation will be used.

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(b) Although under no obligation to do so, auxiliary board engineers may use their own vehicle for transportation in lieu of Company-provided transportation upon advance approval from the Company. Auxiliary extra board engineers who utilize their vehicle will be compensated for mileage (one round trip) from the engineer's home location to and from the work segment, and for work related use while at that location in accordance with current allowable IRS mileage rates.

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(c) Auxiliary extra board engineers will be compensated a day's meal allowance (\$32.00) for any day on which they are away from their home location, including travel days. For travel days, the meal allowance will be paid for any day the engineer leaves his/her home location prior to 5:00 p.m. or arrives back at his/her home location after 11:00 a.m. (Note: the \$32.00 meal allowance and \$20.00 per day allowance in lieu of lodging, when applicable, can only be claimed on a personal expense account, not a blue form.)

(d) For each work segment, an auxiliary extra board engineer may elect a daily lodging allowance of \$20.00 in lieu of Company-provided lodging.

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4. (c) § 9:

(a) Pay for an auxiliary board engineer will be based on actual earnings made during a work segment, but not less than the extra board guarantee (\$5,046.84, to be adjusted in accordance with changes in the amount of basic day) per month, plus penalties, when applicable. Payment for the first half of a month shall be \$ 2,523.42 (one half of monthly minimum) regardless of the amount actually earned. If total earnings for the work segment exceed \$ 5,046.84, for the second half the engineer will be paid actual earnings for the work segment plus penalties, less the \$2,523.42 paid for the first half. If total earnings for the work segment are less than \$5,046.84, for the second half the engineer will be paid \$ 5,046.84 plus penalties, less the \$2,523.42 paid for the first half.

(b) Auxiliary board engineers who make themselves unavailable for work for any portion of a work segment will have their monthly minimum (\$5,046.84) reduced one twentieth (1/20th) for each calendar day, or portion

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thereof, they are not available. Marking rest in accordance with agreement provisions will not be considered as making oneself unavailable. Guarantee (\$5,046.84 or \$2,523.42) will not be not be reduced for absences such as bereavement leave, jury duty, Company business (including physical and rules examinations), employee involvement programs, etc.

(c) Although under no obligation to do so, auxiliary board engineers who accept an offer to extend their work segment, or perform service during their rest segment, will be paid for such service at the applicable road or yard rate in addition to monies paid under Sections 9(a) and (b) above, but not less than \$275.00 per day (24 hours).

(d) Auxiliary Extra Board Engineers will accrue vacation credits based on one vacation credit for each \$117.19 in salary which will also be used to determine supplemental fund payment, if any.

4. (c) § 10: Engineers assigned to the auxiliary board will be paid in lieu for assigned vacations which fall during their time on the auxiliary board unless the parties mutually agree to move the assigned vacation to another time period.

4. (c) § 11: An auxiliary board engineer who has a bona fide family emergency, e.g., major illness or accident, specifies the nature of the emergency and furnishes the Company with material evidence, will be handled on a case by case basis.
QUESTIONS AND ANSWERS

Q. 1. Does the Company have any obligation to call an auxiliary board engineer for service during his/her rest segment?

A. 1. No, but if such service is offered by the Company, it will be in seniority order of the auxiliary board engineers assigned from that source of supply.

Q. 2. Will an auxiliary board engineer who elects to remain at his/her work segment location during his/her rest segment be entitled to one round-trip airline ticket between his/her home location and the work segment location for a person they designate in lieu of the Company paid travel for the engineer?

A. 2. Yes, but the Company is not obligated to pay meal allowance or lodging expense (including the \$20 allowance in lieu of lodging) to an engineer who elects to remain at his/her work segment location during a rest segment.

Hiring and Promotion

SECTION 5. (a) On a seniority zone where firemen are required to fire less than three years, all engineers will be hired;

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If required to fire 3 and less than 4 years, 1 promoted and 1 hired;

If required to fire 4 and less than 5 years, 2 promoted to 1 hired;

If required to fire 5 and less than 6 years, 3 promoted to 1 hired;

If required to fire 6 and less than 7 years, 4 promoted to 1 hired;

If required to fire 7 and less than 8 years, 5 promoted to 1 hired;

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

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

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5. (b) After successfully passing the required examinations for the handling and care of locomotives and knowledge of rules and regulations of the Operating Department, a hired engineer, or a fireman promoted to engineer, shall be issued a Certificate of Qualification and on the seventh day thereafter shall be dated as an engineer, except as provided in Sections 5(d), 5(e), and 5(f), this Article, and his name shall be placed on the seniority roster of engineers.

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

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

An employee who has been accepted for employment in accordance with the above paragraph will not be terminated or disciplined by the Company for furnishing incorrect information in connection with an application for employment or for withholding information there from unless the information involved was of such a nature that the employee would not have been hired if the Company had timely knowledge of it.

5. (c) The posting of notice of seniority rank of an engineer shall be done within ten (10) days following date of promotion and such notice shall be posted on every bulletin board of the seniority district and seniority zone on which the engineer holds rank, with copy furnished to the Local Chairman, Brotherhood of Locomotive Engineers. Any engineer desiring to enter protest against his date of seniority posted by the Company as herein provided shall file written protest

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within sixty (60) days with the Superintendent, with copy to the Local Chairman, Brotherhood of Locomotive Engineers, having jurisdiction. A protest against his seniority date by an engineer, if not filed in writing within sixty (60) days after its posting as here in provided shall not be entertained.

5. (d) If for any reason the senior eligible fireman to be promoted or engineer to be hired is not available and junior fireman as promoted out of turn, whatever seniority standing the junior fireman establishes shall go to the credit of the senior eligible firemen to be promoted or to the engineers to be hired, provided the engineers to be hired are available and qualify within 30 days.

NOTE: Qualification, as referred to herein, is not intended to include learning of road or signals.

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

5. (f) In case an engineer is hired when, under requirements of Section 5(a), this Article, a fireman (or firemen) should have been promoted, the date of seniority thus established shall fix the standing of the senior qualified fireman (firemen) due to be promoted, provided he (or they) is eligible to qualify within 30 days, who shall rank immediately ahead of the hired engineer on the engineer's seniority list. The hired engineer shall retain his date of seniority and be counted in proportion of engineers to be hired.

Rate Progression - New Hires

5. (g) § (a) (1997 Modification Agreement Article III Item E) Employees promoted after December 1, 1997 shall be subject to the following entry rates and will start at 85% of the national rate for first year employees; at 90% for second year employees; at 95% for third year employees and, at 100% for fourth year employees. These employees will be entitled to the 5% bump for promotion as set forth in Article 8 of the June 1st 1996 BLE National Agreement.

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(g) In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in engine or train service is established on or after November 1, 1985, will be 75 % of the rate for present employees and will increase in increments of 5 percentage points for each year of active service in engine and/or train 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. (Arbitration Award 458, Article 4, Section 6 and PEB Article IV, Section 5)

Rate Progression Adjustment For Promotion (1996 National Agreement Article VIII)

5. (g) § (b) 1

(a) An employee who is subject to national rules concerning rate progression on the effective date of this Article shall have his position on the rate

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progression scale adjusted to the next higher level upon promotion to engineer. An employee covered by this Agreement who is subject to Article IV, Section 5 of the 1991 National Implementing Document (Rate Progression - New Hires) on the effective date of this Article shall have his position on the rate progression scale adjusted to the next higher level on such effective date.

(b) The next adjustment to an employee's position on the rate progression scale after the adjustment specified in subsection (a) of this Section shall be made when such employee completes one year of "active service" (as defined by the aforementioned Article IV, Section 5) measured from the date on which that employee would have attained the position on the rate progression scale provided pursuant to subsection (a) of this Section.

5. (g) § (b) 2

Local rate progression rules applicable on a carrier that is not covered by the aforementioned Article IV, Section 5 are hereby amended in the same manner as provided in Section 1.

5. (g) § (b) 3

This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

5. (g) § (c) 1996 UP National Agreement - May 31, 1996 Side Letter number 8

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This confirms our understandings regarding Article VIII -Rate Progression Adjustment For Promotion of the Agreement of this date.

1. Such Article is not intended to supplant existing rules that treat employees more favorably with respect to rate progression, including while working as or upon promotion to engineer. That is, such rules are preserved and shall continue to apply in lieu of Article VIII.

2. Any promotion adjustment made pursuant to Article VIII shall be applied solely on a prospective basis.

Q and A's ARTICLE VIII - RATE PROGRESSION
(1996 UP National Agreement, Q and A's, Article VIII)

Q-1: What rate of pay is applicable to employees who are promoted to conductor (foreman) and/or engineer but are working as brakemen (helpers) and/or hostler?

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A-1: Once an individual is promoted to conductor (foreman) and/or engineer, that employee receives the applicable rate percentage, regardless of the craft in which they are working, until such time as they reach the next rate step in accordance with Article IV, Section 5 of the 1991 Implementing Document.

Q-2: An 80% entry rate employee promoting to engineer March 1, 1996, immediately elevates to the 85% entry rate. On his/her July 1, 1996 hiring anniversary date does the entry rate of that employee increase to 90%?

A-2: No. The employee goes to 90% on July 1, 1997.

Q-3: An employee is elevated to the next step in the rate progression upon promotion from brakeman to conductor. Does that employee elevate to the next step upon subsequent promotion to engineer?

A-3: Yes.

Q-4: Where existing promotion rules or practices provide for the automatic promotion to conductor and engineer upon promotion to either conductor or engineer, will an employee be elevated two (2) steps on the wage scale?

A-4: Yes

Duplicate Time Payments

(Arbitration 458, Article 4, Section 5 and PEB 219 Article IV, Section 4)

5. (h) § (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 engine or train service is established on or after November 1, 1985.

(b) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not previously eliminated, shall not be subject to general, cost-of-living or other forms of wage increases.

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Reduction of Force

SECTION 6. (a) When, from any cause, it becomes necessary to reduce the number of engineers on the engineers working list on any seniority zone, those taken off may, if they so elect, displace any fireman their junior on that seniority zone under the following conditions:

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

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service paying freight rates, are averaging the equivalent of 3200 miles per month.

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

Engineers Cut Off List

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

Addition to Working List

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

Regulation of Assigned Service

6. (d) (1995 Local Agreement Article 8) In the regulation of passenger or other assigned service, sufficient engineers will be assigned to keep the mileage or equivalent thereof within the limitations of 4000 and 4800 miles for passenger service, and 3600 and 4200 for other regular service, as provided herein. If in any service, additional assignments would reduce earnings below these limits, regulation will be effected by requiring the regular assigned employee to lay off when the equivalent of 4800 miles in passenger service or 4200 miles in other regular service has been reached."

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

Engineers laying off by reason of mileage limitation will be expected and required to report for duty at the expiration of their checking period unless permission to extend their layoff period has been secured.

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Unless permission to extend their layoff period has been secured, assigned engineers must report in time to enable them to perform the first service on their assignment in their succeeding mileage checking period.

Unless permission to extend their layoff period has been secured, pool freight engineers must authorize the return of their names to the pool freight list as of 12:01 AM of their succeeding mileage checking period. When two or more pool freight engineers have authorized the return of their names to the pool freight list prior to 12:01 AM, their names will be placed on the pool freight list with relation to each other in accordance with their previous arrival at the terminal and in accordance with Section 2(c), Article 30.

Engineers who have not earned the maximum mileage in a 30- day period are privileged to go out on assignment notwithstanding the trip may result in their making in excess of the maximum mileage. Miles made in excess of the maximum in such cases will be charged against the following period as provided in Section 6(i), this Article.

Regulation of Extra Lists

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

Regulation of Assigned Yard Service

- 6. (f)** In assigned yard service, regulation will be made by requiring each regularly assigned man to lay off when he has earned the equivalent of 35 days per month.

Regulation of Yard Extra Lists if Maintained

- 6. (g)** Where separate extra lists are maintained for yard service, sufficient engineers will be maintained to keep the average earnings between 26 and 35 days per month; provided that when engineers are cut off the yard working list and it is shown that men are averaging the equivalent of 31 days per month, engineers will be returned to service, if the addition will not reduce the average earnings below 26 days per month.

Each Working List Handled Separately

- 6. (h)** When regulating working lists in the respective classes of service, each list will be handled separately. In the regulation of mileage in road service and days in yard service, neither the minimum nor maximum is guaranteed.

Subject to the provisions of Section 4(a), this Article:

The average mileage in any pool or extra list, as shown by check of the preceding 15-day period, must fall below the minimums provided in Section 6, this Article, before any reduction may be made in the number of men on any such list.

If such mileage check shows that the average earnings have fallen below the minimums so provided, a sufficient number of engineers will be taken off so that the average earnings of those remaining on the list will be between the minimum and maximum.

If such mileage check shows average mileage exceeding the maximums, engineers must be added to the list, provided the addition will not reduce the earnings below the minimums.

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

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

6. (j) Under the provisions of the above rules it is understood that after all engineers who have been taken off have been returned to service as engineers, the 3400 mileage replacement for road extra engineers and the 31-day replacement for yard extra engineers shall not apply with respect to further additions.

Registering Miles

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

Should an engineer fail to register his mileage correctly or willfully violate the mileage regulations, he will, upon written request from Local Chairman, Brotherhood of Locomotive Engineers, to the Superintendent or his representative having jurisdiction, be held off his assignment two (2) days for each 100 miles equivalent, or fraction thereof, exceeded.

When the Superintendent or his representative having jurisdiction is notified in writing by the Local Chairman, Brotherhood of Locomotive Engineers, that:

(i) An engineer refuses or neglects to register his current mileage earnings, said engineer shall not be called for further service until after he has complied with the provisions of this Section; or

(ii) That an engineer has made the maximum mileage specified for his class of service during the month, said engineer shall not be called for further service during that month.

Engineers taken out of service under the provisions of this Section may be used in service when other engineers are not available.

- 6. (1)** Local Chairman, Brotherhood of Locomotive Engineers, will have access to time books for the purpose of checking mileage made by engineers under this section, excepting when timekeepers are using books to get out pay rolls or distributions.

Timekeepers will give the Local Chairman whatever assistance they can during working hours which does not interfere with performing regular duties.

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

SHORTAGE OF ENGINEERS

- 6. (m) § 1 (1995 Local Agreement Article 10): It is agreed that Carrier shall maintain a sufficient number of available engineers at all extra board terminals to protect all regular and extra assignments so engineers will be allowed reasonable use of personal leave days, vacations, vacation split days and reasonable period of layoff. Available engineers at a source of supply are those employees having a valid certificate as a locomotive engineer pursuant to 49 CFR part 240 whose name appears on a seniority roster and who are currently working. Currently working means that the employee has earned compensation as an agreement-covered operating craft employee, not necessarily as an engineer, during the last 30 days. Such employees who commence a leave of absence, are dismissed, or reach the 30th day of absence for reasons such as suspension, illness or injury shall not be considered currently working. Engineers who are on leave as Company officers shall not be considered currently working.**

- 6. (m) § 2: The designated representative of the Carrier and the BLE General Chairman or his designated representative will agree to the actual number of available engineers required at each location on the Union Pacific Western Lines and the former EP&SW. The following will be used to determine the number of engineers required at each source of supply:**

Number of Engineer Pool Turns
Number of Locals/Road Switchers
Number of Regular Yard Assignments
Number of Assigned Helper Pool Turns
Number of Relief Yard Assignments, if any
Number of Work Trains, if any
Sufficient Extra Board Positions

- 6. (m) § 3: The Carrier will have a sufficient number of available engineers at each source of supply by December 31, 1996. Thereafter, should the number of**

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available engineers fall below the number of engineers required by Sections 1 & 2 of this article, the carrier will immediately take action to obtain a sufficient number of additional engineers to meet the requirements of Section 2.

Seniority Lists and Date

SECTION 7. Superintendents shall prepare a seniority roster of engineers as of January 1 of each year, showing thereon the names, rank, and seniority dates of engineers. A copy of the seniority roster shall be posted on bulletin boards at all terminals of the seniority district and seniority zone subject to correction for a period of sixty days after posting and a copy thereof furnished to the Local Chairman, Brotherhood of Locomotive Engineers, having jurisdiction on said seniority district or seniority zones. Copies of seniority rosters of engineers of all seniority district or seniority zones shall be furnished the General Chairman, Brotherhood of Locomotive Engineers.

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UP National Agreement Side Letter Number 10, May 31, 1996

This refers to our discussions concerning flowback arrangements between engine and train service positions in those situations where the BLE represents engineers. Each carrier shall meet with and obtain the concurrence of the BLE representative(s) having jurisdiction over the engineers' seniority roster or rosters involved in any flowback arrangements on such carrier before the flowback arrangements are implemented. Please acknowledge your agreement by signing your name in the space provided below.

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Exchanging Hub Rights

SECTION 8. (1995 Local Agreement Article 2)

When engineers on different seniority hubs desire to exchange hub seniority rights, they will be allowed to do so, taking the junior engineer's rights in both cases, subject to the following conditions:

Deleted: When engineers on different seniority districts desire to exchange seniority district rights, they will be allowed to do so, subject to the approval of proper officials, taking the junior engineer's rights in both cases.

(i) Engineer seniority dates and dates of birth must be within five (5) years of each other.

(ii) Each engineer must perform service on the new seniority hub for six (6) months (unless one or the other is medically or physically unable to do so) prior to the exchange becoming final. If either engineer fails to remain on the district for six (6) months, both engineers will be required to return to their former seniority zones.

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(iii) All seniority trades are subject to the approval of the proper officials.

In instances in which a trade is sought due to an engineer's medical condition and required medical documentation is provided by the engineer to substantiate the medical condition, the Company may elect to waive the five (5) year requirement in item (i).

Engineers may exchange hub rights under the provisions of this Section, between any hub.

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Upon acquiring the necessary qualifications as provided by the sixth paragraph of Section 2(a), Article 30, after exchanging seniority, an engineer shall be permitted, upon written application, to displace any engineer his junior in seniority on his new seniority district in passenger service.

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TEMPORARILY TRANSFERRING ENGINEERS FROM OTHER LINES (1995 Local Agreement Article 4)

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SECTION 9 Engineers temporarily transferred from locations on lines other than Western Lines will be subject to rates of pay and benefits paid to engineers on the Western Lines seniority zone to which transferred. Additional compensation, if any, will be negotiated with the BLE Western Lines. The preceding sentence does not preclude the Carrier from paying reasonable meal and lodging allowances. This provision is without prejudice to either party as it pertains to prior claims.

SECTION 9. When engineers are temporarily transferred from one seniority district to another, volunteers will be accepted according to seniority; failing to get sufficient volunteers, the youngest available engineers on the working list of the district from which the transfer is made shall be transferred; if a sufficient number of engineers cannot be spared from the working list, the list will be supplemented from the senior engineers who have been cut off the working list, and the junior engineers then on the working list so augmented, will be transferred, and will have the privilege of returning at their own request, before the force on the original district is otherwise increased, and shall lose no seniority rights on the first named district. When a temporary transfer is afterwards made permanent, the engineer shall date in seniority on the district to which transferred, on the date of first service on said district.¶

Advertising and Assigning Runs

SECTION 10. (a) All new or vacant assignments will be advertised by bulletin for seven days for seniority choice of engineers as soon as created or become vacant; except, on bona fide new assignments where it can be anticipated sufficiently in advance, such assignments will be advertised for seniority choice of engineers for seven days prior to first date service is to be performed in order that the senior engineers bidding for same may be placed on the assignments.

(1995 Local Agreement Article 5) Applications will be accepted until 9:00 AM of the seventh day at which time the senior engineer whose application is in the hand of the assignment clerk will be assigned.

If an engineer senior to the engineer assigned contends that he filed an application with the employee authorized to receive such application in sufficient time for it to have been given consideration he will confer with the Local Chairman, Brotherhood of Locomotive Engineers, having jurisdiction. If the Local Chairman so requests, the engineer making the complaint shall be placed on the assignment without penalty to the Company.

¶ An engineer who is temporarily transferred from one seniority district to another under this section will be provided lodging at the district terminal on the seniority district to which such engineer is transferred, as well as other lodging to which he may be entitled under other provisions of the agreement.

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Assignments vacated by engineers as covered in Sections 8, 16, 17, 19, this Article, or by an engineer being off for forty-five (45) days or more from any cause, shall be advertised as provided for in Section 10, this Article.

The foregoing includes new positions and vacancies on extra lists except positions established under Section 4(c), this Article. This does not require the Company to fill such new or vacant positions on any extra list during the bulletined period, nor does it require the filling of such vacancies by the Company during the period occasioned by engineers laying off for any cause.

Extra engineers working on a run during the life of a bulletin will be paid in the same manner as if filling vacancy of regular assigned engineer.

If run is continued for less than six days, bulletin will be considered as void and engineer will be compensated as if bulletin had not been issued.

If the senior engineer, or engineers, of the district make application for said run, or runs, prior to the seven days' limit, he or they shall be at once assigned and bulletin withdrawn.

Bulletin notices of assignment of senior applicants to runs secured by seniority choice will be sent to each terminal promptly, and the posting of such bulletin will constitute notice of assignment and will release engineers shown on such bulletin of assignment from previous run or service if at home terminal of the run; if not at home terminal on date bulletin is posted, will be released from the run or service upon first arrival at home terminal after such date except where the home terminal of the previous assignment is an outside point, in which case the Company will have 30 hours from 12:01 AM following the date bulletin of assignment is issued to furnish relief at outside point.

Should the Company fail to relieve an engineer holding an assignment with home terminal at outside point, at the expiration of the 30-hour period, said engineer will be paid, beginning at the expiration of the 30-hour period, the difference as between the amount earned on the assignment on which working and any greater amount that he would have earned on his new assignment, until released from the assignment on which working.

When bulletins are posted on any seniority zone for seniority choice of engineers for vacancies or new runs, no application will be considered unless applicant is actually employed on the working list as an engineer and holding seniority on that district.

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When such bulletins are posted for assignments in yard service and no applications are received, the junior engineer on the working list of engineers, if qualified, shall be assigned provided, if the assignment of said junior engineer will necessitate an addition to the engineers' road extra list, the senior engineer

cut off the working list will be placed on the road extra list before the assignment is made and he shall be considered the junior engineer on the engineers' working list, and if qualified, will be assigned to advertised position.

NOTE: The clause above reading ". . . the junior engineer on the working list of engineers, if qualified, shall be assigned . . ." does not include engineers assigned to regular runs, yard assignments, or to an extra list of engineers, except that it will include the junior engineer (or engineers) assigned to an extra list of engineers if all senior engineers on the working list of engineers are assigned to regular runs, yard assignments, or to an assigned extra list of engineers.

When no applications are received for other assignments that have been bulletined, such assignments shall be readvertised by 7-day periods until application is received or the assignment is canceled.

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

An engineer reporting for duty following his vacation period or proper leave of absence will be privileged to displace a junior engineer from an assignment advertised for the seniority choice of engineers subsequent to the displacing engineer starting his vacation period or proper leave of absence, and assigned to the junior engineer prior to the displacing engineer reporting for duty from his vacation period or proper leave of absence.

As used above the words "vacation period" are defined, as a vacation period assigned under the provisions of the Vacation Agreement effective as of July 1, 1949.

Local Chairman of the Brotherhood of Locomotive Engineers will be furnished with copies of bulletins of new and vacant assignments and copy of assignment notices of engineers thereto.

The assignment of engineers to passenger service is subject to the two paragraphs of Section 2(a)(5), Article 30.

When an engineer is assigned by seniority choice to an assignment operating on a district over which he has not worked for a considerable period of time, during which changes may have taken place in track conditions, he shall be required to familiarize himself with the road conditions, without compensation, prior to performing service on the assignment.

Readvertising Assignment

10. (b) In road service when:

either terminal of an assignment is changed; a freight or mixed assignment is changed to a passenger assignment;

a passenger assignment is changed to a mixed or freight assignment.

an assigned run is placed in a pool of runs, either freight or passenger;

an assigned freight run is changed to a local freight assignment;

a local freight assignment is changed to a through freight assignment;

the scheduled leaving time of an assigned passenger run or the advertised time to report for duty on assignments in other than passenger service is canceled two hours or more (excepting trains included in a pool "

a motor is substituted for steam service or steam service is substituted for motor exceeding thirty (30) days;

it shall be considered as a new assignment and advertised accordingly.

The scheduled leaving time of an assigned passenger run may be changed less than two (2) hours; or the advertised time to report for duty on assignments in other than passenger and roustabout service may be changed less than two (2) hours, providing that not less than forty-eight (48) hours' advance written notice of said change is posted, copy thereof to be furnished Local Chairman, Brotherhood of Locomotive Engineers.

If more than one change is made under the provisions of this section resulting in a cumulative change of two (2) hours or more in the leaving time of an assigned passenger run before the first change was made; or a cumulative change of two (2) hours or more in the time of reporting for duty before the first change was made on assignments in other than passenger and roustabout service, the assignment so changed shall be considered as a new assignment and advertised accordingly.

When trains are run by roster, pool or several pools, there being a preference in layovers or trains in said roster, pool or pools, senior engineers will have their

choice and will be placed in roster and pools in order of their seniority and preference.

When trains are run by roster, pool or several pools, there being no preference in layovers or trains in said roster, pool or pools, the assigned engineers shall be placed on assignment in accordance with their arrival in previous service as between each other in service previously assigned to.

When on a branch the service consists of one or more freight and passenger trains and one engineer is assigned to the work and the service is changed and one or more engineers are added, making a straight passenger and a straight freight run, such runs shall be considered as new runs and advertised accordingly.

When a vacancy occurs on any set of runs where the engineers assigned have a specified layover day, such vacancy shall be bulletined, and when bid in the engineers already on the runs will have the privilege of taking the preferred layover day, provided such engineers are older in seniority than the engineer last assigned.

It is understood under the provisions of this section that an engineer losing his run under these conditions may retain run during existence of bulletin.

Refusing Vacant Assignment

SECTION 11. An engineer refusing an assignment vacant or open to his choice, or vacates an assignment, forfeits thereby no seniority rights, but cannot thereafter claim the assignment refused, or vacated, except it being again vacant, or in case he is thereafter deprived of an assignment which he held. Further, an engineer assigned to an assignment which is readvertised and is working out the life of such bulletin and is not the successful applicant for the assignment, may displace any engineer his junior in accordance with the rules.

Engineer Losing Assignment

SECTION 12. (a) An engineer physically displaced from or losing his assignment through no fault of his own shall be entitled to take any assignment on the same **seniority zone** held by an engineer his junior in seniority; provided, that if said engineer displaces on an assignment where there are several engineers his junior, with no distinct preference of runs or layover days, he shall displace only the junior of such engineers. If there is a preference in assignment or layover days, said engineer may displace an engineer his junior in seniority in accordance with his preference. The Company shall not be liable for deadhead compensation or for time lost by engineers due to such changes.

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An engineer whose service has been restricted shall be entitled to exercise his seniority in accordance with this section when said restriction is modified or canceled.

12. (b) An engineer may not be displaced from an assignment after he has been called for service.

12. (c) Engineers assigned to an established run, the mileage of which is certain and from any cause the mileage is reduced, resulting in reducing the number of engineers assigned, the senior engineers assigned to said run shall acquire the right of displacement in accordance with their seniority as specified in Section 12(a), this Article.

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SECTION 13. (a) (1996 UP National Agreement Article X, Section 1 (a)) . Where agreements that provide for the exercise of displacement rights within a shorter time period are not in effect, existing rules are amended to provide that an employee who has a displacement right on any position (including extra boards) within a terminal or within 30 miles of such employee's current reporting point, whichever is greater, must, from the time of proper notification under the applicable agreement or practice, exercise that displacement right within forty-eight (48) hours.

Deleted: An engineer physically displaced from or losing his assignment through not fault of his own or vacating an assignment as specified in Section 12(c), this Article, must exercise his right of displacement in writing not later than 24 hours following receipt by him of notice that he has lost his assignment, and failing to file a displacement within 24 hours as provided herein, said engineer shall be subject to be assigned to an assignment under bulletin for which no application is received in accordance with Section 10(a), this Article.

If an engineer is laying off when he loses his assignment, he shall be presumed not to have notice thereof until he subsequently reports for duty.

After exercising his right of displacement under this section an engineer may retain or take a temporary vacancy under the provisions of Section 7, Article 30.

13. (b) (1996 UP National Agreement Article X, Section 1 (b)) . Failure of an employee to exercise displacement rights, as provided in (a) above, will result in said employee being assigned to the applicable extra board, seniority permitting. (The applicable extra board is the extra board protecting the assignment from which displaced.)

Deleted: Engineers notified that they have been cut off an extra list of engineers will, in their seniority order, be at once called and required to select the assignments of their choice held by engineers their junior. If displacement is made on assignments at outside points, engineers making such displacements will be required to immediately deadhead to such outside points to relieve the engineers displaced in order that the latter, if entitled to return to firing service, may do so without delay. Deadheading under the above conditions is in the exercise of seniority and will not be paid for.

13. (c) (1996 UP National Agreement Article X, Section 1 (c)) In the event force assignment is not compatible with local agreements, prior to implementation, the parties will meet on property to determine an avenue of assignment.

The provisions of this Section do not modify or supersede question (d) and Answer thereto, Article 28.

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Q And A's For Article 32 Section 13
(1996 UP National Agreement Q and A's Article X)

DISPLACEMENT

Q-1: On those properties where employees have less than 48 hours to exercise displacement rights, are such rules amended so as to now apply a uniform rule?

A-1: No, the existing rules providing for less than 48 hours continue, unless the parties specifically agree otherwise.

Q-2: Is an employee displaced under Section 1, electing to exercise seniority placement beyond thirty (30) miles of the current reporting point, required to notify the appropriate crew office of that decision within 48 hours?

A-2: Yes.

Q-3: How is an employee covered by this Article handled who fails to exercise seniority placement within 48 hours?

A-3: Such employee is assigned to the applicable extra board, seniority permitting, pursuant to Section 1(b) and subsequently governed by existing rules and/or practices.

Q-4: How long a period of time does an employee have to exercise displacement rights outside the boundaries specified in Section 1(a)?

A-4: The rules governing exercise of displacement rights as currently contained in existing agreements continue to apply in this situation.

Q-5: What happens if the employee notifies the Carrier that it is the employee's intent to displace outside of the 30 mile limit, then, after 72 hours, the employee is no longer able to hold that assignment?

A-5: A new 48-hour period begins.

Q-6: Is it intended that employees who fail to displace within 48 hours be assigned to an extra list where local or system agreements prohibit such assignment due to extra board restrictions and or seniority consideration?

A-6: See Section 1 (c) of Article X.

Q-7: Is it the intent of Article X to impose discipline on employees who fail to exercise seniority within 48 hours?

A-7: No, Section 1(b) provides that in these circumstances the employee will be assigned to the applicable extra board, seniority permitting. The employee will then be subject to existing rules and practices governing service on such extra board.

Q-8: Is this rule intended to expand upon the displacement rights of an individual so as to create situations not currently provided for in existing agreements and practices?

A-8: No.

Q-9: If an employee notifies the Carrier of their intent to displace beyond the 30 mile limit, can such employee notify the Carrier subsequent to the expiration of the 48 hour period of their desire to displace within the 30 miles?

A-9: No.

Q-10: How is the 30 miles limit to be measured— rail or highway?

A-10: Highway.

Q-11: When does the 48 hour time period within which the employee must exercise displacement rights begin?

A-11: When properly notified under existing rules governing this situation.

SECTION 14. (a) When an engineer is physically disabled on account of the loss of sight of one eye, and is required to give up his assignment, he will have the privilege of displacing any engineer his junior in branch service; if there is no branch assignment held by an engineer his junior, he will be placed in yard service and will be paid in accordance with Section 4, Article 11. This to apply until such time as there is a branch assignment held by an engineer his junior in seniority.

14. (b) In the re-examination of an engineer for color perception, acuteness of vision and hearing in event of the indoor test disclosing a deficiency of perception that might impair usefulness, such a test shall be followed by a field test, the result of which shall determine the standing of the person examined without glasses, and further examination shows that with glasses the test can be met satisfactorily, he will be accepted.

The right of appeal-in matters relating to physical examination is conceded.

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

ENHANCED EMPLOYMENT OPPORTUNITIES
(1996 UP National Agreement, Article VII)

SECTION 14.5

14.5 § 1 In the event that a carrier sells or leases its interest in one or more rail lines to a non-carrier pursuant to a transaction authorized under 49 U.S.C. §10901 (or any successor provision) as to which labor protective conditions have not been imposed by any governmental authority, any employee represented by the organization signatory hereto who (i) as a result of that transaction is deprived of employment with the carrier because of the abolition of his position, and (ii) does not accept employment with the purchaser shall be entitled to the benefits set forth in Section 2.

14.5 § 2 (a) An employee covered by Section 1 shall have the right, in seniority order, to bid on vacant positions or claim open locomotive engineer positions at any location on the carrier at any time within ninety (90) days after being deprived of employment. Seniority issues associated with the exercise of that right shall be resolved by the carrier and the organization representative or, absent agreement and at the request of either party by written notice served on the appropriate representative of the other party, by final and binding arbitration as provided in subsection (b). Solely for the purpose of this Section, a single locomotive engineer seniority roster for the carrier shall be developed, in accordance with applicable rules and procedures, no later than September 30, 1996.

14.5 § 2 (b) The arbitrator shall be selected by the parties. If they fail to agree within five days from the date notice of the submission to arbitration is received from the moving party, either party may request a list of five potential arbitrators from the National Mediation Board, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be paid under Section 153 of the Railway Labor Act.

14.5 § 2 (c) An employee exercising rights under this Section who relocates his residence shall receive a relocation allowance of \$5,000, provided, however, that an employee shall be required to elect between such allowance and any carrier relocation benefits that may be provided to such employee under other existing agreements or arrangements. Such allowance shall be paid in two equal installments: the first payable on the relocation date, and the second ninety (90) days thereafter. Such allowance (or any portion thereof) shall be payable as provided as long as the individual has an employment relationship with the carrier and is still at the new location at the time the payment is due.

NOTE: Employees who presently have extended seniority and who are deprived of employment on their prior right territory(s) as a result of a transaction covered in Section 1, will be covered by the conditions of Section 2(c), provided that any exercise of seniority must be beyond their prior right territory(s), with a minimum of fifty (50) miles distance.

14.5 § 3 In the case of any transaction authorized under 49 U.S.C. §10901 (or any successor provision), the arrangements provided for under this Article shall be deemed to fulfill all of the parties' bargaining obligations that may exist under any applicable statute, agreement or other authority with respect to such transaction, and shall also be deemed to satisfy the standards for the protection of the interests of employees who may be affected by such transaction described in 49 U.S.C. §10901(e).

14.5 § 4 This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

Q and A's ENHANCED EMPLOYMENT OPPORTUNITIES
(1996 UP National Agreement, Q and A's Article VII)

Q-1: Should a subsequent separate transaction occur after an initial relocation would the affected employee be allowed to again apply under Section 2?

A-1: Yes.

Q-2: What does "deprived of employment" mean for the purposes of the application of this Article?

A-2: The inability to obtain any possible position to which entitled.

Q-3: Will the resultant seniority roster established per Article VII, Section 2, cause any employee to suffer a loss of seniority on any roster to which they currently have seniority?

A-3: No. Such employee establishes seniority as of the date of service in the vacant, must fill or claim open, must fill position. All existing seniority remains intact.

Q-4: In order for an employee to receive the relocation allowance under Section 2©, is it required that the employee: (a) Sell his/her existing residence? (b) Stay/work a minimum amount of time at the new location? (c) Move thirty (30) or more miles from his former residence?

A-4: (a) No. (b) To receive the full allowance, the rule requires that the employee be at the new location at the time the second payment is due. (c) Yes. The note to paragraph (c) requires an exercise of seniority a distance greater than 50 miles.

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Q-5: What is the definition of "prior right territory(s)" as set forth in the note to Section 2 (c)?

A-5: This is determined on the individual properties in accordance with the applicable rules and/or practices governing seniority.

Interdivisional Runs

SECTION 15. (Arbitration Award 458, Article IX)

NOTE: As used in this Agreement, the term interdivisional service includes interdivisional, inter~~seniority zone~~, interdivisional and/or intraseniority zone service.

15. (a) When runs are so changed as to cause engineers to run over more than one district, or part thereof, such runs shall be filled in such service in proportion to the mileage allowed between terminals of the runs in each district over which the runs extend; service to be adjusted without unnecessary delay.

NOTE: It is understood that the term "mileage allowed" means actual road trip mileage and excess mileage, if any.
15. (b) An individual carrier may establish interdivisional service, in freight or passenger service, subject to the following procedure.

15. (b) §1 - Notice

An individual carrier seeking to establish interdivisional service shall give at least twenty 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.

15. (b) §2 Conditions

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 May 31, 1986 by the number of miles encompassed in the basic day as of that date. Weight-on-drivers additives; will apply to mileage rates calculated in accordance with this provision.

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Inserted: Section 1 - Notice
¶
An individual carrier seeking to establish interdivisional service shall give at least twenty 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.
¶

... [23]

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Inserted: Section 2 Conditions
¶
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 May 31, 1986 by the number of miles encompassed in the basic day as of that date. 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.

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(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.

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(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.

¶

(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.

(f) The foregoing provisions (a) through (e) do not preclude the parties from negotiating on other terms and conditions of work.¶

15. (b) § 3 - Procedure

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 end of the 20-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.

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Inserted: Section 3 - Procedure¶

¶ 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 end of the 20-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.¶

15. (b) § 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 either party. The arbitration board shall be governed by the general and specific guidelines set forth in Section 2 above.

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Inserted: Section 4 - Arbitration ... [25]

(b) (1991 PEB219 - Article X) The carrier and the organization mutually commit themselves to the expedited processing of negotiations concerning

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interdivisional runs, including those involving running through home terminals, and mutually commit themselves to request the prompt appointment by the National Mediation Board of an arbitrator when agreement cannot be reached.

(c) 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 and 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.

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Inserted: 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 and 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.¶

15. (b) § 5 - Existing Interdivisional Service

Interdivisional service in effect on the date of this Agreement is not affected by this Article.

15. (b) § 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.

15. (b) § 7 - Protection

Every employee adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection agreement of May 1936, except that for the purposes of this Agreement Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 6 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.

Any employee required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

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Inserted: Section 5 - Existing Interdivisional Service¶
Interdivisional service in effect on the date of this Agreement is not affected by this Article.¶

Deleted: Section

Inserted: 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.¶

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Inserted: Section 7 - Protection¶
Every employee adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection agreement of May 1936, except that for the purposes of this Agreement Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 6 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.¶
Any employee required to change his residence shall be subject to the benefits contained in Sections

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

NOTE 1: On railroads that elect to preserve existing rules or practices with respect to interdivisional runs, the rates paid for miles in excess of the number encompassed in a basic day will not exceed those paid for under Article IX, Section 2(b) of the Agreement of this date. (Arbitration Award 458, Sideletter #9)

NOTE 2: It was understood that except as provided herein, other articles contained in this Agreement, such as (but not limited to) the final terminal delay and deadhead articles, apply to employees working in interdivisional service regardless of when or how such service was or is established. However, overtime rules in interdivisional service that are more favorable to the employee than Article IV, Section 2, of this Agreement will continue to apply to employees who established seniority in engine service prior to November 1, 1985 while such employees are working interdivisional runs established prior to June 1, 1986.

Illustrations of maintaining present overtime rule for existing interdivisional runs without standard overtime rules are shown below: [Based on 104 mile basic day which becomes effective July 1, 1986]

Overtime calculated on basis of 25 m.p.h.,

250 mile run

On duty 11 hours (1 Hour overtime)

Basic day of 104 miles

Daily rate \$111.43

Mileage rate \$1.0819

Pay:

Basic day \$111.43

Overmiles (250-104)x\$1.0819 \$157.96

Overtime 11-(250/25) x (111.43/8)x1.5 20.89

Total \$290.28

Overtime calculated after 9.5 Hours on duty

200 mile run

On duty 10 hours

Basic day of 104 miles

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Daily rate \$111.43
Mileage rate \$1.0819

<u>Pay:</u>	
<u>Basic day</u>	<u>\$111.43</u>
<u>Overmiles (200-104)x1.0819</u>	<u>103.86</u>
<u>Overtime 10-9.5x(111.43/8)x1.5</u>	<u>10.45</u>
<u>Total</u>	<u>\$225.74</u>

The overtime provisions of Article IV, Section 2, of this Agreement will apply to employees who established seniority in engine service prior to November 1, 1985 while such employees are working interdivisional runs established subsequent to June 1, 1986. They will also apply to employees who established seniority in engine service on or after November 1, 1985 regardless of when the interdivisional runs on which they are working were established. (Side letter 9A of Arbitration Award 458).

Holding Official Positions

SECTION 16. (a) An engineer with seniority rights in any hub, accepting an official position in the service of the Company, or being exclusively employed by the Brotherhood of Locomotive Engineers, retains in either case his seniority rights; upon application, as provided for in Section 12, this Article, he will have the privilege to displace any engineer his junior.

ACCUMULATION OF SENIORITY BY OFFICERS

16. (b) (1995 Local Agreement Article 9) Any employee who is promoted to an official, supervisory, or exempted position and holds seniority in the craft or class represented by the BLE on or before July 1, 1995, who elects to accumulate seniority with the craft or class represented by the BLE shall have thirty (30) days from the effective date of this Agreement and/or written notification by the Organization to pay a fee equal to the total combined current monthly membership dues through the applicable local committee of adjustment. Thereafter, he/she shall accumulate seniority so long as he/she pays a fee no greater than the applicable current membership dues. In the event the employee elects not to pay the required fees, the BLE shall notify the designated Company officer with a copy to the employee involved. If such promoted employee is found not to have complied with the provisions of this Article, he/she shall retain but cease to accumulate seniority in the craft or class represented by the BLE.

Any employee who is promoted to an official, supervisory, or exempted position and holds seniority in the craft or class represented by the BLE after July 1, 1995, who elects to accumulate seniority with the craft or class represented by the BLE shall have thirty (30) days from the date promoted

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Deleted: (a) When runs are so changed as to cause engineers to run over more than one district, or part thereof, such runs shall be filled in such service in proportion to the mileage allowed between terminals of the runs in each district over which the runs extend; service to be adjusted without unnecessary delay.¶

NOTE: It is understood that the term "mileage allowed" means actual road trip mileage and excess mileage, if any.

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(b) Where an individual carrier not now having the right to establish interdivisional, interseniority district, intradivisional or intraseniority district service, in freight or passenger service, considers it advisable to establish such service, the carrier shall give at least thirty days' written notice to the General Chairman or Chairmen of the committee(s) of the Brotherhood of Locomotive Engineers involved, of its desire to establish service, specifying the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.¶

The parties will negotiate in good faith on such proposal and shall recognize each others fundamental rights, and reasonable and fair arrangements shall be made in the interest of both parties. Such rights and arrangements shall include, but not be limited to the following:¶

(1) 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.¶

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

(3) When an engine 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 engine crew.¶

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Article 32

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and/or written notification by the Organization to pay a fee equal to the total combined current monthly membership dues through the applicable local committee of adjustment. Thereafter, he/she shall accumulate seniority so long as he/she pays a fee no greater than the applicable current membership dues. In the event the employee elects not to pay the required fees, the BLE shall notify the designated Company officer with a copy to the employee involved. If such promoted employee is found not to have complied with the provisions of this Article, he/she shall retain but cease to accumulate seniority in the craft or class represented by the BLE.

Carrier will, to the best of its ability, notify BLE General Chairman, in writing, when an employee holding seniority in the craft or class represented by the BLE accepts any official, supervisory or exempted position in the service of the Carrier.

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Leave of Absence

SECTION 17. (a) An engineer having been in the service of the Company as an engineer for five (5) years may be granted leave of absence for one (1) year and retain his seniority rights, provided he does not accept a position on any other railroad.

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

After forty-five (45) days and less than one (1) year, on application as provided for in Section 12, this Article, he will have the Privilege of displacing any engineer his junior.

School Leave

(School Leave Agreement Files: Org. File E-14492-32-18 (c) and Co. File E&F 1-2184 dated May 27, 1983)

17. (b) Any employee covered by the provisions of this agreement who has been in the service of the Company as an engineer for two (2) years or more may request leave of absence, not to exceed four (4) years, to attend regular semesters of a fully accredited school. Request must be address to the Superintendent in writing and name the school to be attended. Approval or disapproval of such requests will be at the discretion of the Superintendent.

SECTION 18. (a) When an engineer is on leave of absence of less than forty-five (45) days he is presumed to retain his full seniority and will, therefore, be considered as entitled to the privilege of such seniority and may bid for an assignment under bulletin, as provided for in Section 10, or make application as provided for in Section 12, this Article, to displace any engineer his junior, should he lose his assignment through no fault of his own.

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18. (b) Bereavement Leave

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

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**Bereavement Leave
(1995 System Agreement Article 12)**

Deleted: SECTION 21. (a) No engineer shall be suspended or discharged, except in serious Cases where fault is apparent beyond a reasonable doubt, until he has had a fair and impartial hearing before the proper Company officer. When charges are made against an engineer, same must be in writing. A notice to appear for investigation must be in writing and specify the charge, time and place of the investigation.¶

(2) The application of Bereavement Leave as set forth in Article XI of the June 26, 1978 National BLE Agreement shall be modified to permit payment of 3 minimum day's pay at the rate of the last service rendered for Bereavement Leave without regard to whether the employee stood to perform service on any of the three days.

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

(3) Bereavement Leave will be allowed in the case of death of any engineer's following relatives:

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

- Brother
- Sister
- Parent
- Child
- Spouse
- Spouse's Parent
- Half-brother
- Half-sister

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

Engineers Dismissed or Reinstated

SECTION 19. An engineer having been dismissed from the service of the Company retains his seniority rights during investigation and appeals of his case; if reinstated, he will be returned to service as provided for in Section 12, this Article.

¶ (e) If an engineer is not satisfied with the decision of the Superintendent or his representative on a case where an investigation has been held, he may either:¶

Service Letters

SECTION 20. Service letters will be granted to engineers on leaving the service of the Company if they make request for same, regardless of the length of time employed.

¶ First, handle his own case on appeal to the proper Company officers and if he so desires, may have an engineer in service on the same seniority district assist him the presentation of the case. No action by the Company in such cases shall have the sanction of the General Committee nor shall it serve as precedent in disp[... [31]

**SYSTEM AGREEMENT - DISCIPLINE RULE
(1996 UP BLE System Agreement Attachment (a))**

SECTION 21

1. All existing agreements pertaining to the handling of discipline are eliminated and replaced by this agreement.

GENERAL

2. Locomotive engineers will not be disciplined without first being given a fair and impartial investigation except as provided below. They may, however, be held out of service pending investigation, but it is not intended that an engineer be held out of service for minor offenses.

NOTICE

3. Within 10 days of the time the appropriate company officer knew or should have known of an alleged offense, the engineer will be given written notice of the specific charges against him or her. The notice will state the time and place of the investigation and will be furnished sufficiently in advance to allow the engineer the opportunity to arrange for representation by a BLE representative(s) (the BLE Local Chairman or other elected BLE Officers) and witnesses. The notice will propose discipline to be assessed if investigation is waived and designate a carrier officer who may be contacted for the purpose of arranging for an informal conference on the matter. A copy of the notice will be furnished to the BLE Local Chairman.

WAIVER

4. Prior to the investigation, the engineer (and the BLE representative if desired by the engineer) may contact the designated carrier officer and arrange for an informal conference to discuss the alleged offense and proposed discipline. Such informal conference may be either in person or by telephone.

(a) If such informal conference results in the proposed discipline being dropped, no further action will be taken.

(b) If such informal conference results in proposed discipline being accepted by the engineer and the investigation being waived, the engineer's record will be updated accordingly.

(c) if such informal conference does not result in either (a) or (b) above or no informal conference takes place, the discipline imposed as a result of a hearing may not exceed that proposed in the notice of charges.

INVESTIGATION

5. Unless postponed for good cause, the investigation will be held no later

than 10 days after the date of the notice.

6. When practicable, the investigation will be held at the engineers home terminal. When that is not practicable, the investigation will be held at a location which will minimize the travel, inconvenience and loss of time for all employees involved. When an engineer is required to travel to an investigation at other than his or her home terminal, the engineer will be reimbursed for actual, reasonable and necessary expenses incurred.

7. Where request is made sufficiently in advance and it is practicable, the engineer and/or the BLE representative will be allowed to examine material or exhibits to be presented in evidence prior to the investigation. At the investigation, the engineer and/or the BLE representative will be afforded the opportunity to examine or cross examine all witnesses. Such examination will extend to all matters under investigation.

8. The investigation will be recorded and transcribed. Copies of transcript will be furnished to the engineer and the BLE Local Chairman no later than the date discipline is issued. If the accuracy of the transcript is questioned and the investigation was electronically recorded, the tapes shall be examined and, if necessary, the transcript will be corrected.

DECISION

9. A written decision will be issued no later than 10 days after completion of the hearing. The notice will be sent by US Mail to the last known address of the engineer and to the BLE Local Chairman.

10. If the Superintendent fails to issue a decision within such 10 day time engineer is found not at fault, the engineer will be paid for any time engineer's record will be cleared of the discipline at issue.

APPEALS

11. If the engineer is not satisfied with the decision, the BLE General Chairman may appeal to the designated Labor Relations officer within 60 days from the date of the Superintendent's decision.

12. The Labor Relations officer will respond to the appeal within 60 days from the date of the BLE General Chairman's appeal. If the Labor Relations officer fails to respond within 60 days, the engineer will be paid for any time lost and the engineer's record will be cleared of the discipline at issue.

13. If the engineer is dissatisfied with the decision of Labor Relations, proceedings for final disposition of the case under the Railway Labor Act must be instituted by the engineer or his or her duly authorized

representative within one year of the date of that decision or the case will be considered closed and the discipline will stand as issued, unless the time limit is extended by mutual agreement.

MISCELLANEOUS

14. If a dispute arises concerning the timeliness of a notice or decision, the postmark on the envelope containing such document shall be deemed to be the date of such notice or decision.

15. Engineers attending an investigation as witnesses at the direction of the carrier will be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred. When no time is lost, witnesses will be paid for actual time attending the investigation with a minimum of two hours, to be paid at the rate of the last service performed.

16. The engineer being investigated or the BLE representative may request the Carrier to direct a witness to attend an investigation, provided sufficient advance notice is given as well as a description of the testimony the witness would be expected to provide. If the Carrier declines to call the witness and the witness attends at the request of the engineer or BLE and provides relevant testimony which would not otherwise have been in the record, the carrier will compensate the witness as if it had directed the witness to attend.

17. If, by operation of this agreement or as the result of an arbitration decision, the Carrier is required to pay an engineer who has been disciplined for "time lost", the amount due shall be based on the average daily earnings of the engineer for the 12 month period (beginning with the first full month) prior to removal from service. The sum of the claimant's earnings during such period shall be divided by 365 to arrive at the average daily earnings to be applied in determining the amount of lost wages, based on the number of days of discipline.

NOTE, Section 1: This agreement is not intended to modify or replace "By-Pass" or "Companion" Agreements.

This agreement is not intended to modify or replace Carrier policies pertaining to discipline; except that to the extent this agreement may conflict with a Carrier policy, this agreement shall govern.

Note, Section 17: The twelve (12) month period utilized in determining the employee's average daily earnings will not include any month(s) in which the employee experienced unusually low earnings due to circumstances beyond his/her control, such as personal injury, documented major illness, of the employee or a family member, etc. It is not the intent of this NOTE, however,

to exclude those months in which the employee lays off on his/her own accord. It is intended the twelve (12) month period utilized will reflect the engineer's normal work habits and history.

Example: An engineer was dismissed in October for an alleged rules violation. Pursuant to an arbitration award, the engineer is reinstated and awarded time lost (back pay). Six months prior to his/her dismissal, said engineer was off duty (medical leave) for two (2) months (March and April) due to a documented major illness, such as a heart attack.

Calculation of the employee's average daily earnings for the preceding twelve (12) months will commence with September and will incorporate the prior fourteen (14) months, including September (March and April are excluded due to the employee having no earnings in those months due to the medical condition).

EXPUNGE DISCIPLINE RECORD
(1995 System Agreement Article 18)

18. Information concerning discipline more than five (5) years old contained in personal records will be expunged with the exception of suspension or dismissal involving violations of FRA regulations or Safety Rules, which were upheld in arbitration.

Representation Rule

SECTION 22.1 The General Committee of Adjustment, Brotherhood of Locomotive Engineers, will represent all locomotive engineers in the making of contracts, rates, rules, working agreement, and interpretations thereof.

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

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

EXCLUSIVE REPRESENTATION
(1991 PEB 219 Article VI)

SECTION 22.2 (a) The Brotherhood of Locomotive Engineers shall have the exclusive right to represent all engine service employees (other than those who are represented exclusively by another labor organization) in company-level grievance, claim and disciplinary proceedings on those carriers on which the

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BLE is the lawfully recognized or certified collective bargaining representative for that craft.

22.2 (b) This Article shall become effective ninety (90) days after service of notice on the carrier by the organization's authorized representative(s) unless implemented sooner pursuant to agreement between the parties.

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Union Shop

SECTION 23. (a) All employees now having or hereafter acquiring seniority as engineers who are represented by the Organization and covered by the rules and working conditions agreement between the parties hereto, except as hereinafter provided, shall, as a condition of continued employment in such work, within sixty days following the establishment of such seniority or the effective date of this agreement, whichever is later, become members of, and thereafter maintain membership in good standing in, the Organization. Provided that such conditions shall not apply with respect to any employee to whom such membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to any employee to whom membership was denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

23. (b) The requirement for membership in the Organization provided for in paragraph (a) hereof, shall be satisfied as to both a present or future employee holding or acquiring seniority as engineer who holds membership, or within 60 days from May 1, 1968, or date seniority is established, acquires membership in any of the other engine, train or yard service labor organizations, national in scope, organized in accordance with the provisions of the Railway Labor Act, coming within the jurisdictional scope of the First Division, National Railroad Adjustment Board, and admitting to membership employees in the class described in paragraph (a), hereof; provided, that nothing contained herein shall prevent an employee from changing membership from one organization to another organization, national in scope, and admitting to membership employees of a craft or class in engine service as set forth above.

23. (c) Employees who have acquired and who retain, or who hereafter acquire and retain, seniority rights in the class described in paragraph (a) hereof, under the provisions of an agreement therein referred to, who are promoted or assigned to supervisory or official provisions; or who are regularly assigned or transferred to positions covered by agreements between the Company and any of its employees represented by other Organizations; who are absent from duty for thirty days or more as result of sickness, or injury; or who are retired under the provisions of the Railroad Retirement Act at an age earlier than age sixty-five on account of disability and who retain seniority until they reach the age of sixty-five; shall not be subject to the provisions of this agreement; provided, however, that when such

an employee returns to service in the said class, under the provisions of the agreement described in paragraph (a), the provisions of this agreement must be fully complied with on or before the first day of the month following thirty calendar days after the date of their return to service in the said class under the provisions of the said agreement. An employee dismissed from service who does not retain seniority under the provisions of the agreement described in paragraph (a), shall, if he returns to service in the class described in paragraph (a) hereof, be considered a new employee in the application of this agreement.

23. (d) The seniority status and rights of employees furloughed (on leave of absence) to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement; but such employees shall, upon resumption of employment, be considered as new employees in the application of this agreement.

23. (e) The Organization shall keep account of employees in the craft or class described in paragraph (a) and shall independently ascertain the status of such employees under the membership requirements of this agreement. It is understood that if affirmative evidence establishes to the satisfaction of the General Chairman or other authorized representative (Local Chairman) of the Organization that the employee is a member in a Labor Organization as specified in paragraph (b) hereof the provisions of this agreement will be satisfied and no notice will be served by the Organization on the Company to have the employee removed from service.

The Company will, however, furnish to the Local Chairman of the Organization, within ten calendar days of establishment of seniority, the names and addresses of all employees initially entering the service in the class described in paragraph (a) after the effective date of this agreement.

23. (f) (1) The Local Chairman of the Organization will notify the Division Superintendent in writing the identity of any employee whose employment under the agreement with the parties hereto he requests be terminated by reason of failure to comply with the terms of this agreement. Upon receipt of such notice and request the Division Superintendent will, as promptly as possible but within ten calendar days of such receipt, notify the employee concerned in writing that he is charged with failure to comply with the terms of this agreement. Copy of such notice will be given to the Local Chairman of the Organization.

(2) In the event the employee concerned fails to request a hearing as provided for in paragraph f(3), unless the Company and the General Chairman of the Organization agree otherwise in writing, the Company shall terminate the employee's employment under the rules and working conditions agreement

between the parties hereto at the end of a period of thirty calendar days from the date of receipt of the request from the Local Chairman of the Organization.

(3) Any employee notified in accordance with paragraph f(1), who disputes the fact that he has failed to comply with the terms of this agreement shall, within a period of ten calendar days from the date of receipt of such notice, request the Division Superintendent in writing to accord him a hearing. Upon receipt of such request, the Division Superintendent will set a date for the hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date, time and place set for hearing shall be promptly given the employee in writing with copy to the Local Chairman of the Organization. The receipt by the Division Superintendent of a request for a hearing shall operate to stay action on the request of the Organization for termination of employment under the rules and working conditions agreement between the parties hereto until the hearing is held and a decision by the Division Superintendent is rendered. Based on the evidence produced at the hearing, a decision shall be rendered by the Division Superintendent within ten calendar days of the hearing date and the employee and the Local Chairman of the Organization shall be promptly notified thereof in writing. A transcript of the record at such hearing will be made and two copies thereof shall be furnished to the Local Chairman of the Organization.

(4) If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment shall be terminated within twenty calendar days of the date of said decision, except as hereinafter provided, or unless the Company and the Organization agree otherwise in writing.

The decision may be appealed in writing by the engineer or the Organization directly to the highest Company designated Officer and copy of such appeal will be furnished the engineer or the Organization's General Chairman by appellant, Such appeals must be received by the Company within twenty calendar days of the date of the decision and shall stay action on the termination of seniority and employment, until the decision is rendered. The decision shall be rendered within twenty calendar days of the date the notice of appeal is received, and the engineer and the Organization shall be promptly advised thereof in writing.

If the decision on such appeal is that the engineer has not complied with the terms of this agreement, his seniority and employment shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided in paragraph f(5), or unless the Company and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days, from the date of the decision the Organization or the engineer involved request the selection of a neutral person to decide the dispute as provided in paragraph f(5). Any request for selection of a neutral shall stay action on the termination of seniority and employment until not more than ten calendar days after the date decision is rendered by the neutral.

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(5) If within ten calendar days after the date of a decision on appeal by the highest officer of the Company designated to handle appeals under this agreement, the Organization or the engineer requests such highest officer in writing, that a neutral be appointed to decide the dispute, a neutral to act as sole arbitrator to decide the dispute shall be mutually selected by highest Company designated Officer the General Chairman and the engineer involved or his representative if they can so agree. If they are unable to agree upon the selection of a neutral, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Company, the Organization and the engineer involved shall have the right to appear and present evidence at a hearing before such neutral. Any decision by such neutral shall be made within thirty calendar days from the date of hearing and shall be final and binding upon the parties. The Company, the engineer and the Organization shall be promptly advised thereof in writing. If the position of the engineer is sustained, the fees, salary and expenses of the neutral shall be borne in equal shares by the Company and the Organization; if the engineer's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Company the Organization and the engineer.

(6) In computing the time periods specified in this section, the date on which the notice is received or decision rendered shall be counted. If the last day on which a notice may be given or received or decision rendered falls on Saturday, Sunday or a legal holiday, the period of time specified shall be extended to include the next succeeding day which is not a Saturday, Sunday or legal holiday.

23. (g) The Company shall not be required to terminate the employment of an engineer until such time as qualified replacement is available. The Company may not, however, retain such engineer in service under the provisions of this section for a period in excess of sixty calendar days from date of the last decision rendered or ninety calendar days from date of receipt of notice from the Organization in cases where the engineer does not request a hearing.

23. (h) (1) All notifications, appeals or copies thereof in writing from the Local or General Chairman of the Organization to the Company, from the Company to the Local or General Chairman or to an engineer, and from an engineer to the Company or Organization's General Chairman, shall be transmitted to the appropriate party by certified mail, or by personal delivery evidenced by receipt.

(2) The time periods specified in this section may be extended in individual cases by written agreement between the Company and the Organization.

(3) Provisions of investigation, grievances and discipline rules contained in existing rules and working conditions agreement between the Company and the Organization shall not apply to cases arising under this section.

23. (i) An employee whose seniority and employment under the rules and working conditions agreement is terminated pursuant to the provisions of this agreement shall have no time or money claims by reason thereof.

If the final determination under paragraph (f), this section, is that an employee's seniority and employment in a craft or class shall be terminated, no liability shall arise against the Company in favor of the Organization or to engineers, either based upon an alleged violation, misapplication or non-compliance with any part of this section, or while such determination may be stayed by a court, or while a discharged engineer may be restored to service pursuant to judicial determination. During such periods last mentioned, no provision of any other agreement between the parties shall be used as the basis for a grievance or time or money claim by or on behalf of any engineer against the Company predicated upon any action taken by the Company on applying or complying with this section or upon an alleged violation, misapplication or non-compliance with any provision of this section. If the final determination under this section is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Company in favor of the Organization or other engineers based upon an alleged violation, misapplication or non-compliance with any part of this section. No part of this section shall be used in any manner whatsoever as a basis for a grievance or time claim by or on behalf of any engineer and no part of the schedule agreement covering rates of pay and working conditions shall be used as a basis for a grievance or time claim by or on behalf of any engineer predicated upon an alleged violation, misapplication or non-compliance with any part of this section.

23. (j) If seniority and employment are terminated by the Company under the provisions of this section, and such termination is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Company against any and all liability arising as the result thereof; provided that the aforementioned liability shall not include counsel fees, court costs and other like expenses incurred by the Company in defending suits by engineers whose seniority and employment are terminated by the Company under the provisions of this section.

23. (k) An employee whose seniority and employment are terminated as a result of non-compliance with the provisions of this section shall be regarded as having terminated his employee relationship for vacation purposes.

23. (l) The General Chairman will notify the Company in writing of the title and address of its representatives who are authorized to serve and receive notices described in this agreement. The Company shall notify the General Chairman in writing of the title and address of its representatives who are authorized to receive and serve the notices described in this section.

23. (m) Any engineer who is not a member of the Brotherhood of Locomotive Engineers, who makes affidavit he is a member of a bona fide and recognized religious group having scruples against joining a union will, if he would otherwise be required to join a union under this Union Shop Agreement, be deemed to have met the requirements of this Union Shop Agreement if he agrees to and does pay initiation fees, periodic dues and assessments to the Brotherhood of Locomotive Engineers.

Dues Deduction

SECTION 24. (a) --

(1) Subject to the terms and conditions of this agreement, Company shall deduct sums for periodic dues, initiation fees, assessments and insurance (not including fines and penalties), payable to the Brotherhood by members from wages earned in any of the services or capacities covered in Section (3), First (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division, National Railroad Adjustment Board, upon the written and unrevoked authorization of a member in the form agreed upon by the parties hereto. The foregoing provisions shall not be valid or enforceable to the extent that this agreement, or like agreements with this or other organizations, are disapproved by a decision rendered by the highest court to which such case has been appealed or a decision rendered by a tribunal having jurisdiction pursuant to law.

(2) The signed authorization may, in accordance with its terms, be revoked in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties, and presented to the Company in the manner hereinafter described.

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

24. (b) Deductions as provided herein shall be made by the Company in accordance with certified deduction lists furnished to the Division Superintendent by the Secretary-Treasurer of the Local Division of which the employee is a member. Such lists, together with wage assignment and revocation of wage assignment forms, shall be delivered to the Division Superintendent on or before the 5th day of the month in which the deduction or termination of deduction is to become

effective as hereinafter provided. The original lists furnished shall show the employee's name, employee account number, and the amount to be deducted in the form approved by the Company. Thereafter, two lists shall be furnished each month by the Secretary-Treasurer of the Local Division to the Division Superintendent as follows:

(1) A list showing any changes in the amounts to be deducted from the wages of employees with respect to whom deductions are already being made, such list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted; also the names of employees from whose wages no further deductions are to be made, which shall be accompanied by revocation of assignment forms signed by each employee so listed. Where no changes are to be made the list shall so state.

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

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

24. (d) --

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

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

- Federal, state and municipal taxes and other deductions required by law, including garnishments and attachments.
- Amounts due the Company.
- Group Life and Hospital contributions.
- Prior valid assignments and deductions.

(3) In cases where no deduction is made from the wages of an employee due to insufficient earnings, or for other reasons, the amounts

not deducted shall not be added to deduction lists for the employee for any subsequent pay roll period.

- 24. (e)** Responsibility of the Company under this agreement shall be limited to remitting the amounts actually deducted from wages of employees pursuant to this agreement, and the Company shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization.

ARTICLE 33

Miscellaneous Service and General Regulations

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

If not employed in accordance with the requirements of the above rule, engineer entitled to the service shall be compensated under applicable rule (either Section 1(c), Article 12, or Section 5(b), Article 30).

Setting Up Wedges, Filling Grease Cups, etc.

SECTION 2. (a) Engineers will not be required to set up wedges, fill grease cups, clean headlights, fill lubricators, flange oilers. headlights, markers, or any other lamp on locomotives, place supplies on nor remove supplies from locomotives at points where competent roundhouse force is employed. Supplies include tools, signal equipment for use of locomotive, drinking water and ice for use of crew.

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

Drinking Water Containers

- 2. (b)** All locomotives will be supplied with clean and sanitary drinking water container which will be supplied with suitable drinking water either iced or electro-mechanically cooled.

Hostlers

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SECTION 3. When the rate of pay for "outside hostlers" equals the rate of pay for yard engineers, such positions shall be bulletined for seniority choice of engineers as fast as vacancies occur.

Efficiency Tests

SECTION 4. We recognize the necessity of making efficiency tests, but when such tests are made they should not be conducted under conditions that are hazardous to the employees.

Switch light tests will be made only when the switch can be seen for a long distance and at trailing point switches. All tests are to be made under operating conditions. It is not the intention to make tests where trains will be stopped on mountain grades where helper locomotives might be stopped in tunnels.

In making surprise tests, engineers will not be required to change indicators, uncover headlights or turn markers.

Official Record of Weights on Drivers

SECTION 5. (a) The official weight on drivers of each locomotive in service shall be stenciled in a convenient location on the locomotive and fuel tanks fully loaded. The weight on drivers to include sand in sand box, water in boiler and fire in fire box in working condition.

5. (b) where locomotive is equipped with any appurtenance to increase or improve tractive effort, the total weight of such device will be added to the weight on drivers of the locomotive.

Meals En Route

SECTION 6. (a) (1997 Modification Agreement Article III, Section D) The National \$1.50 in lieu of allowance will be paid on all pool freight runs, both interdivisional and non-interdivisional.

6. (b) (1991 Local Agreement Article 7 and 1997 Modification Agreement Article III (d))

"In all classes local and road switcher service, an engineer whose request to eat is denied will be allowed a meal allowance of \$12.50, which will be nontaxable to the extent provided by law. Only one such allowance will be paid for each tour of duty worked. Such allowance is not subject to future wage and cost-of- living adjustments."

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SECTION 6. Engineers will be allowed sufficient time for meals at convenient places. If any open telegraph offices, dispatchers will be notified of their intention to eat. Operators will deliver messages to eating houses within 100 feet of telegraph offices. When men desire to eat, both train and engine crews should eat at the same place, delay for such purpose to be reduced to the minimum.

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NOTE: Q. Does Article 7(a) this section contemplate that an engineer in road local and road switcher service has to request a meal to qualify for the \$12.50 allowance?

No. It is the intent of Article 7(a) this section that engineers in all road service will prepare a lunch to eat en route,

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Vouchers

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SECTION 7. For all established shortages of \$20.00 or more, vouchers will be issued. Sums of less than \$20.00 will be carried on next payroll. It is understood in this connection, however, that where the fault of such shortage lies with the engineer, the time will be carried on next payroll, regardless of the amount.

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

Names of locomotive engineers employed by Union Pacific Western Lines having money due them because of arbitration, awards, or settlements of back pay claims, will be furnished the General Chairman of the Brotherhood of Locomotive Engineers, together with the amounts due each engineer as the result of such arbitration, awards, or settlements of back-pay claims.

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Transferring Household Effects

SECTION 8. Engineers who are on working lists, either regularly assigned or extra, will be granted two free billings of their household effects per year when changing from one point to another on their respective divisions.

Deduction Notices

SECTION 9. Engineers from whose wages deductions have been made will be furnished deduction notice prior to or at the time of delivery of their pay check. Notice will show all deductions made, in whose favor, and amount of each, except regular hospital dues and group insurance.

Train Orders

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SECTION 10. Engineers will not be required to take train orders over the telephone, except in cases of extreme emergency, such as wrecks, washouts, etc.

Back-Up Movements

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SECTION 11. Regular "back-up" movements in excess of twenty-five (25) miles will be avoided whenever practicable. When necessary to make regular "back-up" movements, engines on such assignments will be equipped with tank pilot, headlight, and when climatic conditions require, storm windows on rear of cab.

Engineers Qualifying for Gas-Electric Motor Cars

SECTION 12. Engineers who have heretofore qualified to operate gas electric motor cars will not be required to take further written examinations.

SECTION 13. At terminals specified in Section 1, Article 13, the Company will provide wash and change room facilities, including lockers for clothes, showers, hot water and tables and chairs so that required reports may be made out and Company correspondence answered. These facilities will be maintained in usable condition, and cleaned at least once a day.

SECTION 14. The cleaning of engines ahead of the cab, when running out of terminals specified in Article 13, will be given proper attention by the Company; cab windows and insides of all cabs will be cleaned. Engines will not be placed in service until paint is dry if other suitable engines are available at the point.

Seats with arm rests and back rest cushions will be furnished by the Company and kept in good condition. Locomotive cabs will be fired up and kept in good condition for winter months.

SECTION 15. When engineers are required by the Company to have their standard railroad grade watches cleaned, the cost of such cleaning, when performed by authorized watch inspector, shall be assumed by the Company.

SECTION 16. Engineers shall not be required to check the accuracy of speedometers; however, this does not relieve engineers from responsibility for compliance with speed restrictions.

LOCOMOTIVE STANDARDS
(Arbitration Award 458, Article X)

SECTION 17. In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad.

NOTE: In reviewing the current standards that exist on the major railroads with respect to such 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 33, Section 17. For example, such minimum standards for locomotives would include a requirement that there are a sufficient number of seats for all crew

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members riding in the locomotive consist. (Arbitration Award 458, Sideletter #10)

LOCOMOTIVE DESIGN CONSTRUCTION AND MAINTENANCE
(Arbitration Award 458, Article XVII)

SECTION 18.

18. §.1 - Maintenance Of Locomotives

The parties recognize the importance of maintaining safe, sanitary, and healthful cab conditions on locomotives.

This Agreement affirms the carriers' responsibility to provide and maintain the aforementioned conditions particularly, although not limited to, such locomotive cab conditions as: heating, watercooler, toilet facilities, insulation, ventilation-fumes, level of cab noise, visibility, lighting and footing.

The parties recognize that one way to achieve and maintain safe, sanitary, and healthful cab conditions on locomotives is by establishing procedures on each railroad for monitoring cab condition and expediting the reporting and correction of maintenance deficiencies.

A. Local Implementation

Each individual carrier will designate an appropriate official(s) who will contact the BLE General Chairman (Chairmen) and arrange a meeting within 30 days from the date of this agreement for the following purpose:

(a) Review the policies on the individual railroad concerning the existing procedures for reporting and correcting locomotive deficiencies, assess the effectiveness of such procedures, and, where appropriate, establish methods for obtaining more satisfactory results.

(b) Institute a program whereby the Local BLE representative and the carrier's supervisors at each facility will participate in direct discussions regarding any maintenance problems at the locations under their jurisdiction for the purpose of carrying out the intent of this understanding, including evaluating the reports and suggestions of either party and implementing agreed-upon solutions thereto.

B. National Committee

A National committee will be established within 30 days from the date of this Agreement, consisting of two members of the National Carriers' Conference Committee and two representatives of the BLE. The Committee may review

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Inserted: Section 1 - Maintenance Of Locomotives¶

¶ The parties recognize the importance of maintaining safe, sanitary, and healthful cab conditions on locomotives.¶

¶ This Agreement affirms the carriers' responsibility to provide and maintain the aforementioned conditions particularly, although not limited to, such locomotive cab conditions as: heating, watercooler, toilet facilities, insulation, ventilation-fumes, level of cab noise, visibility, lighting and footing.¶

¶ The parties recognize that one way to achieve and maintain safe, sanitary, and healthful cab conditions on locomotives is by establishing procedures on each railroad for monitoring cab condition and expediting the reporting and correction of maintenance deficiencies.¶

¶ A. Local Implementation¶

¶ Each individual carrier will designate an appropriate official(s) who will contact the BLE General Chairman (Chairmen) and arrange a meeting within 30 days from the date of this agreement for the following purpose:¶

¶ (a) Review the policies on the individual railroad concerning the existing procedures for reporting and correcting locomotive deficiencies, assess the effectiveness of such procedures, and, where appropriate, establish methods for obtaining more satisfactory results.¶

¶ (b) Institute a program whereby the Local BLE representative and the carrier's supervisors at each facility will participate in direct discussions regarding any maintenance pr(... [32]

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... [33]

Article 33

and make recommendations with respect to any maintenance problem on an individual property that is referred to it by either party after efforts to resolve such matter on the individual property have been exhausted.

The Committee may also consider any matter where the parties on an individual property have jointly concluded that the subject matter is one that may be addressed more appropriately on a national level.

18. § 2 - Dispatchment Of Locomotives

A Locomotive will not be dispatched in road service from engine maintenance facilities where maintenance personnel are readily available, and an engineer will not be required to operate the locomotive pending corrective action, if the engineer registers a timely complaint with supervision with respect to the controlling unit of the consist that is determined on investigation to be valid concerning -

(a) the existence of a federal defect, as defined by the Federal Railroad

Administration, with respect to the following matters:

exhaust gases (ventilation)

Cab lights

locomotive cab noise

Cabs, floors and passageways (footing) (cab seats) (vision) (heat) and

(b) other conditions as follows:

Lack of clean, sanitary toilet

Lack of adequate cooled, potable water

Lack of adequate toilet paper or hand towels

Should the complaint be found valid, and if there is another unit in that consist or otherwise readily available which will eliminate the protest, the units will be rearranged provided such rearrangement will not result in unreasonable delay to the train. If the engineer performs the work to accomplish the rearrangement, no additional payment(s) will be allowed. If, however, the official makes a good faith determination that the locomotive is suitable for dispatch, the engineer will proceed with the assignment.

An engineer will invoke the foregoing right in good faith and where a reasonable person would conclude that the carrier is in substantial non-compliance, i.e. more than technical non-compliance.

In determining the reasonableness of an engineer's complaint, among the factors to be considered are the timeliness of the complaint, the accessibility of the means to take corrective action, the seriousness of the deficiency, the engineer's ability or inability to correct the deficiency with means at his disposal and whether or not an unreasonable train delay would be incurred.

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Inserted: Section 2 - Dispatchment Of Locomotives

¶
A Locomotive will not be dispatched in road service from engine maintenance facilities where maintenance personnel are readily available, and an engineer will not be required to operate the locomotive pending corrective action, if the engineer registers a timely complaint with supervision with respect to the controlling unit of the consist that is determined on investigation to be valid concerning -¶

¶
(a) the existence of a federal defect, as defined by the Federal Railroad Administration, with respect to the following matters:
exhaust gases (ventilation)
Cab lights
locomotive cab noise
Cabs, floors and passageways (footing) (cab seats) (vision) (heat)

Article 33

18. § 3 - Locomotive Design and Construction

In recognition of the desirability of consultation with the General Chairman (Chairmen) prior to the ordering of new locomotives, or while formulating plans to modify or retrofit existing locomotive, the parties agree that, before any design and construction changes in locomotives are made which change safety or comfort features of the locomotive, the designated officer of each individual railroad will contact the General Chairman (Chairmen) providing him with the opportunity to furnish the carrier with his recommendations for full and thoughtful consideration by the carrier.

This Section 3 does not disturb existing local agreements that set forth required specifications for particular locomotive appurtenances or components. A locomotive which meets the basic minimum standards of a component of a merged or affiliated rail system may be operated on any part of such system.

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SECTION 19 - BENEFITS ELIGIBILITY (1996 UP National Agreement Article V)

Section 1 - Health and Welfare Plan

The Railroad Employees National Health and Welfare Plan ("the Plan") is amended, effective June 1, 1996, as provided in this Section. In order for an Eligible Employee (as defined by the Plan) to continue to be covered by the Plan during any calendar month by virtue of rendering compensated service or receiving vacation pay in the immediately preceding calendar month (the "qualifying month"), such employee must have rendered compensated service on, or received vacation pay for, an aggregate of at least seven (7) calendar days during the applicable qualifying month. Any calendar day on which an employee assigned to an extra list is available for service but does not perform service shall be deemed a day of compensated service solely for purposes of this Section. Existing Plan provisions pertaining to eligibility for and termination of coverage not specifically amended by this Section shall continue in effect.

1996 UP National Agreement, Side letter number 5 May 31, 1996

This confirms our understanding regarding Article V -Benefits Eligibility of the Agreement of this date.

This will confirm our understanding that eligibility criteria in effect on December 31, 1995 governing coverage by The Railroad Employees National Health and Welfare Plan shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen ("local officials"). In other words, the changes in eligibility as set forth in Article V, Section 1 are not intended to revise

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eligibility conditions for local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

UP National Agreement, Side letter number 7 May 31, 1996

During the negotiations which led to the Agreement of this date, the parties had numerous discussions about the relationship between time worked and benefits received. The carriers were concerned that certain employees were not making themselves sufficiently available for work, but due to the then current eligibility requirements such employees remained eligible for health and welfare benefits.

As a result of these discussions, the parties agreed to tighten one eligibility requirement from any compensated service in a month to seven calendar days compensated service in a month (the "seven-day rule"). However, it was not the intent of the parties to affect employees by this change where such employees have made themselves available for work and would have satisfied the seven-day rule but for an Act of God, an assignment of work which did not permit satisfaction of the seven-day rule, or because monthly mileage limitations, monthly earnings limitations and/or maximum monthly trip provisions prevented an employee from satisfying that rule.

Also, where employees return to work from furlough, suspension, dismissal, or disability (including pregnancy), or commence work as new hires, at a time during a month when there is not opportunity to render compensated service on at least seven calendar days during that month, such employees will be deemed to have satisfied the seven-day rule, provided that they are available or actually work every available work opportunity.

However, in no case will an employee be deemed eligible for benefits under the new eligibility requirement if such employee would not have been eligible under the old requirements.

Q and A's ARTICLE V - BENEFITS ELIGIBILITY 1996 AGREEMENT

Health and Welfare Plan

Q-1: In situations where employees are assigned to Reserve Boards or observe Personal Leave Days, will such time be counted toward fulfillment of the seven (7) calendar day requirement for benefit eligibility in the succeeding month?

A-1: This Article does not change existing definitions of the term "render compensated service" for purposes of Plan eligibility.

Q-2: Does the seven (7) day qualifying requirement in the previous month apply to those employees who take a period of family or medical leave

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authorized and provided for under the Family and Medical Leave Act (FMLA)?

A-2: No. Such period of authorized leave will be treated as if it were a period during which the employee rendered compensated service, subject to the limitations contained on Page 21 of the current Summary Plan Description of The Railroad Employees National Health and Welfare Plan.

Q-3: If an employee has two (2) starts in one calendar day, how many days will he/she be credited with for purposes of fulfilling the seven (7) calendar day qualifying requirement?

A-3: The employee receives credit for each calendar day worked.

Q-4: How are employees treated with reference to benefit eligibility in cases of off-the-job injury and/or illness?

A-4: In the same manner as currently being treated by the Plan without change.

Q-5: How is benefit eligibility handled for employees who are absent?

A-5: The employee must meet the eligibility requirements to be eligible for benefits in the following month.

Q-6: How are the provisions of the Health and Welfare Plan affected by the changes in benefit eligibility?

A-6: There is no change.

Q-7: What was the intent of the parties when increasing the number of qualifying days for health benefit eligibility?

A-7: The intent was for the employee to render a more proportionate amount of service in a given month so as to be eligible for health benefit coverage in the succeeding month.

Q-8: Existing rules on some properties contain monthly mileage limitations, monthly earnings limitations, and/or maximum monthly trip provisions so as to possibly preclude an individual from satisfying the seven (7) day qualifying requirement?

A-8: Under these circumstances, it was not the intent of the parties to disqualify the individual for health care benefits, nor was it the parties' intent for the individual to expend vacation days so as to otherwise meet the service requirements.

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Q-9: Will mileage equivalents and overtime hours be used in calculating the seven (7) day requirement?

A-9: No.

Q-10: In situations where employees return to work after periods of extended absence as a result of but not limited to, disability, furlough, suspension, dismissal, leave of absence or pregnancy at a point in a calendar month so as to make it impossible to satisfy the seven (7) day requirement, but make themselves otherwise available or work all of the remaining days in that month, will they qualify for medical benefit coverage in the month next following their return to work?

A-10: This is addressed in and will be determined in accordance with the provisions of Side Letter #7.

Q-11: Does the term “local officials” as used in Side Letter #5 include division presidents, secretaries/treasurers and legislative representatives who may also be required to lose time from their assignments due to union obligation?

A-11: No, local officials are limited to working General Chairmen, Local Chairmen, and State Legislative Board Chairmen.

Q-12: Will regular assigned road freight service employees and/or pool service employees who may be prevented from performing service in a calendar month equal to or exceeding the seven (7) calendar days due to, but not limited to acts of god, catastrophe, inclement weather, related industry shutdowns or other traffic pattern conditions be deemed ineligible for health benefits in the succeeding month?

A-12: This is addressed in and will be determined in accordance with the provisions of Side Letter #7.

Q-13: Is it correct that in the event of an employee and/or dependent(s) losing coverage under this rule, such individual will be eligible to continue coverage in accordance with the COBRA rules?

A-13: Eligibility for COBRA coverage remains unchanged.

Q-14: When does a newly hired employee first become covered for employee and/or dependent health benefits?

A-14: This is addressed in and will be determined in accordance with the provisions of Side Letter #7.

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Q-15: Will paid holidays be counted in meeting the qualifying requirement?

A-15: This Article does not change existing definitions of the term “render compensated service” for purposes of Plan eligibility.

NOTE: (1997 Modification Agreement - Article IV - Item C) The BLE committee may discuss joining the Union Pacific Employee Health Systems (UPEHS). The Carrier agrees is a matter between the BLE and UPEHS.

ARTICLE 34

RULES GOVERNING HANDLING AND COMPENSATING UNDER THE FEDERAL HOURS OF SERVICE LAW

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

SECTION 2. If road engineers are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their services will be paid for under this agreement.

SECTION 3. When road engineers 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 or ten hours, to be the period of rest for the entire crew.

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

SECTION 5. Engineers in train service tied up under the law will be paid continuous time from initial point to tie-up point. ~~When they resume duty on continuous trip, they will be paid from tie up point to terminal on the following basis: For fifty (50) miles or less, or four (4) hours or less, one-half day; for more than fifty (50) miles, or more than four (4) hours actual miles or hours, whichever is the greater, with a minimum of one day.~~ (Modified with Arbitration Board Award 458, see Article 28 of this agreement) It is understood that this does not permit running engineers through terminals or around other engineers at terminals unless such practice is permitted under the pay schedules.

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SECTION 6. Road engineers tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or caboose, will be paid therefor as per ~~Section 5~~ Article 28 of this agreement, the same as if they had run the train to such terminal.

SECTION 7. If any service is required of an engineer, or if held responsible for the engine, during the tie-up under the law, they will be paid for all service.

ARTICLE 35

INTERPRETATION

SECTION 1. In case of disagreement as to interpretation on Articles in this agreement, the Local Committee, Brotherhood of Locomotive Engineers, will take up same with division officers and all evidence will be submitted to the designated company representative for decision, copy of decision to be furnished General Chairman of Engineers' Committee.

In all cases where a claim is referred to the designated Company representative for an opinion or decision at any time during the progressing of the claim, either before or after action by the division officers, and an opinion or decision is rendered involving interpretation or application of the Articles in this agreement, a copy will be furnished the General Chairman, Brotherhood of Locomotive Engineers.

General Chairman shall be furnished facts and copy of accepted rulings and final settlements reached with General Chairman, United Transportation Union (Enginemen).

When an opinion or decision is reversed in response to a request from a superintendent involving the interpretation or application of Articles in the agreement covering firemen, including instances where a claim is submitted for an opinion or decision during the progressing of such claim, a copy will be furnished to the General Chairman, BLE.

SECTION 2. Section 2(b), Article 3; Section 2, Article 5; paragraphs 1 through 7, Section 1(c), Article 11; Section 3(c), Article 11; Section 9, Article 11; Section 6(a), Article 15; Section 4, excluding second paragraph of Item (a) and first sentence of Item (d) of revision effective January 1, 1955, Article 25; Sections 8(b), (c), (d), and (e), Article 30; Section 15(b), Article 32, of the current agreement governing rates of pay, rules and working conditions of engineers Union Pacific, Western Lines excluding former EP&SW, former P.E, Railway; and Nogales, Arizona Yard), derive as the case may be, either from arbitration proceedings or from agreements negotiated on a national basis between Conference Committees of the participating carriers and representatives of the employees. Said rules are subject to interpretation by the various committees established pursuant to agreement

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Transportation Company

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between said parties, so long as agreement authorizing such committees continues in effect, or by the appropriate Arbitration Board.

ARTICLE 36

CHANGE OF AGREEMENT

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

1997 Modification Agreement
VIII. SAVINGS CLAUSE

The parties agree that all agreements, side letters, understandings, or any other benefits of the former Southern Pacific (Western Lines) including the former El Paso and Southwestern (EP&SW) Engineer's Agreement will remain in full force and effect unless specifically changed, modified by, and/or in conflict with this Agreement, Side Letters, and Questions & Answers. If changed, modified and/or conflicting, then this Agreement shall govern. Future changes shall be subject to the Railway Labor Act as amended.

It is recognized by the parties hereto that this is a good-faith attempt by them to develop a composite agreement encompassing, generally, all major agreements and revisions thereto between the parties. In so doing it is recognized that past practices, agreements and settlements, which are not in conflict with provisions of this agreement, shall remain in effect. It is also recognized that there are National Agreements, not reproduced here (e.g., the "Washington Job Protection Agreement"), and the fact that they are not reproduced does not in itself affect their applicability.

Should there be typographical errors or omissions in this Agreement, the parties pledge their good-faith effort to make the corrections.

Signed at San Francisco, California, November 1, 1982.

For the Southern Pacific _____ For the Brotherhood Locomotive
Transportation Company: _____ Engineers:

Assistance Vice President
Labor Relations

General Chairman

Page 7: [1] Inserted K.N. Kroeger 3/6/1999 5:37 PM
ection 6. **Section 1 - Payment**

Page 41: [2] Inserted K.N. Kroeger 3/5/1999 3:45 PM

employees of other
crafts.

(d)

Page 41: [3] Inserted K.N. Kroeger 3/5/1999 3:45 PM

Inspect locomotives

(e)

Page 41: [4] Inserted K.N. Kroeger 3/5/1999 3:45 PM

Start or shutdown locomotives

(f)

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~~SPECIAL RELIEF CUSTOMER SERVICE YARD CREWS~~

~~(PEB 219 Article IX)~~

~~Section 11—(a) When an individual carrier can show a bona fide need to obtain or retain a customer by servicing that shipper outside of the existing work rules related to starting times and yard limits for yard crews, such service may be instituted on an experimental basis for a six month period.~~

~~(b) Prior to implementing such service, the carrier will extend at least 14 days' advance written notice to the General Chairman of the employees involved. The notice will include an explanation of the bona fide need to provide the service, a description of the service, and a listing of the work rules related to starting times and yard limits for yard crews which are at variance with existing agreements.~~

~~(c) A Joint Committee, comprised of an equal number of carrier representatives and organization representatives, shall be constituted to determine whether a bona fide need exists to provide the service. If the Joint Committee has not made its determination by the end of the 14 day advance notice period referenced in Paragraph (b), it shall be deemed to be deadlocked, and the service will be allowed on an experimental basis for a six month period. If, after the six months have expired, the organization members of the Joint Committee continue to object, the matter shall be referred to arbitration.~~

~~(d) If the parties are unable to agree upon an arbitrator within seven days of the date of the request for arbitration, either party may request the National Mediation Board to appoint an arbitrator. The fees and expenses of the arbitrator will be shared equally by the parties.~~

~~(e) The determination of the arbitrator shall be limited to whether the carrier has shown a bona fide need to provide the service requested or can provide the service without a special exception to the existing work rules related to starting times and yard limits for yard crews being made at a comparable cost to the carrier.~~

~~Nothing in this Article is intended to restrict any of the existing rights of a carrier.~~

~~This Article shall become effective November 17, 1991 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.~~

~~PEB 219—Side Letter #10~~

~~July 29, 1991~~

~~Mr. Larry D. McFather
President
Brotherhood of Locomotive Engineers
Standard Building
Cleveland, Ohio 44113-1702~~

~~Dear Mr. McFather:~~

~~This confirms our discussion concerning Article IX—Special Relief of this Implementing Document, particularly, the 14 day advance notice provision required before implementing any such special relief service.~~

~~We agreed that in most situations there will be ample opportunity, between the time that a special service need arises and when it must be implemented in order to retain or obtain a customer, to meet the 14 day notice requirement. In fact, in situations where practicable the carriers should provide more advance notice in order to enhance the opportunity for agreement with the appropriate General Chairmen.~~

~~However, we also recognized that situations may arise where it is impossible to provide 14 days' advance notice without losing or substantially risking the loss of a customer or new business. It was understood that in such a case it is not the intent of Article IX to bar a carrier from pursuing business opportunities. Accordingly, the carrier will furnish as much advance notice as possible in such a situation; observe the remaining provisions of Article IX, and bear the additional burden of proving that a notice period of less than 14 days was necessary.~~

~~If, in the opinion of the organization, this relaxed notice exception has been abused, the parties agree to confer and consider methods to eliminate such abuse, including the possibility of elimination of this exception.~~

~~Please indicate your agreement by signing your name in the space provided below.~~

~~Yours very truly,~~

~~C.I. Hopkins, Jr. _____~~

~~I agree:~~

~~Larry D. McFather~~

~~EXHIBIT "A" (list of railroads represented by the NCCC) is not reproduced~~

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K.N. Kroeger

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(b) An engineer operating in through freight, local freight, pool or helper service, and such work trains as are stipulated in Sections 4(a) and 4(b), Article 8, will be paid final terminal delay for the full delay at the end of the trip, such delay to be computed after arrival of train within yard limits of final terminal as hereinafter provided:

Final terminal delay shall be computed from the time engine of the train reaches the designated main track switch connection with the yard track, at which time road time will cease and terminal time shall begin and continue until engineer is relieved from duty.

When a freight train on arrival within the final terminal of run is stopped before reaching designated main track switch connection with the yard track due to the following circumstances:

- (1) By a preceding train standing between said designated main track switch connection and the train stopped;
- (2) To meet or permit a superior train to pass;
- (3) Pending availability of a yard track to receive the train.
- (4) For the purpose of permitting a yard engine to make a change in the consist of the train; or
- (5) After engine reaches or passes a recognized point or location to be agreed upon by Superintendent and Local Chairman, BLE within approximately two (2) miles of the designated main track switch connection with the yard track;

final terminal delay will be computed from the time the train is stopped within the terminal.

Should a tour of duty in freight service be composed of a series of trips, final terminal delay shall be computed on only the last trip of the tour of duty.

If the engineer is not on overtime on arrival at location where final terminal delay begins, and final terminal delay accruing shall be allowed at one-eighth of the applicable daily rate until the time when road overtime begins and thereafter on the minute basis at the hourly rate applying for road overtime. If road overtime has begun when engineer arrives at the location from which final terminal delay is computed, final terminal delay shall not apply and road overtime shall be computed to time engineer is relieved from duty.

When engineers are paid for final terminal switching, payment for final terminal delay and final terminal switching shall not be duplicated.

When final terminal switching is performed after arrival at final terminal, any final terminal delay will be combined with and computed as a part of the final terminal switching.

Final terminal delay in helper service when payable applies only to the final incoming trip of an eight-hour helper day.

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Section 2 - Extension of Time

Where mileage is allowed between the point where final terminal delay time begins 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 ($60/12.5 = 4.8$; $60/13 = 4.6$; $60/13.25 = 4.5$; $60/13.5 = 4.4$, etc.). (Arbitration Award 458, Article 5, Section 2)

Page 81: [8] Inserted

K.N. Kroeger

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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 June 30, 1986, 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 increases of any kind.

After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty

Section 4 - Multiple Trip

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. (Arbitration Award 458, Article 5, Section 4)

Section 5 - Exception

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 allowances are paid for such service.

c) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service of not less than one thousand two hundred and eighty (1280) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other service shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

(d) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having seventeen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding

calendar year the employee renders service under schedule agreements held by the organizations signatory to 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 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 service shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

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If a disallowed claim or grievance is to be appealed, such appeal must be taken within ninety (90) days from receipt of notice of disallowance, and the representative of the carrier shall be notified of the rejection of his decision. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances.

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The procedure outlined in paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within ninety (90) days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within six months from the date of said officers decision following conference held pursuant to the Railway Labor Act, as amended, proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood that conference will be held within six months from date of highest officer's first decision in writing to the General Chairman concerning the claim or grievance. It is further understood, however, that the parties may by agreement in any particular case extend the six month periods.

Page 130: [15] Inserted

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action 2 - Payment For Deadheading Separate From Service

When deadheading is paid for separate and apart from service:

~~———— (c) Engineers shall be called in turn for service under the provisions of Sections 2(a), 2(b), 3(a), and 4(a), this Article, in the order of the designated departure time of trains, the engineer to be notified when called in the manner specified in Section 1(a), this Article. In yard service the on-duty time shall be equivalent to the designated departure time in road service. When two extra engineers are called for the same time, one for road service and one for yard service, the engineer first out shall be called for the road service.~~

When an engineer has been called to fill a vacancy in assigned service prior to the time the assigned engineer reports for duty, following layoff, the assigned engineer shall not be permitted to operate on his assignment that date or trip.

Ordinarily extra lists will be maintained only at division terminals and effort will be made to fill all vacancies or new runs, not otherwise provided for, from these extra lists. When necessary, extra lists may be established at outside points where assigned runs terminate, or at any assigned helper station, but they will be maintained only for such time as the earnings of engineer thereon average the equivalent of 700 miles per week. such extra lists will not be established for less than ten days. Outside points mean all points which are not home terminals for pooled freight engineers.

A one-engineer extra list may be maintained at any point. Engineer on one-engineer extra list will be guaranteed the equivalent of 700 miles per week during period such extra list is confined to but one engineer. In computing guarantee, Monday will be considered as first day of week, and in computing periods of less than one week, pro rata of guarantee for number of days assigned to extra list will be allowed.

A guarantee of equivalent of 700 miles per week, or pro rata thereof as specified for period of less than one week, will be applicable to each engineer that is assigned to an outside point extra list, as established under this section, in the same manner as applicable to one-engineer extra list.

On those seniority districts where the engineers request a guaranteed list, to be regulated by the Company, the first, second, and third Paragraphs of this Section 3(b), Article 30, shall be modified to read:

"Ordinarily extra lists will be maintained only at division terminals and effort will be made to fill all vacancies or new runs, not otherwise provided for, from these lists. When necessary, extra lists may be established at outside points where assigned runs terminate, or at any assigned helper station. Such extra lists will not be established for less than ten days. Outside points mean all points which are not home terminals for pooled freight engineers.

"A one-engineer extra list may be maintained at any point.

"A guarantee of equivalent of 840 miles per week, or prorate there of as specified for period of less than one week, will be applicable to each engineer that is assigned to any extra list. Monday will be considered as first day of week, and in computing periods of less than one week, pro rata of guarantee for number of days assigned to extra list will be allowed. Earnings lost by an engineer who lays off, marks rest, or otherwise removes himself from service shall be deducted from any money allowance necessary to make up the guarantee."

In making up guarantee, mileage so allowed will be paid at the rate applying to the locomotive on which last used. Mileage deadheading to and from such extra list will be included in computing guarantee.

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When such extra lists are discontinued and extra engineer protects list beyond 12 o'clock noon, that day will be included in computing guarantee; likewise, when engineer is sent out for service on extra list, reports and is placed on extra list prior to 12 o'clock noon, that day will be included in computing guarantee.

Where extra engineers are assigned to an outside point as provided above, such point will be considered as their home terminal and they will be used to fill vacancies or perform extra work assigned to such extra list. If engineers thus assigned are run to division terminals in extra service where extra list is maintained, they will, upon arrival at a division terminal, be promptly deadheaded to their assigned territory or run back on light engine after required rest period without runaround penalty. If there are no engineers available at such points who are entitled to the work, engineers may be returned to their assigned territory in service.

It is understood that the Company will not establish additional extra boards at outside point other than those in effect on February 1, 1957, without the concurrence of the Organization.

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Any of the separate units of the same initial terminal as hereinafter designated or described may be discontinued, or additional separate units designated, by agreement between the Superintendent and the Local Chairman, Brotherhood of Locomotive Engineers, subject to the approval of the authorized general officer of the Company and the General Chairman, Brotherhood of Locomotive Engineers.

Engineers required to exchange trains at the initial terminal to avoid being run around will not begin a new trip because thereof.

AT

SEPARATED UNITS

Portland	1 - Portland Union Depot. 2 - Brooklyn, including enginehouse.
Eugene	1 - Eugene. 2 - Eugene Yard, including enginehouse.
Klamath Falls	1 - Klamath Falls, including enginehouse. 2 - Klamath Falls Yard (westward only).
Dunsmuir	1 - Dunsmuir, including enginehouse. 2 - Dunsmuir Yard.
Roseville	1 - Roseville, including enginehouse, 2 - Antelope Unit.
Oakland	1 - West Oakland, including enginehouse. 2 - Sixteenth Street Depot and "U.S. Yard."
San Francisco	1 - San Francisco, including Mission Bay and engine house. 2 - Bayshore Yard and enginehouse.
San Jose	1 - San Jose Passenger Station. 2 - San Jose-Santa Clara Unit, commonly called Newhall Yard. 3 - College Park Unit, including enginehouse.
Santa Barbara	1 - Santa Barbara Passenger Station. 2 - Freight Yard (eastward only), including enginehouse.
Los Angeles	1 - Los Angeles Yard, including A, B and C units, and Taylor enginehouse. 2 - Midway, Bull Ring, River Station, Lower End. 3 - Los Angeles Union Passenger Terminal. 4 - Mission Coach Yard, including Alhambra Avenue enginehouse. 5 - Aurant. 6 - Firestone Park.
Indio	1 - Indio, including enginehouse. 2 - East Indio (eastward only).

Yuma	1 - Yuma, including enginehouse. 2 - PFE Yard.
Tucson	1 - Tucson (Park St.), including passenger station and enginehouse. 2 - PFE Yard.
El Paso	1 - El Paso Union Passenger Depot. 2 - Octavia Street, including enginehouse.

Initial terminals not specified above constitute a single unit for the purpose of this section.

Between	Brooklyn and Eugene Eugene and Roseburg Roseburg and Ashland Ashland and Dunsmuir Eugene and Klamath Falls Klamath Falls and Wendel Klamath Falls and Dunsmuir Dunsmuir and Roseville Dunsmuir and Oakland Ogden and Carlin (with layover at Montello, direction bound) Carlin and Sparks Carlin and Wendel Wendel and Sparks Sparks and Roseville Roseville and Tracy-Fresno
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Between	Fresno and Bakersfield Colton and Bakersfield Bakersfield and Los Angeles Oakland and Watsonville Junction San Francisco and Watsonville Junction Watsonville Junction and San Luis Obispo San Luis Obispo and Los Angeles Los Angeles and Indio Colton and Yuma Yuma and Tucson Yuma and Phoenix Phoenix and Tucson Tucson and Lordsburg Lordsburg and El Paso
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Western District Pool 1:

Oakland-Tracy, Oakland-San Jose, home terminal Oakland.

Western-Coast Districts Interdivisional Pool 2:

San Francisco-Oakland, San Francisco-Tracy, home terminal San Francisco.

Western-Sacramento Districts Interdivisional Pool 3:

Oakland-Roseville, home terminal Oakland.

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Western District

Between Oakland and Sacramento, Oakland and Tracy, Oakland and San Jose and Santa Clara and Redwood.

Stockton District

Between Tracy and Fresno, Tracy and Sacramento, and Lathrop and Fresno.

Sacramento District

Between Sacramento and Red Bluff, Davis and Red Bluff, Sacramento and Sparks, including all branch lines terminating at Sacramento, including the Placerville Branch.

Sparks District

Between Sparks and Carlin; Hazen and Mina-Fallon; Fernley and Westwood.

Ogden District

Between Carlin and Ogden.

Shasta District

Between Red Bluff and Ashland, Black Butte and Klamath Falls; Klamath Falls and Alturas; Alturas-Lakeview, Alturas-Wendel.

Portland District

Between Portland and Ashland, Eugene and Klamath Falls.

Coast District

Between San Francisco and Santa Barbara.

San Joaquin District

Between Santa Barbara and Los Angeles, Los Angeles and Fresno and Kerman, Mojave and Milepost 431.00, Palmdale and Milepost 456.234.

Los Angeles District

Between Los Angeles and Yuma, including all branch lines terminating at Los Angeles; Colton and Milepost 456.234.

Tucson District

Between Yuma and El Paso via Gila and Lordsburg, including the Nogales and Globe Branches.

Phoenix District

Hassayampa to Pozo, including the Christmas Branch and branch lines terminating on the main line between Hassayampa and Pozo.

Tucson-Phoenix District

Between Yuma and Tucson via Gila or Phoenix, including all branch lines terminating on the main line between Wellton and Picacho via Phoenix; Tucson and El Paso via Lordsburg, including the Nogales and Globe Branches.

- d) The seniority of any employee whose seniority in engine or train service is established on or after November 1, 1985 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

RETENTION OF SENIORITY

(Arbitration Award 458, Article XIII)

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Section 1 - Notice

An individual carrier seeking to establish interdivisional service shall give at least twenty 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.

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(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.

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Section 4 - Arbitration

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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 and 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

Every employee adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection agreement of May 1936, except that for the purposes of this Agreement Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 6 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.

Any employee required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

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

NOTE 1: On railroads that elect to preserve existing rules or practices with respect to interdivisional runs, the rates paid for miles in excess of the number encompassed in a basic day will not exceed those paid for under Article IX, Section 2(b) of the Agreement of this date. (Arbitration Award 458, Sideletter #9)

NOTE 2: It was understood that except as provided herein, other articles contained in this Agreement, such as (but not limited to) the final terminal delay and deadhead articles, apply to employees working in interdivisional service regardless of when or how such service was or is established. However, overtime rules in interdivisional service that are more favorable to the employee than Article IV, Section 2, of this Agreement will continue to apply to employees who established seniority in engine service prior to November 1, 1985 while such employees are working interdivisional runs established prior to June 1, 1986.

Illustrations of maintaining present overtime rule for existing interdivisional runs without standard overtime rules are shown below: [Based on 104 mile basic day which becomes effective July 1, 1986]

Overtime calculated on basis of 25 m.p.h.,

250 mile run

On duty 11 hours (1 Hour overtime)

Basic day of 104 miles

Daily rate \$111.43

Mileage rate \$1.0819

Pay:

Basic day	\$111.43
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Overmiles (250-104)x\$1.0819	\$157.96
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Overtime 11-(250/25) x (111.43/8)x1.5	20.89
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Total	\$290.28
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(b) Where an individual carrier not now having the right to establish interdivisional, interseniority district, intradivisional or intraseniority district service, in freight or passenger service, considers it advisable to establish such service, the carrier shall give at least thirty days' written notice to the General Chairman or Chairmen of the committee(s) of the Brotherhood of Locomotive Engineers involved, of its desire to

establish service, specifying the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

The parties will negotiate in good faith on such proposal and shall recognize each others fundamental rights, and reasonable and fair arrangements shall be made in the interest of both parties. Such rights and arrangements shall include, but not be limited to the following:

(1) 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.

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

(3) When an engine 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 engine crew.

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

(4) On runs established hereunder engine crews will be allowed a meal allowance after 4 hours at the away from home terminal and another allowance after being held an additional 8 hours, as provided in Section 8(h), Article 30.

(c) Provisions (1) through (4) do not preclude the parties from negotiating other terms and conditions of work.

(d) In the event the Company and such committee or committees cannot agree on matters provided in Section 15(b) and the other terms and conditions referred to in Section 15(c), dispute shall be submitted to arbitration under the Railway Labor Act, within 60 days from the date of notice by the Company of its intent to establish services pursuant to Section 15(b).

The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the Company to establish interdivisional, interseniority district, intradivisional, or intraseniority district 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 Company if and when such interdivisional, interseniority district, intradivisional, or intraseniority district service is established in that territory. However, if Company elects not to put the award into effect, Company

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 employees to said arbitration. In its decision, the Arbitration Board shall include among other matters decided the provisions in Section 15(f) 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.

(e) Interdivisional, interseniority district, intradivisional or intraseniority district service and/or agreements in effect on September 1, 1971, are not affected hereby.

(f) Every employee adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by Sections 6, 7, 8, and 9 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Rule Section 7(a) of said agreement is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 5 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.

Any employee required to change residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of \$400.00 and five working days instead of the "two working days" provided by Section 10(a) of Washington Job Protection Agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

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

SECTION 21. (a) No engineer shall be suspended or discharged, except in serious Cases where fault is apparent beyond a reasonable doubt, until he has had a fair and impartial hearing before the proper Company officer. When charges are made against an engineer, same must be in writing. A notice to appear for investigation must be in writing and specify the charge, time and place of the investigation.

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

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

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

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

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

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

(f) Two copies of the transcript of testimony in an investigation involving an engineer will be furnished the Local Chairman, Brotherhood of Locomotive Engineers. It is understood the above rules have not been properly observed unless the engineer or his representative is confronted with all the charges and evidence, and furnished with a copy of the transcript of testimony.

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

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

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

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

Section 1 - Maintenance Of Locomotives

The parties recognize the importance of maintaining safe, sanitary, and healthful cab conditions on locomotives.

This Agreement affirms the carriers' responsibility to provide and maintain the aforementioned conditions particularly, although not limited to, such locomotive cab conditions as: heating, watercooler, toilet facilities, insulation, ventilation-fumes, level of cab noise, visibility, lighting and footing.

The parties recognize that one way to achieve and maintain safe, sanitary, and healthful cab conditions on locomotives is by establishing procedures on each railroad for monitoring cab condition and expediting the reporting and correction of maintenance deficiencies.

A. Local Implementation

Each individual carrier will designate an appropriate official(s) who will contact the BLE General Chairman (Chairmen) and arrange a meeting within 30 days from the date of this agreement for the following purpose:

(a) Review the policies on the individual railroad concerning the existing procedures for reporting and correcting locomotive deficiencies, assess the effectiveness of such procedures, and, where appropriate, establish methods for obtaining more satisfactory results.

(b) Institute a program whereby the Local BLE representative and the carrier's supervisors at each facility will participate in direct discussions regarding any maintenance problems at the locations under their jurisdiction for the purpose of carrying out the intent of this understanding, including evaluating the reports and

suggestions of either party and implementing agreed-upon solutions thereto.

B. National Committee

A National committee will be established within 30 days from the date of this Agreement, consisting of two members of the National Carriers' Conference Committee and two representatives of the BLE. The Committee may review and make recommendations with respect to any maintenance problem on an individual property that is referred to it by either party after efforts to resolve such matter on the individual property have been exhausted.

The Committee may also consider any matter where the parties on an individual property have jointly concluded that the subject matter is one that may be addressed more appropriately on a national level.

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Section 3 - Locomotive Design and Construction