

Form 2774 Std.

**THE ATCHISON, TOPEKA & SANTA FE
RAILWAY COMPANY**

**EASTERN AND WESTERN LINES
(EXCLUDING NORTHERN, SOUTHERN AND CHICAGO TERMINAL DIVISIONS)**

SCHEDULE GOVERNING

RATES OF PAY

**AND
WORKING CONDITIONS**

**FOR
YARDMEN**

Represented by

United Transportation Union

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PREAMBLE

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

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

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
EASTERN-WESTERN LINES,
(EXCLUDING NORTHERN, SOUTHERN AND CHICAGO TERMINAL DIVISIONS)

The following Schedule of Pay, Rules
And Regulations will govern Yardmen
Employed by this Company.

(Sections identified by asterisk (*) are revisions as result of Agreement January 21, 1977,
effective March 16, 1977.

Sections identified by (**) are from January 27, 1972 National Agreement.

Sections identified by (***) are from January 29, 1975 National Agreement.

Sections identified by (****) are from August 25, 1978 National Agreement.

Sections identified by (*****) are from October 15, 1982 National Agreement.)

ARTICLE 1

DEFINITION OF YARD WORK

(a) The term “yardmen” in this agreement is understood to mean footboard yardmasters, foremen, helpers, switchtenders, car retarder operators, skatemen, herders, pilots, pilot-bleeders and car bleeders.

In addition to the provisions of the May 7, 1937 Switching Agreement, the January 12, 1938 Supplement to the Switching Agreement, and the application thereof, yardmen’s work shall consist of work customarily performed by yardmen including:

The giving or relaying of signals to yard engine crews.

The coupling and uncoupling of cars and engines. (This will not prohibit passenger brakemen cutting off rear car or cars at intermediate yards.)

The operation of hand brakes or retarders for the purpose of affecting or controlling the movement of cars.

ARTICLE 1(a) Cont.
ARTICLE 1(b)

The bleeding of air brakes on cars by a yard crew which has been instructed to switch such cars. (This will not restrict a bleeder from performing such work.)

The manual throwing of ground switches in connection with the movement of freight and passenger cars and engines. (*Yardmen will not be required to clean switches except in connection with their own movement or switches which they manually throw.)

NOTE: This will not prevent road freight brakemen or road freight brakemen or road freight pilots from handling switches for the movement of their train departing or arriving terminals, or for movement of their engines to or from train and roundhouse; passenger trainmen to clear the main track for superior trains or for passenger or freight road crews for movements permitted in the Switching Agreement, or the Supplement thereto.

RATES OF PAY

(b.) Basic rates of pay in effect as of July 1, 1999:

Student Instructor	\$168.76
Footboard Yardmaster	167.33
Herder Pilot and Pilot-Bleeder	154.46
Engine Foreman	154.46
Helper	148.07
Skateman	148.07
Car Bleeder	148.07
Switchtender	141.03

NOTE: The above is only for rates of pay information and is not to be construed as a scope rule.

Rates of pay do not include cost-of-living float in effect July 1, 1983.

ENTRY RATES

Service in First 12-Months

****(c) Employees entering service on and after the effective date of this Article shall be paid as follows for all service performed within the first twelve (12) calendar months of service when working in a capacity other than conductor (foreman), footboard yardmaster, yardmaster, car retarder operator or engineer:

(1) For the first twelve (12) calendar months of employment, new employes shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered, exclusive of arbitraries and/or special allowances which shall be paid at the full amount.

(2) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rate after completion of a total of twelve (12) months' combined service.

(3) Train service employees who transfer to the fireman craft will be paid at established rates after completion of a total of twelve (12) months' combined service, in both crafts.

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

Preservation of Lower Rates

(d) Agreements which provide for training or entry rates that are lower than those provided for in Paragraph (c) are preserved. If such agreements provide for payment at the lower rate for less than the first twelve (12) months of actual service, Paragraph (c) of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

ARTICLE 2

CONSIST OF CREWS

(a) Yard crews shall consist of not less than one foreman and two helpers, except as

ARTICLE 2(a) Cont.
ARTICLE 3(d)

Provided by Appendix No. 35 and the Crew Consist Agreement dated May 15, 1981, Appendix No. 36. The foregoing does not apply to crews consisting of one foreman and one helper assigned as of January 1, 1953, unless in the judgment of the Carrier more men are needed.

(b) In case a yardman becomes incapacitated or unable to complete his shift, a foreman and one helper may continue work only in accordance with Article 10 of the Crew Consist Agreement, Appendix No. 36.

NOTE: This ARTICLE 2 does not apply to manning of self-propelled machines.

ARTICLE 3

FOREMAN ACTING AS YARDMASTER, INSTRUCTIONS TO YARDMEN

(a) Nothing in Article 2 shall prevent the foreman from acting as yardmaster should it be decided by the Superintendent that he can perform those duties in connection with his other duties.

(b) The wages for yard foremen who also act as yardmasters will be not less than two-thirds of one hour's pay in excess of the yard foremen's daily rate. The same rules for the basic day and overtime shall apply to such employes as applies to other yardmen.

(c) It is understood that a yard foreman receiving and executing instructions from a yardmaster, or other duly authorized representative of the Carrier concerning work to be performed by his crew will not be considered as performing footboard yardmaster duties; however, if required to take instructions and give them to other yard crews or to direct the movement of road crews or do other work ordinarily performed by a yardmaster, it will be considered that he is performing the duties of footboard yardmaster and will be paid under Paragraph (b) of this Article 3.

*(d) Engine foreman will receive instructions relative to the switching to be performed by his crew directly from the yardmaster, where employed, or Carrier official.

ARTICLE 4

STARTING TIME OF CREWS

#(a) Regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew will not be changed without at least seventy-two hours' advance notice. Regularly assigned yard crews shall not be abolished or annulled except when crew is notified not less than twenty hours prior to the abolishment or annulment. All regular or regular relief crews will be assigned five days per week and may be annulled one day, on a holiday or Sunday, but not both within the same work week.

(#See interpretation this rule General Manager Olson to General Chairman Gloystein, February 5, 1971 Appendix 37.)

Exception: When a regularly assigned crew is used primarily to switch an industry and said industry becomes involved in a strike in that plant, not known to Carrier in time to abolish or annul assignment in accordance with the foregoing paragraph, such assignment may be annulled for one shift provided no work is required in the plant.

(See Item 6, Memorandum of Understanding March 20, 1952, (5-day work week) Appendix No. 14.)

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

(c) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Paragraph (b).

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

(e) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Paragraphs (b) or (d).

(f) At points where only one yard crew is regularly employed, they can be started at any time, subject to Paragraph (a).

ARTICLE 4(g)
ARTICLE 6

#(g) Yard crews shall have a designated point for going on duty and a designated point for going off duty, and they will not be required to walk farther than one-half mile to get to and from such designated points where register, bulletin and lockers are maintained.

##(See interpretation, Letter 12-5-73 General Managers Briscoe and Stuppi to General Chairman Gloystein, Appendix No. 38.)

NOTE: This rule does not apply to an extra man until he has started to perform service with the crew to which assigned.

ARTICLE 5

HOURS ON DUTY

(a) 8 hours or less shall constitute a day.

(b) Yardmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. Assignments shall be restricted to eight hours work.

##(c) In yards where more than one engine is assigned, overtime will be limited to a maximum of two hours for any crew, except that transfer or industry crews or crew engaged in loading livestock may exceed two hours' overtime when necessary to complete the movement started prior to ten (10) hours on duty and return to their regular relief point.

NOTE: Paragraph (c) of this rule will not apply during a period of National Emergency as declared by the Federal Government.

##(See Interpretation, Letter Agreement 2-18-70 General Managers Olson and Stuppi to General Chairman Gloystein, Appendix No. 39.)

ARTICLE 6

EXTRA SERVICE

When an extra yard engine is worked for more than three consecutive calendar days it will be considered as a regular assignment and shall be advertised under the provisions of

Article 7, and shall be manned by extra men unless foremanship is requested by a regularly assigned qualified helper under the provisions of Article 16(g).

When engines are manned by three extra men the senior qualified man shall act as foreman and all shall retain their relative positions on the extra board.

ARTICLE 7

VACANCIES AND CHANGES IN TRICKS

A known vacancy in excess of ten (10) calendar days, excluding vacations, shall be advertised.

All vacancies for yardmen shall be advertised for seventy-two (72) hours and assignments will be made as soon as practicable but not later than two hours after bids close. A change in the starting time of an engine, or a change in the designated on or off duty point, or a change in the assigned hours per day or days per week, or a change in the status of a foreman to footboard yardmaster or vice versa, will open a trick for assignment. The oldest yardman in point of service making written application shall be assigned and will not be permitted to perform further service on his old assignment.

Bulletins, which will be posted at all points where yardmen report for duty, will state date and hour bids close and also clearly identify the position under advertisement. (See Appendix No. 18.)

NOTE: Engine foreman may place his men as between "field man" and "pin puller" when either or both of the helpers have less than ninety days of actual service as a yardman.

Effective with the adoption of dual seniority it is agreed on seniority districts on which adopted that in the application of this Article 7, yard assignments will be bulletined for at least four days, but not to exceed seven days, prior to assignment.

If a senior yardman declines a trick and it is accepted by a junior, such junior may continue to hold the position until the senior man who refused is displaced, or his trick is impaired. It is understood that any yardman having worked during any portion of the time in which a vacancy is advertised and failed to bid on same will be considered as having declined the trick.

ARTICLE 7 Cont.
ARTICLE 8(a)

#When a yardman bids in an assignment, he must protect that assignment for at least one shift before he can give it up and take the extra board, except in an instance where he might be displaced, making it impossible to protect the assignment for at least one trick.

#(From Letter Agreement between General Chairman Faulkner and General Manager Stuppi and Acting General Manager Henry dated June 30, 1966.)

(See Settlement Y-3 of Levin-Elterman Docket 7-10-75, Appendix No. 40. For Bid Bump Agreement refer to Appendix No. 41.)

ARTICLE 8

COMPUTING OVERTIME

(a) 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, 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 time the hourly rate.

In the application of this rule, the following shall govern:

- (1) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.
- (2) 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 2, shall not apply to employes paid road rates, but governed by yard rules.)
- (3) 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 employe at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

ARTICLE 8(A) Cont.
ARTICLE 8 (c)

- (4) 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.
- (5) Except as modified by other provisions of this rule, an extra employe 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.

(b) Employes worked more than five straight time eight-hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

- (1) Where days off are being accumulated under Section 4 of Article 20;
- (2) When changing off where it is the practice to work alternately days and nights for certain periods;
- (3) When working through two 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 at the straight time rate is paid to a yard service employe 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 straight time eight-hour shifts referred to in this Paragraph (b).

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time for work referred to in Paragraph (b) of this Article 8, be utilized in computing the five straight time eight-hour shifts referred to in such Paragraph (b) of this Article 8, 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 pay for such hours, or where such time is not included under existing rules in computations leading to overtime.

ARTICLE 8(c) Cont.
ARTICLE 9(b)(1)(A)

Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, stand-by time, and compensation therefor, preparatory time, starting time (except as otherwise provided in Paragraph (b)) and similar rules are not affected by the provisions of this Article.

(d) Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this Article, nor shall service under two agreements be combined in any manner in the application of this Article.

(See Memorandum of Agreement dated May 19, 1978 between Vice President Elterman and General Chairman Cantrill, Appendix No. 42.)

ARTICLE 9

EXTRA MEN: FIRST IN, FIRST OUT

(a) At points where an extra board is maintained, extra helpers shall be used first in, first out, one trick at a time. The time of coming off duty on the previous trick to establish standing on board for further service.

At other points, extra helpers will hold and protect the vacancy for which deadheaded until the vacancy is terminated, except he will be returned to the extra board on any day the assignment being protected is not worked or paid for, or when he has completed five straight time shifts in his work week.

USE OF ADDITIONAL YARDMEN

(b) (1)(A) When all available men on the extra board have been used in the 24-hour period commencing at the previous midnight, before any men are used to double (except in emergencies), all vacancies shall be protected in seniority order by men who are on their assigned days off on that day, unless having marked off as not available for that day in that individual week starting Monday, with the further provision that a man will not be called on an assigned day off for service which would prevent his working his regular assignment on a following day.

NOTE: A yardman wishing to be permitted to mark off indefinitely on his assigned rest days may make written request therefor to the proper officer, following which any yardman making such a written request will not again be considered available for service on his regular rest days until he notifies the proper officer in writing of his desire to be considered available for such service; any yardman not signing a request to be marked off indefinitely or indicating verbally as not desiring to work a specific day or days, will stand to be used on his rest days as and when needed. (See Letters 8-02-55 and 10-12-55, Appendix No. 43.)

(B) Use of assigned men on their assigned day off as provided in this Agreement will be confined to a point at which assigned.

(See letter General Manager Olson to General Chairman Gloystein, November 25, 1969, Appendix No. 44.)

(C) In any 24-hour period as defined in Section (1)(a) hereof that all available men on their assigned days of are used under the provisions hereof, additional vacancies will be protected from the extra board.

(2) Payment to regular men used on their assigned days off shall be at the pro rata rate:

(A) When such man is used on his assigned day off following a work week in which he worked less than five days, except as otherwise provided by schedule rules governing doubles.

(B) On regular shift after use as an extra man hereunder.

(3) It is further understood that when an extra man has worked five straight time eight-hour shifts in the week as defined in Section 2, Article 20, he will not thereafter during that week be used except in emergency or on a day when all available men on their assigned days off that day have been used.

ARTICLE 9(b)(4)

ARTICLE 10(b)

(4) After all available assigned off-day yardmen have been used, extra board yardmen who have worked five straight time days in their work week but have not worked on the calendar day in question, shall be used in preference to extra board yardmen who have not worked five straight time days in their work week but have worked on that particular calendar day; i.e., using the five-day men first on the basis of their relative standing on the board, and then when all such extra men have been used, doubling extra yardmen who have already worked that day, in the order of their relative standing on the board.

(See Agreement dated May 19, 1978 between Vice President Elterman and General Chairman Cantrill, Appendix No. 42, re use of regularly assigned yardmen.)

ARTICLE 10

CALLING CREWS

(a) Except at points where otherwise specifically agreed to, customary calling time of one and one-half (1 ½) hours prior to the on-duty time will be recognized.

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

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

Extra yardmen not called in proper turn will be allowed one basic day and remain in the same position they held prior to being run around. (For application of this paragraph, see Appendix No. 45.)

*Extra yardmen missing a call for service which they stand to protect or a call to deadhead will be placed at the bottom of the extra board at the time the assignment they missed goes to work or at time deadhead is scheduled to commence, but following any yardmen going off duty at that time.

(b) Extra yardmen reporting for duty after being called and not performing service will be paid what he would have earned, less any overtime worked by the job, plus air hose

coupling allowance, if paid to the crew on the job for which called, and will be placed at the bottom of the extra board at the time released.

ARTICLE 11

GUARANTEED EXTRA BOARD

(a) Yardmen standing for service on the extra board for the entire week will be compensated for not less than four (4) days, exclusive of personal lay-offs. Overtime, penalties, arbitraries and deadheading not to be used in computing the minimum of four (4) days. The following will be included in computing the minimum of four days:

- (1) Holiday pay
- (2) A time and one-half day (as one day)
- (3) Payment for non-use
- (4) Straight time road miles paid yardmen used in road service in emergency

(See Appendixes Nos. 46 and 47.)

(b) (1) Yardmen, who are not on the extra board for the entire work week, solely as result of Carrier increasing or decreasing the extra board, will be guaranteed one-seventh of an amount equal to four times the current helper rate, subject to all future wage increases, for each full calendar day assigned to the extra board, exclusive of personal lay offs. (From Memorandum of Agreement dated December 30, 1981 between Vice President Elterman and UTU General Chairman Hicks.)

(2) When protected employes are off-in-force involuntarily at the extra board point, the yardmen's guaranteed extra board will be regulated on Friday. To determine the number of protected employes to be assigned to the extra board, the total number of vacancies protected by that extra board during the preceding seven (7) calendar days plus any unfilled blankable vacancies during the same seven (7) calendar day period will be divided by four (4) to determine the lowest whole number. This number of protected employes will then be maintained until the next checking period even though there may be yardmen exercising seniority to the extra board.

(3) Protected employes involuntarily furloughed who desire to be used for vacancies when the extra board is exhausted will be furnished a form by Carrier to indicate whether they wish to be called for such service. If, after indicating in writing a desire to be called, the employe refuses a call for services, such employe will not be available for further call on that calendar day.

6RTICLE 11(b)(4)
ARTICLE 13(c)

(4) If a protected extra board yardman is cut off, as result of reducing the extra board, the yardman will have an exercise of seniority in accordance with the Crew Consist Agreement and other applicable rules of the current Yardmen's Agreement. (From Memorandum of Agreement dated December 30, 1981 between Vice President Elterman and UTU General Chairman Hicks, Appendix 36, Addendum No. 3.)

ARTICLE 12

HANDLING OF DIVISION EXTRA BOARD YARDMEN

On divisions having more than one yardmen's extra board under division seniority, extra yardmen may not move from one extra board to another unless cut off in force reduction and there are junior yardmen on the desired extra board, or, unless it is necessary to increase such other extra board. Yardmen standing on one extra board will not be eligible for vacancies at another extra board point unless such service can not be protected by any yardmen at that point under applicable agreement rules.

ARTICLE 13

PROMOTION TO YARDMASTER OR ASSISTANT YARDMASTER

(a) A yardman promoted to position of yardmaster or to an official position with the Company or the Organization, will continue to hold and accumulate seniority on the division, or in the yard, from which promoted. If such yardman relinquishes the yardmaster assignment or official position of his own accord he will be placed on the extra board upon returning to service as yardman until he bids in a regular assignment; otherwise he will have full seniority displacement rights.

(b) Vacancies or new positions as yardmaster which are not taken by employes holding seniority as such, shall be filled by the appointment of the senior qualified yardman desiring same and holding seniority and working as such in the yard where the appointment is to be made. Relief service on existing yardmaster positions for which no one holding seniority as a yardmaster is available, will be protected in the same manner.

(c) When a yardman is used as yardmaster for five consecutive days his assignment as yardman will be advertised. Upon release from such service a yardman will be granted full seniority displacement rights as yardman.

ARTICLE 13(d)
ARTICLE 14, Sec. 1(b)

(d) A yardman shall not be declared ineligible for position of yardmaster or assistant yardmaster without first having been afforded an opportunity to qualify for the duties to be performed.

(e) A yardman will not be permitted to perform service as a yardman on the same calendar day in which he has protected or will protect a known yardmaster's vacancy, or, on the off day of the yardmaster position he is protecting.

ARTICLE 14

SELF-PROPELLED MACHINES

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

(a) Road Service – (Not applicable)

(b) Yard Service – A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time a yard brakeman (helper) will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

NOTE: #In the application of the foregoing, a burro crane, locomotive crane and pile driver will be considered as "machines having sufficient power to move freight cars" when worked within the switching limits of a yard, listed as such, in the so-called May 7, 1937 Agreement and such work is performed on Company property. If more than two cars are handled at any one time, a helper will also be utilized. This does not modify the provisions of Appendix 2 of the current Yardmen's Agreement or Article 4(m)

ARTICLE 14, Sec. 1(b) Cont.
ARTICLE 14, Sec. 5

Yardmen's Agreement or Article 4(m) of the Conductors' and Trainmen's Agreements. The removal of a coupler from these machines however accomplished, or the fact cars are not moved or handled, will not eliminate the requirement that a yard pilot must be used.

The foregoing will have no affect on the incidental pilot rule, nor will it prohibit the operation of more than one crane under the control of a single yard conductor pilot. #(From Letter Agreement dated July 28, 1978, Vice President Elterman to General Chairman Cantrill.)

Section 2. (Not applicable)

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

Section 4. Every employe 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, employes who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employes who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

Section 5. Nothing contained in Sections 1, 2 or 3 of this Article 14 shall be construed to require the employment of engine and train service employes where not now required.

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

ARTICLE 15

SENIORITY

(a) The seniority rights of yardmen will date from the time they enter the service. The right to preference of work will be governed by seniority in service.

A yardman displaced from a position for any cause will be assigned to the position for which he makes application, provided he displaces a junior.

Except as provided in Dual Seniority Agreement, yardmen shall have no rights in road service. When road forces are exhausted and yardmen are used in road service they will be paid under road service rules at yard rates. (See Appendix No. 29 for Dual Seniority and Appendixes Nos. 48 and 49 from Consolidated Seniority Districts Agreement of New Mexico and Colorado Divisions and its application.)

REDUCTION AND INCREASE IN FORCE

(b) In force reduction the youngest man in seniority will first be cut off and so on in turn according to their seniority. (See Article 11(b)(3).)

When force is increased men cut off will be recalled in seniority order and will retain their original seniority date and standing provided they report for duty within thirty days from (1) date such notice is received as evidenced by return register receipt, or (2) letter is returned unclaimed to employing officer, in which latter event the date letter is postmarked at destination will establish date from which the 30-day period will run. Copy of recall notice will be furnished Local Chairman.

(c) Cut-off men are required to keep employing officer currently informed of their address; failure to do so or failure to report for duty within the time designated in the preceding paragraph will result in forfeiture of their seniority. (See Appendix No. 49.)

PROMOTION

#(d) Yardmen entering the service after January 1, 1952 will upon completion of eighteen months' service be required to pass promotion for foreman in the order of their seniority. Yardmen failing to pass promotion in the first examination will be examined a second time at the expiration of six months.

ARTICLE 15(d) Cont.

An employe who fails to satisfactorily pass the required examinations on second attempt will be suspended. At the expiration of an additional 90-days, arrangements will be made to schedule the suspended employe for another opportunity to satisfactorily pass a required examination. If the employe fails on this attempt, the suspension will remain in effect and after an additional 90-day period, a final written attempt will be scheduled. Failure on this final attempt shall automatically terminate the employe's service with the Company. If for valid reason the employe, while suspended, is unable to be present for a scheduled examination, the parties will mutually agree the absence will not be considered as one of the final two opportunities provided herein; it being the employe's responsibility to make these arrangements prior to the time and date of the scheduled examination.

For a brakeman-yardman who entered service on or after January 1, 1973, the eighteen (18) months referred to is understood to mean eighteen (18) months' service in either road or yard service or any combination thereof.

It is understood, a yardman who is terminated under this rule may be reemployed with a new seniority date.

This rule is inactive regarding those employes having a service date prior to January 1st, 1952, but this will not prevent any such employes taking examination for promotion.

#(As revised by Memorandum of Agreement effective November 11, 1977. See Appendix No. 50 for its application.)

NOTE: Application insofar as concerns protected employes under Crew Consist Agreement effective May 15, 1981, refer to Addendum No. 1 of Appendix No. 36.

In the application of this Article 15(d), each calendar month in which service is performed would count as a month's service. (From Letter Agreement dated June 28, 1967 General Chairman Gloystein to General Managers Olson and Stuppi.)

Brakemen holding yard rights will automatically be considered qualified as engine foremen as of date promoted to conductor. (From Letter of Understanding dated October 25, 1974, General Managers Briscoe and Fitzgerald to General Chairman Gloystein.)

ARTICLE 16

PROTECTING SERVICE AS PILOT, ENGINE HERDER OR ENGINE FOREMAN

Pilots, Pilot Bleeders and Engine Herders

- (a) Pilots, pilot bleeders and engine herders shall receive foreman's rate of pay.
- (b) When a pilot, pilot bleeder or engine herder assignment is worked for more than three consecutive calendar days it will be considered a regular assignment and shall be advertised under the provisions of Article 7.

Incidental Pilot Service

- (c) Yardmen required to perform incidental pilot service extending beyond the hours of the assignment shall receive an additional day at foreman's rate and the first-out extra man shall be allowed one day at the helper's rate.

Filling Vacancies of Pilot, Pilot Bleeders or Engine Herders

- (d) Extra or unassigned pilot, pilot bleeder or engine herder service, including vacancies of less than ten (10) days, will be protected on a day-to-day basis, in the following manner:

- (1) Where the service has a starting time within the starting time spread:

By senior qualified helper at the point who has made written request for such service, and whose assigned starting time is within the same spread of hours of the pilot, pilot bleeder or engine herder assignment to be protected.

- (2) Where the service has a starting time not within the starting time spread:

By senior qualified helper at the point who has made written request for such service, and whose assigned starting time is the first starting time spread following the starting time of the pilot, pilot bleeder or engine herder assignment to be protected.

- (3) From the controlling extra board.

- (e) At any outside point where there is no extra board, an extra man filling vacancies resulting from relieving yardmen in the application of Paragraphs (d)(1) and (2) may be held for the duration thereof, except he will be returned to the extra board on any day the assignment being protected is not worked or paid for, or when he has completed five straight time shifts in his work week.

ARTICLE 16(f)
ARTICLE 16(g)

When Vacancies for Pilot and Engine Foremen Arise At same Time and Same Point

(f) When vacancies exist for both foreman and pilot at the same starting time, and at the same point, the vacancy for pilot will be filled first. (Case 12 Levin-Elterman Settlements dated October 1, 1976.)

Protecting Engine Foreman Vacancies

(g) Engine foremen's vacancies of 10 days or less shall be protected on a day-to-day basis in the following sequence:

- (1) By the senior promoted helper at that point, whose starting time is within the same spread of hours as that of the trick to be protected, who has made written request for such service,
- (2) By the senior promoted helper assigned on the trick where the vacancy occurs,
- (3) From the controlling extra board, or,
- (4) Under Sections B-1, 2 or 3 hereof.

NOTE: At any outside point where there is no extra board, an extra man filling vacancies resulting from relieving a foreman in the application of this rule, may be held for the duration of that one foreman's vacancy, except he will be returned to the extra board on any day the assignment being protected is not worked or paid for, or when he has completed five straight time shifts in his work week.

A-1. When no bids are received for foremen's new positions or vacancies advertised under Article 7, the following will govern:

- (a) At points where a yard extra board is maintained:
 - (1) The junior qualified unassigned foreman working as helper or on the yardmen's extra board at the point shall be assigned; failing this,

ARTICLE 16(g)A-1(a) Cont.
ARTICLE 16(g)A-1(b) Cont.

- (2) the junior qualified unassigned foreman working as helper on the seniority division, where division seniority is in effect, shall be assigned; failing this,
- (3) using the road brakemen's seniority roster, the junior qualified unassigned foreman on the seniority division, where division seniority is in effect, in road service (working as a brakeman) shall be assigned.

Provided that a vacancy created as a result of the above shall be advertised as a permanent vacancy, and at any time that a junior unassigned qualified foreman becomes available at the point, if the man assigned under (a)-(1), (a)-(2), or (a)-(3) hereof so desired, the job shall be advertised, and when filled he may exercise his full seniority rights.

- (b) At points where there is no yard extra board maintained:
- (1) The junior qualified unassigned foreman working as helper assigned at the point where the vacancy occurs shall be assigned; failing this,
 - (2) the junior qualified unassigned foreman working as helper on the seniority division, where division seniority is in effect, shall be assigned; failing this,
 - (3) using the road-brakemen's seniority roster, the junior qualified unassigned foreman on the seniority division, where division seniority is in effect, in road service (working as a brakeman) shall be assigned.

Provided that a vacancy created as a result of the above shall be advertised as a permanent vacancy, and at any time that a junior unassigned qualified foreman becomes available, if the man assigned under (b)-(1), (b)-(2) or (b)-(3) hereof so desires, the

ARTICLE 16(g)A-1 Cont.
ARTICLE 16(h)

job shall be advertised and when filled he may exercise his full seniority rights.

2. A man assigned under 1(a)-(1), except extra board yardman, or (b)-(1) if required to lose a day shall be paid a minimum day. A man assigned under 1(a)-(2), 1(a)-(3), (b)-(2) or (b)-(3) if required to lose a day, shall be paid a minimum day or for the deadhead, whichever is greater when going to an outside point. When returning from the outside point he shall be paid for the deadhead unless he exercises seniority on another advertised vacancy.
- B-1. If the application of this Article 16(g), Section 1 to 3 inclusive, do not provide a foreman for a vacancy of ten days or less, the junior available unassigned foreman at the point where the vacancy occurs, working in the starting time spread, shall be used.
 2. If no qualified unassigned foreman is available in the starting time spread at the point where the vacancy occurs, the junior available unassigned foreman working at that point shall be used.
 3. If no available foreman at the point, the junior qualified unassigned available foreman at the point where the extra board is maintained protecting service shall be used. A man used under this Paragraph 3, if required to lose a day from his regular assignment when going to the relief point, shall be paid for deadheading or a minimum day whichever is the greater; the same to apply when returning from the relief point.

NOTE: This Paragraph (g) is a synthesis of the rule effective January 1, 1966 as amended by Letter Agreements dated December 24, 1973 and November 13, 1974.

(h) A promoted helper will be permitted to make written request to work the foremanship on his own assignment only, provided a man senior to him in that spread of hours has not filed a written application to protect the vacancy. (From Letter Agreement dated June 30, 1966, General Manager Stuppi and Acting General Manager Henry to General Chairman Faulkner.)

ARTICLE 17

ASSIGNMENT GUARANTEE

When a regularly assigned yardman is available and works the first four days of his work week and is deprived of earnings on the fifth day by reason of his job being annulled or abolished, he shall be compensated for the day not worked at the straight time rate for eight hours, provided he has no other earnings on that day. This will not supersede the Holiday Agreement.

ARTICLE 18

ASSIGNMENT TO TEMPORARY SERVICE

Yardmen temporarily assigned to other than their regular duties shall be paid not less than their regular rates.

ARTICLE 19

WORKING TWELVE HOURS

Regularly assigned yardmen required to work twelve hours will resume work when their rest period is up under the law and their pay will begin at their established starting time. (As amended by Memorandum of Agreement dated May 19, 1978, Appendix 42, Section 4.)

Yardmen released under the Hours of Service Law will be allowed continuous time until they reach their off duty point. (From Letter Agreement dated December 5, 1973, between General Managers Briscoe and Stuppi and General Chairman Gloystein, Appendix No. 38.)

ARTICLE 20

FIVE-DAY WORK WEEK (ARTICLE 3, AGREEMENT "A")

This Agreement made this 25th day of May, 1951, by and between the participating carriers listed in Exhibits A, B, and C, attached hereto and hereby made a part hereof and represented by EASTERN, WESTERN and SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES, and the employes shown thereon and represented by the BROTHERHOOD OF RAILROAD TRAINMEN through their conference committee. (Section 1(a) if from National Agreement dated October 4, 1955.)

ARTICLE 20, Sec. 1(a)
ARTICLE 20, Sec. 3(a)

Section 1(a). Effective December 1, 1955, each carrier, which has not heretofore done so, will establish for all classes or crafts of yard service employes covered by this Article, subject to the exceptions contained therein, a work week of forty hours consisting of five consecutive days of eight hours each with two days off in each seven, except as hereinafter provided. The foregoing work week rule is subject to all other provisions of this Article.

(b) Due to the necessity of changing existing assignments to conform to the reduced work week provided for in Section 1, the Carriers will, prior to the effective date, post notices or bulletins as required by schedule, bulletin rules or practices in effect.

(1) Railroads or portions thereof on which yard assignments are bulletined:

Listing the days off of regular assignments and advertising regular relief assignments.

(2) (Not applicable)

(3) The changes as enumerated above shall begin on the effective date of this Article, and employes may exercise seniority rights to select the assignment, or days off of their choice.

(4) After assignments as referred to in Section 1(b)(1) and Section 1(b)(2)(a) have been made changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

Section 2. The term "work week" for regularly assigned employes shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employes shall mean a period of seven consecutive days starting with Friday.#

Section 3(a). When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employes when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employes.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five 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

ARTICLE 20, Sec. 3(a) Cont.
ARTICLE 20, Sec. 3(e)

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 district which shall be the same as those of the employe or employes they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(b) Where regular relief assignments cannot be established for five 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 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 district which shall be the same as those of the employe or employes they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

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

(e) Regular relief assignments for yard crews will be established for the crew as a unit, except in yards operating under strict seniority or mark-up rules. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties on a property desires, the designated days off need not be the same for individual members of a crew.

Representatives of the carrier and of the employes will cooperate in designating days off of individual members of a crew.

(NOTE: It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered one of the operational problems.)

ARTICLE 20, Sec. 3(f)
ARTICLE 20, Sec. 7(c)

(f) 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 schedule and bulletin rules.

Section 4. At points where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employees, agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

If the carrier contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish non-consecutive days off, representatives of the carrier and representatives of the employees will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the carrier may nevertheless establish non-consecutive days off, subject to the right of the employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that it was not practicable to grant two consecutive days off.

Section 5. (Not applicable)

Section 6. Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive.

Section 7(a). In event a regular or regular relief job or assignment is annulled for one day or more, the yard service employee or employees holding the job or assignment may exercise their seniority in accordance with rules in effect on the property.

(b) Any yard service employee or employees who because of their seniority standing, or for other reasons, are unable to place themselves on a regular job or assignment on the day or days their job assignment is annulled, will revert to the extra board and be placed thereon, in addition to the men then on the extra board, in accordance with rules in effect on the property.

(c) In event a regular or regular relief job or assignment is annulled for one day or more and any or all of the displaced yard service employees are unable to displace an employee or employees with lesser seniority on such day or days, thereby being deprived of working one or more of the five days of the job or assignment, such yard service employee or employees, if they so desire, shall be placed on the extra board in addition to the men then on the board so as to be

ARTICLE 20, Sec. 7(c) Cont.
ARTICLE 20, Sec. 11(b)(1)

available for work on the sixth and/or seventh day of the work week to provide them an opportunity to work five straight time shifts during the work week, provided: (1) that such yard service employees endeavored to exercise their seniority as provided in Paragraphs (a) and (b) of this Section 7, (2) that such yard service employees are used from the extra board in accordance with rules in effect on the property and (3) that such service for the first eight hours on such sixth and/or seventh days will be paid for at straight time rates, until such employe or employes have worked five straight time shifts in that work week, any service in excess of eight hours on such days to be paid for under the overtime rules.

Section 8(1). Existing rules which relate to the payment of daily overtime for regular yardmen and practices thereunder are not changed hereby and shall be understood to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provision of Section 3 shall be paid for at the straight time rate.

Section 9. (Cancelled by National Agreement of December 16, 1953.)

Section 10. Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article shall be construed to create a guarantee where none now exists.

Section 11(a). All regular or regular relief assignments for yard service employes shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per day, except as otherwise provided in this Article.

(b-1) An employe on a regular or regular relief assignment for yard service who takes another regular or regular relief assignment in yard service, or selects another "days off" period on a strict seniority or mark-up board in yard service, will be permitted to go on the assignment or "days off" period of his choice, and will take the conditions of that assignment or "days off" period, but will not be permitted to work more than five (5) straight time eight-hour shifts, as referred to in paragraph (d) of this Section, in the work week of the assignment or "days off" period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employe to work one or more days of the

ARTICLE 20, Sec. 11(b-1) Cont.

ARTICLE 20, Sec. 12(b)

assignment of his choice and if there is no extra man available who could be used to perform the work on those days, he may be used to work those days at the straight time rate.

(b-2) To avoid loss of time for men making seniority move from one regular or regular relief assignment in yard service to another regular or regular relief assignment in yard service, an employe on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service will be permitted to go to the assignment of his choice and will take the conditions of his new assignment of his choice. Time worked in excess of five days as a result of this change of assignments will be paid for at the pro rata rate. (Section 11(b) changed to 11(b-1) and 11(b-2) added by Agreement effective August 1, 1961.)

(c) An employe on a yard extra board who takes a regular or regular relief assignment in yard service will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

An employe on a regular or regular relief assignment who goes on an extra board will take the conditions attached to the extra board, but will not be permitted to work more than five straight time eight-hour shifts, as referred to in Paragraph (d) of this Section, in the work week starting with the Friday# in which the change is made.

(#Changed from "Monday" by Agreement effective August 1, 1961.)

(d) Except as provided in Paragraphs (b) and (c) of this Section, employes, regular or extra, will not be permitted to work more than five straight time eight-hour shifts in yard service (excluding the exceptions from the computations provided for in Article 8(b) and (c) in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional men, in which event senior available employes in the class in which the vacancy occurs shall be used in accordance with applicable rules or practices in effect on individual properties.

Section 12(a). Where reference is made in this Article to the term "yard service" it shall be understood to have reference to service performed by employes governed by yard rules and yard conditions.

(b) Section 3(e) and Section 5 of this Article shall not apply to:

Car Retarder Operators
Hump Motor Car Operators (Chauffeurs)
Levermen
Switchtenders (sometimes classified as Switchmen)

(c) None of the provisions of this Article relating to starting time shall be applicable to any classification of employees included within the scope of this Article which is not now subject to starting time rules.

Section 13. Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation of working lists or “mark-up boards”, etc. shall be changed or eliminated to conform to the provisions of this Article in order to implement the operation of the reduced work week on a straight time basis.

Section 14. The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article, provided that such understandings shall not be inconsistent with this Article.

ARTICLE 21

DIVISION AND POINT SENIORITY RIGHTS

(a) Yardmen employed in one yard shall not have precedence over yardmen employed in other yard.

(b) Agreements providing for division seniority for yardmen have been made effective on the following divisions as of the dates listed below:

DIVISION	DATE
Illinois	7-01-1938
Former Missouri	6-12-1940
Eastern	6-03-1940
Middle	4-10-1940
Former Western	7-01-1956
Former Southern Kansas	9-07-1934
Former Oklahoma	6-12-1940
Original New Mexico	2-01-1941
Former Panhandle	4-01-1940

ARTICLE 21(b) Cont.

Former Slaton	2-01-1939
Original Plains	10-01-1938
Former Pecos	4-01-1940

The following reproduced Agreement in effect on the Illinois Division is representative of the Agreements effective on the divisions listed in the foregoing:

“It is our understanding there is no intention to affect the point seniority status or rights of men in the individual yards on the Illinois Division and you desire, effective July 1st, the following:

1-(a). Men holding seniority rights as of July 1, 1938 on the Illinois Division will continue to retain, accumulate, and exercise such seniority at such points, with prior rights to service at such points over men at other points, irrespective of division seniority.

(b). Men who are now out of service on the Illinois Division because of reduction in force but who are returned to the service as provided in Article 16, Paragraph (c), of the current yardmen’s agreement and letter agreement dated September 7, 1934, will exercise the seniority date provided for in the agreement of September 7, 1934 as a point date, with prior rights to service at such points over men at other points, irrespective of division seniority.

2. In addition to point seniority dates as provided for in Section 1 hereof, all yardmen in service on the Illinois Division as of July 1, 1938 will establish a division seniority date as of July 1, 1938; similarly, men out of service under the provisions of Article 16, paragraph (c), and letter agreement dated September 7, 1934, establish a division seniority date of July 1, 1938. The position of an individual on the division seniority roster will be established on the basis of his point seniority date at the point where he held seniority rights as of July 1, 1938 for men in the service on that date, and men returned to service after July 1, 1938 will have their position established on the division seniority roster as of the point seniority date

ARTICLE 21(b) Cont.
ARTICLE 21(c)

established under the provisions of the letter agreement of September 7, 1934; the senior man on the division to be placed in position No. 1, the next senior man in position No. 2 and so on, numbered in consecutive order, the numbers appearing opposite the individuals respective names, and not the seniority date, to establish and indicate the division seniority rating.

3. All men employed subsequent to July 1, 1938 in any yard on the Illinois Division will establish division seniority as of the date employed, but no point seniority.

NOTE: Section 3 does not refer to men who have been cut off in force reduction.

4. The division seniority date established in conformity with Sections 2 and 3 hereof may be used only in reference to division seniority dates and can be exercised as such in either bidding or bumping, subject to the restrictions contained in Section 1.

5. When necessary to increase force or fill vacancies set at an individual point, men holding or entitled to point seniority rights at that point under the provisions of Section 1 hereof, will be recalled.

6. In yards where extra boards were established prior to July 1, 1938, such boards will continue to be maintained, if desirable both to the Local Officials and the Local Chairman; the protection of additional extra work to be provided for by the establishment of one or more division extra boards to be worked out between the Local Officials and the Local Chairman.”

(c) The consolidated Pueblo-Colorado Springs yard seniority roster dated March 1, 1954 will govern protection of the work in those two yards.

ARTICLE 22
ARTICLE 23

ARTICLE 22

COUPLING HOSE, CHAINING CAR, AIR TEST

(a) Yardmen will not be required to couple or uncouple steam hose on passenger equipment, or to chain or unchain cars on repair track, or to unchain cars arriving in trains at yards where car repairers or inspectors are employed; but nothing herein will relieve yardmen from chaining cars, the couplers of which have been pulled out while being handled by them.

(b) When yardmen are required to couple and/or uncouple air hose subject to the exceptions listed below, and/or make a car-to-car air test, each member of the ground crew will be paid an allowance of \$6.47# regardless of which member or members of the crew perform the work; this allowance to be paid only once to a crew in the event the work is performed on more than one occasion during the day's work. The exceptions under which this allowance is not applicable and will not be paid are when yardmen are required to couple or uncouple air hose as follows:

- (a) Between engine and train
- (b) Between caboose and train
- (c) Between engine and caboose
- (d) Between cars when cutting or coupling up at crossings

#Rate effective 7-01-83 (includes appropriate COLA).

It is further agreed that yardmen shall not be required to perform this work on cars other than those handled or to be handled by the engine with which they are working. The allowance specified herein shall be paid separate and apart from the work day and shall not be considered in arriving at overtime rate.

It is further understood that yardmen will not be required to couple and/or uncouple air hose for other yard crews and they will not be required to couple and/or uncouple air hose for road crews in any manner.

ARTICLE 23

DEADHEADING

(a) Yardmen deadheaded on orders will be paid miles or hours, whichever is greater, at the foreman's or helper's rate according to the service deadheaded to or from. If the deadhead trip under this rule is such that the trip must be paid for on a time-consumed basis, payment will

be made at the pro rata hourly rate. If the actual mileage deadheaded is less than 100 miles and service is not started within 24 hours from the starting time of the deadhead trip, 100 miles will be allowed for the deadhead. Rail mileage will be allowed for the deadheading. Deadheading not to be coupled with any other service.

(b) When a yardman is authorized to use his own automobile for deadheading, he shall be allowed the same rate per mile generally allowed other employes for use of his automobile for the highway mileage traveled, station to station. Payment for the deadhead trip will be allowed under Paragraph (a) of this Article.

ARTICLE 24

WORKING OUTSIDE OF SWITCHING LIMITS

(a) Where regularly assigned to perform service within switching limits, yard crews shall not be used in road service except in case of emergency. Emergency is defined as wreck, washout or other unforeseen occurrence, involving loss of life, injury to person or damage to property. In these circumstances, when no road crew is available, a yard crew on duty may be used to alleviate the emergency and when so used in road service shall be paid miles or hours, whichever is greater, with a minimum of one hour, at yard rates in addition to regular yard pay and without any deduction therefrom for the time consumed in said service.

COMBINED ROAD-YARD SERVICE ZONES

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

INDUSTRIAL SWITCHING

(1) Road-Yard Service Zones for industrial switching purposes are limited to a distance not to exceed ten (10) miles, or the entrance switch to the last industry, whichever is the lesser. The distances referred to herein are to be computed from the switching limits existing August 25, 1978, except where the parties on individual properties may agree otherwise.

(2) Within Road-Yard Service Zones, yard crews may be used only to meet customer service requirements for the delivery, switching, or pick up of cars

ARTICLE 24(b)(2) Cont.
ARTICLE 24(c)(2)

which were not available or ready for handling by the road crew or crews normally performing the service or which are required to be expedited for movement into the yard before arrival of said road crew or crews. Yard crews may be used to perform such service without any additional compensation and without penalty payments to road crews.

NOTE: The use of yard crews in Road-Yard Service Zone 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 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.

(4) Nothing in this Paragraph (b) is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.

HANDLING DISABLED TRAINS OR TRAINS
TIED UP UNDER HOURS OF SERVICE LAW

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

(1) Road-Yard Service Zones for purposes of this Section 2 are limited to a distance not to exceed fifteen (15) miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing August 25, 1978, except where the parties on individual properties may agree otherwise.

(2) Within Road-Yard Service Zones, yard crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their final terminal without penalty to road crews. For such service yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition

to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits.

(3) Nothing in this Paragraph (c) 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 August 25, 1978 National Agreement.

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

COMBINATION ROAD-YARD SERVICE ZONES

(e) For the purpose of applying Paragraphs (b) and (c) of this Article 24, combination road-yard service zones are listed below:

<u>STATION</u>	<u>DISTRICT</u>	<u>10-MILE LIMIT</u>	<u>15-MILE LIMIT</u>
<u>CHICAGO TERMINAL DIVISION</u>			
Corwith	First	MP 18.19	MP 23.19
<u>ILLINOIS DIVISION</u>			
Corwith	First	MP 18.19	MP 23.19
Fort Madison	Second	MP 222.02	MP 217.02
	Third	MP 248.18	MP 253.18
Argentine	Fourth	MP 435.00	MP 430.00
<u>EASTERN DIVISION</u>			
Atchison	Atchison	MP 12.0	MP 17.0
Topeka	Atchison	MP 37.62	MP 32.62
Topeka	First (E)	MP 39.69	MP 34.69
Topeka	First (W)	MP 62.53	MP 67.53
Emporia	First (E)	MP 100.34	MP 95.34
Emporia	First (W)	MP 127.1	MP 132.1
Emporia	Second	MP 98.98	MP 93.97
Emporia	Fourth	MP 127.1	MP 132.1
Ottawa	Second (E)	MP 45.27	MP 40.27
Ottawa	Second (W)	MP 68.42	MP 73.42
Ottawa	Third	MP 71.0	MP 76.0
Ottawa	Baldwin	MP 15.62	End of Tower

ARTICLE 24(e) Cont.

Chanute	Third (E)	MP 114.93	MP 109.93
Chanute	Third (W)	MP 140.42	MP 145.42
Chanute	Fourth	MP 140.61	MP 145.61
Chanute	Girard	MP 10.97	MP 15.97
Tulsa	Third	MP 68.82	MP 63.82
Coffeyville	Coffeyville	MP 2.0	MP 0.0
Wellington	Fourth	MP 257.62	MP 252.62
Bartlesville	Third (E)	MP 25.66	MP 20.66
Bartlesville	Third (E)	MP 53.06	MP 58.06
Kansas City	Second	MP 17.97	MP 22.97
Kansas City	First	MP 4.15	MP 9.15

MIDDLE DIVISION

Emporia	First	MP 127.1	MP 132.1
Emporia	Fourth	MP 127.1	MP 132.1
Augusta	Fourth (E)	MP 172.9	MP 167.9
Augusta	Fourth (W)	MP 211.9	MP 216.9
Augusta	Douglass	MP 197.6	MP 202.6
El Dorado	Fourth (E)	MP 160.8	MP 155.8
El Dorado	Fourth (W)	MP 199.6	MP 161.8
Sand Creek	First	MP 173.0	MP 168.0
Sand Creek	Second	MP 199.0	MP 204.0
Sand Creek	Third	MP 198.2	MP 203.2
Wichita	Third (E)	MP 196.0	MP 191.0
Wichita	Third (W)	MP 226.0	MP 231.0
Wichita	Englewood	MP 220.4	MP 230.4
Wichita	Wichita	MP 13.6	MP 18.6
Wellington	Fourth	MP 226.1	MP 221.1
Hutchinson	Second (E)	MP 202.5	MP 197.5
Hutchinson	Second (W)	MP 231.4	MP 236.4
Hutchinson	Fifth	MP 229.9	MP 234.9
Hutchinson	H&S	MP 12.7	MP 17.7
Dodge City	Second	MP 338.9	MP 333.9
Dodge City	First	MP 364.6	MP 369.6
Dodge City	CV	MP 12.7	MP 17.7
Arkansas City	Third	MP 251.1	MP 246.1
Arkansas City	Oklahoma	MP 276.3	MP 281.3
Ponca City	Oklahoma (E)	MP 276.0	MP 269.0
Ponca City	Oklahoma (W)	MP 303.8	MP 308.8
Ponca City	Ponca City	MP 131.9	MP 126.9
Guthrie	Oklahoma (E)	MP 341.7	MP 336.7
Guthrie	Oklahoma (W)	MP 364.8	MP 369.8
Guthrie	Enid	MP 105.5	MP 100.5
Enid	Enid (E)	MP 51.0	MP 46.0
Enid	Enid (W)	MP 75.0	MP 80.0
Oklahoma City	Oklahoma (W)	MP 404.4	MP 409.4
Oklahoma City	Oklahoma (CRIP)	MP 477.0	MP 472.0

KANSAS CITY DIVISION

Argentine	Second (Eastern)	MP 19.0	MP 24.0
Argentine	First (Eastern)	MP 5.6	MP 10.6
Argentine	Fourth (Illinois)	MP 435.0	MP 430.0

COLORADO DIVISION

La Junta	Pueblo	MP 566.87	MP 571.87
La Junta	First	MP 542.15	MP 537.15
La Junta	Second	MP 566.42	MP 571.42
Dodge City	First	MP 364.61	MP 369.61
Dodge City	Second	MP 338.9	MP 333.9
Pueblo	Pueblo	MP 604.909	MP 599.99
Pueblo	Denver (S)	MP 638.23	MP 634.23
Pueblo	Denver (N)	MP 95.77	MP 100.77
Pueblo	Canon City	MP 133.95	MP 138.95
Albuquerque	Fourth	MP 886.99	MP 881.99

PLAINS DIVISION

Amarillo	Second	MP 548.5	MP 523.5
Amarillo	Borger	MP 548.5	MP 004.42
Amarillo	Third	MP 570.35	MP 575.35
Amarillo	Plainview	MP 570.35	MP 575.37
Amarillo	Dumas	MP 13.0	MP 18.0
Amarillo	Third	MP 664.7	MP 639.7
Amarillo	Fourth	MP 664.7	MP 7.91
Wellington	First	MP 250.29	MP 255.29
Wellington	H&S	MP 6.1	MP 16.1
Borger	Borger	MP 12.94	MP 7.94
Lubbock	Fourth	MP 76.11	MP 71.11
Lubbock	Fourth	MP 689.24	MP 694.24
Lubbock	Seagraves	MP 15.0	MP 20.0
Lubbock	Lehman	MP 8.84	MP 13.84
Lubbock	Crosbyton	MP 13.57	MP 18.57
Lubbock	Plainview	MP 660.83	MP 655.83
Slaton	Fourth	MP 687.73	MP 87.9
Slaton	Fifth	MP 702.33	MP 707.33
Slaton	Lamesa	MP 12.0	MP 17.0
San Angelo	Ft. Stockton	MP 730.64	MP 735.64
San Angelo	Sayard	MP 702.66	MP 697.66
Hutchinson	H&S	MP 12.76	MP 17.76
Wichita	Englewood	MP 225.42	MP 230.42
Wichita	Wichita	MP 13.62	MP 18.62
Sweetwater	Fifth	MP 782.21	MP 777.21
Sweetwater	Sayard	MP 626.84	MP 621.84
Sweetwater	Sayard	MP 652.83	MP 657.33

ARTICLE 24(e) Cont.
ARTICLE 25(a)

Hamlin	Hamlin	MP 593.64	MP 588.64
Hamlin	Sayard	MP 620.24	MP 625.24
<u>NEW MEXICO DIVISION</u>			
Belen	Belen	MP 28.63	MP 33.63
Belen	First (AQ)	MP 921.37	MP 916.37
Belen	El Paso	MP 944.95	MP 949.95
Belen	First	MP 883.0	MP 878.0
Hurley	Deming	MP 27.95	MP 22.95
Hurley	Santa Rita	MP 17.0	End of Track
El Paso	El Paso	MP 1139.94	MP 1134.94
Albuquerque	El Paso	MP 915.56	MP 920.56
Albuquerque	Fourth (Colo)	MP 886.9	MP 881.9
Clovis	Third (Plains)	MP 644.69	MP 639.69
Clovis	Fourth (Plains)	MP 644.69	MP 2.58
Clovis	First	MP 669.51	MP 674.51
Clovis	Carlsbad	MP 13.0	MP 18.0

ROAD-YARD MOVEMENTS

****(f) Road freight crews may be required at any point where yard crews are employed to do any of the following are part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc: one straight pick up at another location in the initial terminal (in addition to picking up train) and one straight set out at another location in the final terminal (in addition to yarding the train); one straight pick up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled to the operating unit (units); pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train.

Nothing in this Paragraph (f) is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the August 25, 1978 National Agreement.

ARTICLE 25

SWITCHING LIMITS

** (a) The employes involved, and the carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on the

various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:

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

In the event the carrier and the General Chairman or General Chairmen cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days' notice by the carrier.

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

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Paragraph (c) and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employes the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employes involved, for a period of time

ARTICLE 25(c)
ARTICLE 27

sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employes holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employee elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.

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

** (e) The foregoing is not intended to amend or change existing agreements involving predominantly full-time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in Section 2 hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952. (See Appendix No. 51 for application.)

ARTICLE 26

MEAL PERIODS

* (a) Yard crews will be provided suitable lunchroom facilities.

Yard crews will be allowed twenty minutes for lunch between four and one-half and six hours after starting work, without deduction in pay.

* (b) The lunch period must be started between four (4) hours and thirty (30) minutes and five (5) hours and forty (40) minutes. This applies to both the first and second lunch periods.

(c) Yardmen required to double through two shifts will be allowed a reasonable time to eat before starting second shift.

ARTICLE 27

RECORDS

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

ARTICLE 28

INVESTIGATIONS AND DISCIPLINE

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

Formal investigation(s) will not be scheduled account of a personal injury(s) of an employe(s) unless the Carrier's normal preliminary investigation develops a substantial reason to believe that a violation of a specific operating or safety rule may have occurred which caused such injury. Discipline will not be assessed unless the Carrier proves at the investigation a clear violation of a specific rule by the individual. This does not modify or abrogate the employe's right to accept discipline by record in writing and waive formal investigation.

(From Memorandum of Agreement dated November 10, 1977.)

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

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

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

(b) The investigation shall be conducted by an official of the Company, and the yardman whose case is to be investigated may be assisted as such investigation by one or more employes of his choice, only one of whom may interrogate witnesses.

(c) Prior to the investigation the yardman or yardmen involved will be notified of the charges or of the case to be investigated sufficiently in advance of the time set for investigation to allow reasonable opportunity to secure the presence of necessary witnesses and

ARTICLE 28(c) Cont.
ARTICLE 28(f)

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

(d) Unless otherwise agreed to, all yardmen involved in an investigation shall be present thereat. All witnesses shall, after giving testimony, remain during the continuance of the investigation, unless excused. No one except Company officials, representatives of employes under investigation, and representatives of the Interstate Commerce Commission or state railroad commissions or state corporation commissions will be permitted to interrogate any yardman involved or any witness or otherwise take part in the investigation.

(e) A yardman disciplined as a result of a formal investigation shall be informed of that fact within thirty (30) days after the investigation is completed, unless a longer time limit is mutually agreed to in specific cases.

(f) If the decision as rendered by the Company is not satisfactory, the right of appeal from local to general officers will be duly recognized, and shall be governed by the Time Limit Rule involving discipline matters, as follows:

#(1) A. When discipline has been assessed as a result of a formal investigation and the decision as rendered by the Company is not satisfactory to the employe, an appeal may be taken from that decision. The affected employe or his representative must make the appeal in writing to the Superintendent within sixty (60) days from the date of advice of the assessment of discipline to the employe.

B. If the appeal is to be denied by the Superintendent, he must within thirty (30) days from date of such appeal, notify the employe and his representative, in writing, the appeal is denied.

C. If the decision is not satisfactory to the affected employe or his representative, a request for conference may be initiated within thirty (30) days from the date of the decision of the Superintendent or appeal the claim within sixty (60) days to the General Manager who is the Carrier's highest officer of appeal for cases involving discipline.

D. 1. When a conference is held with the Superintendent, the sixty (60) day period for appeal to the General Manager will start running as of the date the Superintendent advises the employe and his representative in writing, the result of the conference.

ARTICLE 28(f) Cont.

2. If the appeal is to be denied by the General Manager, he must notify the General Chairman, in writing, within sixty (60) days of the date of the appeal, giving the reasons for such declination.

3. Decision by the General Manager shall be final and binding unless within eighteen (18) months from the date of said officer's written decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employe or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may, by agreement, in any particular case, extend the eighteen (18) month period herein referred to.

4. If the division of the General Manager is not satisfactory, the General Chairman must request a conference with respect to the specific claim within the eighteen (18) month period referred to in Paragraph 3. If the General Chairman requests in writing a conference within sixty (60) days of the date of the written decision of the General Manager, the eighteen (18) month period shall not commence until the date of the written decision of the General Manager following such conference.

5. With respect to appeals involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

6. If there is a failure to comply with the time limit provision of this agreement by either party, the matter shall be considered closed, and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of either party for the handling of other similar discipline cases.

7. This agreement will not apply to requests for reinstatement on a leniency basis.

ARTICLE 28(f) Cont.
ARTICLE 28(i)

8. This agreement shall supercede all prior agreements, understandings or practices with respect to progression of claims and/or appeals involving matters of discipline.

(From Memorandum of Agreement dated April 13, 1977.)

(g) If the final decision decrees that charges against the yardman were not sustained, the record shall be cleared of the charge; if the final decision decrees that the yardman was unjustly dismissed after the investigation, he shall be reinstated and paid for all time lost.

(h) No yardman dismissed from the service will be reinstated after being out of service six months from date of dismissal unless such action is concurred in by the United Transportation Union.

(i) The following is agreed to as a principle to govern for yardmen required to attend formal investigations by the Company:

(1) Except as provided in Section (2)A. hereof, yardmen disciplined shall not be compensated for attending investigations unless discipline is found to be unjust and cancelled.

(2) Yardmen not disciplined, and who are required by the Company to deadhead to or from the point where an investigation is held, will be compensated for loss of earnings or for deadheading, whichever is greater.

A. Yardmen disciplined by reprimand or demerit marks only, and who are required to deadhead to or from the place where the investigation is held, shall be compensated for the actual miles to deadheaded at the applicable deadhead rate.

B. Conductors, Trainmen or Yardmen who attend investigations at the request of the Company and not disciplined and who suffer no loss in earnings as a result of such attendance, will be paid on the minute basis at one-eighth (1/8th) of the daily rate applicable to the last service performed, for the actual time require to be in attendance at the investigation, the time to be computed from the time required to report for the investigation until released therefrom with a minimum of three (3) hours.

C. Loss of earnings as provided in Paragraph (i)(2) shall be determined on the following bases for employes covered by this agreement:

1. If assigned to regular tricks, lost earnings shall be the earnings of their assignment on days not permitted to work thereon.
2. Extra yardmen required to attend a formal investigation and who become first out during the time they are held for the investigation shall be marked at the foot of the extra board and paid a minimum day at the foreman's or helper's rate according to the last previous yardman's service performed, for each calendar day or portion thereof held for investigation.
3. Employes eligible for emergency service in higher grades shall not be available therefor while attending investigations, and lost earnings shall be calculated solely as provided herein.

ARTICLE 29

ATTENDING COURT OR INQUEST

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

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

JURY DUTY

*****(c) When an employe is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic

ARTICLE 29(c) Cont.
ARTICLE 30(b)

day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

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

ARTICLE 30

LEAVE OF ABSENCE

(a) Other than as covered in Sections (b), (c) and (d) of this Article 30, leave of absence will not be granted for more than ninety days except in case of sickness or injury the Carrier will, upon written request supported by doctor's recommendation, grant yardman leave of absence and extend such leave until yardman is released by doctor.

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

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

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

EDUCATIONAL LEAVE

* (c)(1) Subject to the approval of the parties, an employe having at least three (3) years seniority, will be granted an educational leave of absence for a specific school term, not to exceed one year per request. Said leave must be to attend a school that is a recognized institution of high learning (university, college, junior college, nursing or technical school offering college credit).

(2) Recipient of educational leave of absence is obligated to attend the school named in the application and to maintain his good standing with United Transportation Union, as uniformly required, for the duration of the leave.

(3) If the recipient wishes to mark up and work before his leave is due to expire, he may do so; however, this will terminate his leave and he shall not be granted another educational leave of absence for a period of ninety (90) days from termination of leave and subsequent educational leave would be subject to the provisions of Paragraph (1) hereof.

(4) An employe, having the seniority required in Paragraph (1) above, cut off in force reduction and having enrolled with or attending a recognized school, as set forth in Paragraph (1) hereof, shall, upon recall, be granted a leave for the remainder of paid school term, if requested.

LAY OFF ACCOUNT ILLNESS OR INJURY

(d) In a lay off of ten days or less duration account illness or injury, verbal contact will be made with Carrier's designated representative. When lay off is to exceed ten days, account illness or injury, a doctor's recommendation must be presented in an employe's behalf within the following ten day period, to avoid being subject to absence without leave, indicating the inability of the employe to perform his normal duties in which case no formal leave of absence will be required to cover the period of time contained in the doctor's recommendation. An employe confined to a hospital will not need such recommendation to cover this period of confinement, but after release from the hospital will present either a recommendation indicating ability to return to unrestricted service or provide in his behalf a recommendation from his attending physician to remain off duty for an approximate period of time, which period need not be

ARTICLE 30(d) Cont.
ARTICLE 31(b)

covered by formal leave of absence, but must be presented in his behalf within the period specified. Any doctor's letter of recommendation which does not contain a specific period of time will be limited to 45 days from date of issuance.

In each instance when, in the attending physician's opinion, an employe is unable to return to unrestricted service, another commendation must be presented in behalf of the employe prior to the expiration of the period of time covered by the prior recommendation. Failing to do so will subject the employe to absence without leave. During this period(s) of time, employe is forbidden from engaging in outside employment or business unless written authority is granted by the Carrier.

An employe who continuous absence extends beyond one year will be required to submit formal leave of absence request for such period(s).

(From Memorandum of Agreement dated November 10, 1977, as amended by Letter Agreement dated June 19, 1978.)

BEREAVEMENT LEAVE

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

ARTICLE 31

SWITCHTENDER'S VACANCIES

(a) In filling the vacancies of position of switchtenders, preference shall be given, as far as possible, to yardmen disabled in the service of the Company, whenever their injuries are not such as to unfit them for the duties of such position. All disabled yardmen desiring to be considered in line for appointment to such vacancies will file their applications with the Division Superintendent of the line upon which their injuries were received.

(b) When the provisions of the above paragraph fail to provide an applicant for a permanent switchtender's vacancy, such vacancy will be advertised under Article 7, switchtenders' rates to apply.

(c) Switchtenders' vacancies of ten (10) calendar days, or less, will be filled under the provisions of Article 9.

ARTICLE 32

APPLICATION FOR EMPLOYMENT

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

****(b) An employe who has been accepted for employment in accordance with Paragraph (a) will not be terminated or disciplined by the carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employe would not have been hired if the carrier had had timely knowledge of it.

PERSONAL RECORDS

(c)(1) A transcript of record of yardmen is to be maintained in the Superintendent's office and all charges against the record of yardmen must be correctly noted thereon, and will be open to inspection by the individual yardman or his representative when authorized in writing. Yardmen shall be notified of any charges against their record; no demerit marks will be charged against a yardman's record until after having first given him a formal investigation, unless he has in writing waived the right for formal investigation and agreed to the charges against his record.

EMPLOYEE INFORMATION

***(2) Commencing June 1975, the carriers will provide each General Chairman with a list of employes who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employes' identification numbers. This information will be limited to the employes covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employe is hired or terminated. Where railroads can not meet the 30-day requirement, the matter will be worked out with the General Chairman.

SENIORITY LISTS

(d) Seniority lists of yardmen shall be issued as of January 1 and July 1 of each year; copies thereof shall be furnished Local Chairman and posted in convenient places in yard offices

ARTICLE 32(e)
ARTICLE 32(g)

where yardmen have access to them. Upon request, Local Chairman shall be furnished list showing names of yardmen removed from seniority rosters, also names of yardmen on leaves of absence for thirty days or more.

CREW BOARDS OR BULLETINS

(e) Crew boards or bulletins shall be kept in each yard office upon which assigned crews, switchtenders and extra men shall be registered.

EMPLOYMENT OF FIREMEN

****(f)(1) Subject to the provisions of Section (2) hereof and the carriers' legal obligations, in the employment of firemen (helpers) employes represented by the United Transportation Union who have established seniority as conductor (foreman), brakeman (yardman-switchman), hostler or hostler helper (but without seniority as a locomotive fireman) will be considered for transfer to positions of locomotive firemen (helpers) in preference to hiring individuals who have not established seniority with the carrier in any class or craft.

(2) Each carrier will establish a procedure which will (a) ensure that such employes have knowledge of fireman (helper) job openings and (b) provide an opportunity for them to apply for transfer to the fireman craft. In selecting an employe from among those making application for a fireman (helper) position, the carrier will take into consideration the relative seniority standing of the applicants and the carriers' physical and other employment standards.

(3) An employe accepting transfer to a fireman (helper) position in accordance with this Article 32(f) shall retain his seniority standing and all other rights in train and/or yard service. However, such employe shall be permitted to exercise such rights only in the event he is unable to hold any position or assignment in engine service.

NOTE: It is understood that employes accepting transfer to fireman between July 7, 1978 and the effective date of this Article will have their seniority preserved as of the effective date of such transfer.

LEAVING SERVICE

(g) Yardmen leaving the service of the Company of their own accord forfeit all seniority rights and they shall not be reinstated.

SERVICE LETTERS

(h) When yardmen leave the service of the Company they shall be given letter stating time of their service, in what capacity employed, and cause for leaving the service. Such letter is to be given at the time of leaving service, and shall be signed and stamped by the Division Superintendent, and service letters from other roads shall be returned to them.

ARTICLE 33

NOTIFICATION OF TIME NOT ALLOWED

When for any reason the time claimed by time slips is not allowed, or if the time slip is not made out correctly they will be returned within sixty (60) days and the reason given therefor.

TIME LIMIT ON CLAIMS

In accordance with principles established in Section 4(C)—Time Limit on Claims—of Agreement dated at Chicago, Illinois, December 12, 1947, between the Carrier's Conference Committees and the employes represented by the Brotherhood of Railroad Trainmen, it is agreed that claims for compensation growing out of agreements between the parties hereto shall be handled as follows:

(a) Penalty time claims may be receipted for locally. If not receipted for locally, the date received by Timekeeping and Payroll Accounting will be controlling. (See Letter 1-08-80 Changing Centralized Timekeeping Bureau to Timekeeping and Payroll Accounting.)

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

(b) If a disallowed claim is to be appealed, such appeal must be made within ninety

ARTICLE 33(b) Cont.
ARTICLE 33(d)

(90) days from date of rejection, either by letter to the highest designated officer of the Carrier for handling time claims or be listed for informal conference with such officer.

When an informal conference is desired, request must be made within ninety (90) days from date of rejection and such conference will be scheduled by the Carrier to be held within sixty (60) days of this date request is received by the Carrier, which may be extended by mutual agreement. Settlements made on claims in informal conference will not be used by either party as a precedent and are not to be referred to by either party. The results of individual claim handling during informal conferences will be provided in writing by the Carrier to the General Chairman within ten (10) days after completion of this conference. (Changed to 90 and 60 days, respectively, by Letter Agreement dated September 4, 1978.)

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

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

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

NOTE (1): Should the General Chairman desire a conference with respect to specific claims after receipt of the decision of the highest officer with respect thereto, he shall notify such highest officer within sixty (60) days of the date of such decision, in which event

the one-year period with respect to such claims shall not commence to run until the date of the decision of the highest officer following such conferences.

NOTE (2): Upon notification from the General Chairman to the highest officer within such one-year period that he has requested International assistance with respect to specific claims, the one-year period with respect to such claims shall be extended for not more than an additional six months. (From July 10, 1975 Memorandum of Agreement.)

(e) All rights of a claimant or crew involved in continuing alleged violations of agreement shall, under this Agreement, be fully protected by continuing to file a claim for each occurrence (or tour of duty) up to the time when such claim is disallowed by the first officer of the carrier. (As amended by Memorandum of Agreement dated April 13, 1977.)

(f) This Agreement recognizes the right of the accredited representatives of the organizations, parties hereto, to file and prosecute claims for and on behalf of the employes they represent.

(g) This Agreement shall not be applicable to grievances other than time claims or to requests for leniency. (Agreement of June 14, 1950, as amended.)

TIME SLIPS, ADJUSTMENTS OF ALLOWANCES, DETAILS OF PAYCHECKS AND BACK PAY

(h) When overpayments have been made to yardmen, except those due to mechanical errors, no deduction shall be made to cover the overpayments, beyond sixty days prior to the date of advice to the individual, with copy to Local Chairman representing the class of employe involved, with respect to deduction to be made.

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

(j) For discrepancies in pay of employes amounting to one day's pay or more, time check to cover the shortage shall be issued to the employe upon request.

ARTICLE 33(k)
ARTICLE 35

(k) When a claim for compensation, which has been appealed by the Local or General Chairman and handled in accordance with the provisions of this Agreement is allowed, the party receiving payment and his duly accredited representative, will be advised in writing of the amount involved and pay roll on which payment will be made.

(l) Details of a train, engine or yard service employe's pay check will be delivered to the employe along with his regular pay check covering the same period where his pay check is scheduled for delivery on the 1st and 15th of the month, and with his regular pay check covering the following period where his pay check is scheduled for delivery on other than the 1st and 15th of the month. (From Memorandum of Agreement dated December 20, 1971.)

*(m) Back pay resulting from national wage agreements will be paid by separate check.

(Pilot and Rider Claims Agreement Appendix No. 53.)

ARTICLE 34

ENGINE EQUIPMENT

(a) All engines assigned in switching service shall be equipped with headlights, footboards and proper grab irons at both ends. Yardmen will not be required to use engines where footboards, grab irons, steps or ladders are unsafe because of not having been properly cleaned.

(b) A seat in the cab of the engine will be provided for the head yardman on all transfer engines.

(c) Yard engines shall be equipped with coolers for drinking water and a suitable box to carry lunch and rain clothes.

Yardmen will not be required to place ice and water on the engine.

ARTICLE 35

CABOOSES TO BE FURNISHED

Cabooses will be furnished to crews performing transfer or drag service.

On yard movements regularly or frequently made between yards or between yard and outlying industry or industrial district, request for caboose, if considered necessary, may be made by Local Chairman upon Superintendent, giving distance traveled daily, etc. If request is not resolved between General Chairman and Superintendent it may be handled by the General

Chairman in regular line of appeal to and including General Manager and caboose will be furnished for this service when conditions warrant.

Caboose not assigned will be retained, conditions warranting.

Caboose will be kept in a safe condition.

(See Appendix No. 52.)

ARTICLE 36

LOCKER ROOM AND FACILITIES

Yardmen working in yards listed in Section 1 of May 7, 1937 Switching Agreement will be provided with a switch shanty or other suitable locker room at points where they go on duty, equipped with cold water drinking facility, heat, lights, wash stands, hot water where practicable, and a sufficient number of lockers for the purpose of keeping clothes, extra equipment and supplies. This facility will be kept in a sanitary condition.

ARTICLE 37

PENALTY FOR AGREEMENT VIOLATIONS

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

ARTICLE 38

PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

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

(a) Covered Conditions:

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

ARTICLE 38 Cont.

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

(b) Payments to be made:

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

(1) Accidental Death or Dismemberment

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

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

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

No more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The Carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under Paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The

Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the Carrier.

(3) Time Loss

The Carrier will provide an employee who is injured as a result of an accident covered under Paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the Carrier for time actually lost, subject to a maximum payment of \$150,000 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

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

(c) Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions:

Benefits provided under Paragraph (b) shall not be payable for or under any of the following conditions:

(1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;

ARTICLE 38 Cont.

- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or an employee passenger who is under the influence of alcohol or drugs who in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended this article provide a guaranteed recovery by an employe or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The Carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the Carrier has made payments pursuant to this article.

The payments provided for above will be made, as above provided, for covered accidents on or after September 1, 1968.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

“In consideration of the payment of any of the benefits provided in Article XI of the Agreement of July , 1968, _____ agrees to be
(employee or personal representative)

governed by all of the conditions and provisions said and set forth by Article XI.”

(From Article XI of UTU National Agreement dated July 17, 1968 as amended by Article XIII of UTU National Agreement dated August 25, 1978.)

ARTICLE 39

TRANSFER AND INTERCHANGE

Designation of Additional Interchange Tracks

** (a) (1) At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

Handling of Interchange Movements

** (2) 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.

** (3) Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run “light” in either direction.

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

ARTICLE 39(a) Cont.
ARTICLE 40(c)

It is agreed, however, that the carriers will cooperate in providing the committee involved with data and other information that will assist in resolution of work equities.

Interchange of Over-the-Road Trains

** (b) (1) At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting carrier or deliver their over-the-road trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or without motive power and/or cabooses.

(2) If road crews referred to in Paragraph (b)(1) of this Article 39 are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

** (c) The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this agreement.

ARTICLE 40

USE OF COMMUNICATION SYSTEMS

** (a) It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this agreement. Existing rules to the contrary are hereby eliminated.

** (b) On roads where rules now exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

** (c) Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

** (d) The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

** (e) Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

** (f) At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

(See Article 16 of Crew Consist Agreement, Appendix No. 36, for requirements for radio when operating reduced crews.)

ARTICLE 41

EXPENSES AWAY FROM HOMW

#(a) When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the Carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

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

#(b) When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Paragraph (a) 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 \$3.85; if held an additional 8 hours a second \$3.85 meal allowance will be allowed.

ARTICLE 41(b) Cont.
ARTICLE 43(a)

NOTE: For the purpose of Paragraphs (a) and (b) of this article, extra board employees shall be provided with lodging and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

(# From Article II of June 25, 1964 National Agreement as amended by Articles XI, VI and IX, respectively, of the UTU National Agreements dated January 27, 1972, August 25, 1978, and October 15, 1982.)

** (c) Effective January 27, 1972, Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover men in train, engine or yard service called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points subject to the following additional conditions:

(1) The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.

(2) Lodging or allowances in lieu thereof where applicable will be provided only when extra 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.

ARTICLE 42

HEALTH AND WELFARE

The agreement relating to the establishment and maintenance of a "health and welfare" and "dental" program is not quoted herein, however such agreement will remain in effect in accordance with the terms of any agreements thereto which provide for health and welfare coverage under the Travelers Insurance Company Group Policy No. GP-12000.

ARTICLE 43

WEARING EYE PROTECTION WHILE ON DUTY

(a) Employee will be required to wear glasses while on duty and working, and will have the option of wearing any type or pair of glasses of their choosing so long as the glasses worn meet the Carrier's medical visual requirements in the employee's particular case.

ARTICLE 43(b)
ARTICLE 44

- (b) Employees will no longer be required to wear industrial safety glasses.
- (c) The wearing of side shields on glasses will be optional for those employees who desire to use them; and they will be supplied by the Carrier on request.
- (d) Employees whose vision condition requires prescription glasses in order to meet Carrier medical requirements, may, if they desire, secure a pair of clear and/or color industrial safety prescription glasses through the Carrier's American Optical Program, and it will pay for the frames and case, and the employee will pay for the lenses and any other associated cost.
- (e) Plano glasses, i.e., non-prescription, will continue to be made available in both clear and color lenses in several styles without cost to employees.
- (f) Replacement glasses will be made available at the Carrier's expense in the same manner as the original glasses were secured when defective and/or worn out and returned.
- (g) The Carrier will provide plano glasses, i.e., non-prescription glasses, at on duty points for employees who have forgotten their glasses, i.e., non-prescription, and those employees will return same at the completion of their tour of duty.
- (h) Employees performing service in the rain or fog may remove same while working when, in their opinion, their vision would be improved by removing their glasses.
- (i) Carrier will not over-react with discipline procedures in cases where employees have not fully complied with this eyeglass program.
- (j) In the future, the Carrier will not be subject to any cost in behalf of any employee other than specifically set forth in Paragraphs (c), (d), (e), and (f) hereof.

(From Memorandum of Agreement dated August 5, 1977.)

ARTICLE 44

PERIODIC RE-EXAMINATION ON OPERATING RULES

For the purpose of establishing a program applicable to employees subject to the rules of the Operating Department and to provide instruction and review classes in connection therewith:

ARTICLE 44 Cont.
ARTICLE 44(h)

IT IS AGREED:

- (a) The Carrier will determine the frequency of the program, i.e., annually, biennial, etc.
- (b) The program for each employe shall consist of a total of eight (8) hours.
- (c) The eight hours may be taken in one session or in two four (4) hour sessions. When taken in one day, there will be a break of not less than one hour between the four hour sessions.
- (d) The instruction and review classes shall consist of oral presentation and multiple choice examination.
- (e) Failure to satisfactorily pass the required examination on first attempt will necessitate a second attempt by the employe within a period not to exceed 30 calendar days from date of first failure, exclusive of any period he is on formal leave of absence or vacation. Written notification by the employe of his availability for the required examination within the period specified herein will be considered as having met the time limit requirements of this Section (e).
- (f) An employe who fails to satisfactorily pass the required examination on second attempt will be suspended and will remain suspended from service until he satisfactorily passes the required examination, which attempts will not be more than 60 calendar days from date of last attempt, even if necessary to schedule special class.

NOTE: At the end of each calendar year, if requested by either party, a meeting will be held to review the provisions of Section (f) for the purpose of mutually agreeing to its continuance. Should the parties fail to reach a mutual understanding concerning its continuance, Section (f) will be removed from this agreement.
- (g) If an employe does not comply with the time limits prescribed in Section (e) hereof, he will be considered as having failed the examination.
- (h) An employe, who earlier in the year was promoted to engineer, conductor or engine foreman, or has undergone an examination on the operating rules as required by other

Company rules, will not be subject to this program in the same calendar year. An employe must, however, undergo and be credited with satisfactorily passing an examination for each calendar year for which classes are held.

(i) It will be the employe's responsibility to attend the instruction and review classes from February 1 through May 31st. No regularly scheduled classes will be held during the months of June, July and August. Those employes not attending classes voluntarily on or before May 31st will be instructed by the Carrier commencing September 1st to attend classes at a time designated by the Carrier. Employes will not be required to attend rules classes during their assigned vacation period. Employes required to attend classes at other than their terminal of assignment, which requires deadheading, will be paid the applicable deadhead rate in addition to the allowance provided herein. When an employe satisfactorily passes the required examination, the employe will be compensated in the amount of \$50.00## subject to subsequent general wage increases. The base of \$50.00 will be frozen for the years 1977, 1978 and 1979.

(# From Agreement dated December 14, 1976.)

(## Effective January 1, 1983 \$92.75.)

ARTICLE 45

REPRESENTATION

(a) The United Transportation Union, while having representation of yardmen, holds sole and exclusive bargaining rights governing wages, hours and working conditions for such yardmen.

(b) The proper officer of the Company will hear any reasonable complaint, grievance or claim made by individual yardmen, or by the committee of the Organization duly authorized to represent yardmen on this property.

(c) The right of appeal in the case of complaints, grievances, including reinstatements, and claims is restricted to the claimant employe or the duly authorized representative of the Organization having representation of yardmen on this property.

ARTICLE 46

INTERPRETATION OF SCHEDULE

Questions involving interpretation of this schedule shall be decided by the parties signatory hereto. Disputes not disposed of by these parties shall be handled in accordance

ARTICLE 46 Cont.
ARTICLE 48

with the provisions of the Railway Labor Act, as amended.

ARTICLE 47

CAPTIONS

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

ARTICLE 48

ENACTING AND TERMINATING CLAUSE

This agreement became effective September 1, 1966 and has been reprinted as of October 1, 1983 to reflect that set forth in the PREAMBLE and to reflect rates effective July 1, 1983.

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

For THE ATCHISON, TOPEKA AND SANTA FE RAIL COMPANY –
EASTERN AND WESTERN LINES, EXCLUDING NORTHERN, SOUTHERN AND
CHICAGO TERMINAL DIVISIONS

F. L. Elterman
Vice President – Personnel
And Labor Relations

For the UNITED TRANSPORTATION UNION

M. R. Hicks
General Chairman

J. G. Bailey
Vice Chairman

J. H. Murphy
Secretary

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

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
100.....	5' 00"	135.....	6' 45"
101.....	5' 03"	136.....	6' 48"
102.....	5' 06"	137.....	6' 51"
103.....	5' 09"	138.....	6' 54"
104.....	5' 12"	139.....	6' 57"
105.....	5' 15"	140.....	7' 00"
106.....	5' 18"	141.....	7' 03"
107.....	5' 21"	142.....	7' 06"
108.....	5' 24"	143.....	7' 09"
109.....	5' 27"	144.....	7' 12"
110.....	5' 30"	145.....	7' 15"
111.....	5' 33"	146.....	7' 18"
112.....	5' 36"	147.....	7' 21"
113.....	5' 39"	148.....	7' 24"
114.....	5' 42"	149.....	7' 27"
115.....	5' 45"	150.....	7' 30"
116.....	5' 48"	151.....	7' 33"
117.....	5' 51"	152.....	7' 36"
118.....	5' 54"	153.....	7' 39"
119.....	5' 57"	154.....	7' 42"
120.....	6' 00"	155.....	7' 45"
121.....	6' 03"	156.....	7' 48"
122.....	6' 06"	157.....	7' 51"
123.....	6' 09"	158.....	7' 54"
124.....	6' 12"	159.....	7' 57"
125.....	6' 15"	160.....	8' 00"
126.....	6' 18"	161.....	8' 03"
127.....	6' 21"	162.....	8' 06"
128.....	6' 24"	163.....	8' 09"
129.....	6' 27"	164.....	8' 12"
130.....	6' 30"	165.....	8' 15"
131.....	6' 33"	166.....	8' 18"
132.....	6' 36"	167.....	8' 21"
133.....	6' 39"	168.....	8' 24"
134.....	6' 42"	169.....	8' 27"

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
170.....	8' 30"	185.....	9' 15"
171.....	8' 33"	186.....	9' 18"
172.....	8' 36"	187.....	9' 21"
173.....	8' 39"	188.....	9' 24"
174.....	8' 42"	189.....	9' 27"
175.....	8' 45"	190.....	9' 30"
176.....	8' 48"	191.....	9' 33"
177.....	8' 51"	192.....	9' 36"
178.....	8' 54"	193.....	9' 39"
179.....	8' 57"	194.....	9' 42"
180.....	9' 00"	195.....	9' 45"
181.....	9' 03"	196.....	9' 48"
182.....	9' 06"	197.....	9' 51"
183.....	9' 09"	198.....	9' 54"
184.....	9' 12"	199.....	9' 57"

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

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

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

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

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

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

APPENDIX

The agreements and agreed understandings which follow have been verified.

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

For THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY –
ESTERN AND WESTERN LINES, EXCLUDING NORTHERN, SOUTHERN AND
CHICAGO TERMINAL DIVISIONS

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

For the UNITED TRANSPORTATION UNION

M. R. Hicks
General Chairman

J. G. Bailey
Vice Chairman

J. H. Murphy
Secretary

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

It is understood and agreed that in yards where the yard schedule is in effect (either terminal yards or those at intermediate points) the rules and rates of pay pertaining to yard service, as continued in the respective agreements between the Carrier and the Organizations signatory hereto, shall govern in the performance of all yard service, as such service is hereinafter described, in accordance with Western Train Service Board Decision No. 3019, 3020, 4081, 5016, 5017, 5730, 5751, 5752, 5756, 5757 and National Railroad Adjustment Board Awards Nos. 146, 411, and 429.

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

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

Chicago-18 th St.	Altus
Corwith	Waynoka
Joliet	Canadian
Streator	Pampa
Chillicothe	Borger
Galesburg	Amarillo
Shopton	Clovis
Marceline	Ottawa
Argentine	Chanute
Emporia	Independence
Atchison	Winfield
Leavenworth	Tulsa
Topeka	Frontenac
Newton	Cherryvale
Eldorado	Coffeyville

APPENDIX NO. 1 Cont.

Florence	Bartlesville
Augusta	Hutchinson
Wichita	Great Bend
Arkansas City	Dodge City
Ponca City	La Junta
Guthrie	Pueblo
Oklahoma City	Canon City
Purcell	Colorado Springs
Cushing	Trinidad
Shawnee	Raton
Enid	Vaughn
Las Vegas	Belen
Albuquerque	Lubbock
El Paso	Slaton
Hurley	San Angelo
Wellington	Hamlin
Fairview	McCamey

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

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

3. That neither road crews, nor members thereof, nor any classes of employes other than yardmen will be used in yard service as described in Section 2, when there is a yard engine on duty, except in case of emergency. An emergency is defined as wreck, washout or other unforeseen occurrence necessitating immediate action to prevent loss of life, injury to person or damage to property. In such emergency cases, the crew will be paid not less than the minimum allowance specified herein. If used, however, in other

than an emergency they will be paid not less than a minimum day at yard rates, separate and apart from all other earnings. Likewise, yardmen who hold seniority and are available in yards where such road crews or others are used, will be paid not less than a minimum yard day in each such instance.

4. In yards where the yard schedule is in effect, as described in Section 1, road crews may be used to perform yard service as described in Section 2 when there is no switch engine on duty; such road crews to be compensated on the basis of actual time consumed, with a minimum of 1 ½ hours for 45 minutes or less and 2 hours for over 45 minutes, at the yard rate, separate and apart from all other earnings, and the time so paid for will be deducted from total time of the road trip. Actual time as referred to herein will be computed as follows:
 - (a) At initial terminals, all time from the time the crew is called to go on duty until all switching service has been completed, and the engine is finally coupled to the train.
 - (b) At final terminals, all time from the time the train arrived, as indicated on train register, until all switching service has been completed, and the crew is finally released.
 - (c) At intermediate yards, the actual time used in the performance of switching service, not in connection with the road crew's own train, exclusive of either setting out or picking up or both. Setting out or picking up on more than one track will be considered switching service not in connection with the train.

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

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

APPENDIX NO. 1 Cont.
APPENDIX NO. 2

5. In any of the yards referred to in Section 1, where the service is performed by only one or two yard engines, such yard engines will perform all the service that is available or would become available within thirty minutes from the assigned off-duty time for the yard engine, regardless of the fact that such handling may cause the yard crew to work overtime. This provision is made in order to reduce to the very minimum the amount of switching that may be required of road crews.
6. In all terminal yards where the yard schedule is in effect as defined in Section 1 and extra yard men are available, and for three consecutive working days the switching service rendered by road crews as defined in Sections 4-(a) and 4-(b) amounts to five hours in any eight-hour period, yard engines manned by yard crews will thereafter be used to perform such service so long as this amount of switching continues.
7. Nothing in this agreement shall be construed as either extending or abridging seniority rights of any employe involved.
8. This agreement is to become effective May 1, 1937, and to remain in effect for a period of one year and thereafter, subject to thirty days' written notice by either party upon the other of its desire to cancel, with the further understanding that any of the Four Organizations signatory hereto may withdraw from this agreement upon serving thirty days' written notice upon the carrier of its desire to do so, regardless of the action of the other organizations; provided that if either the Order of Railway Conductors or the Brotherhood of Railroad Trainmen withdraw, such action will automatically cancel this agreement for both the Order of Railway Conductors and the Brotherhood of Railroad Trainmen.

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

- APPENDIX No. 2 -

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

It is agreed:

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

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

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

“That yard service shall be considered as consisting of:

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

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

The following exception is agreed to:

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

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

3. Work Trains Manned by Road Crews:

APPENDIX NO. 2 Cont.

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

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

4. Stock Loading or Unloading: Deleted.
5. Turning on Wyes – Motor Cars, Trains, Light Engines:

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

Exception (a). Deleted.

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

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

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

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

It is understood that doubling trains over, either inbound or outbound, is switching under the May 7, 1937 Memorandum of Agreement and should be paid for accordingly, except

when conditions exist which necessitate doubling trains over, in which event no payment will be made under the switching agreement.

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

7. Pekin:

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

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

- APPENDIX No. 3 -

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

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

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

- APPENDIX No. 4 -

Letter Agreement, Assistant to Vice-President Kirkpatrick of the Carrier to Vice-President Coyle, Brotherhood of Railroad Trainmen, February 2, 1944:

“The work of clearing of derailments or other accidents necessitating the use of a wrecker, when performed exclusively within switching limits in yards where the yard agreements and the May 7,

APPENDIX NO. 4 Cont.
APPENDIX NO. 6

1937 Switching Agreement are applicable, is work covered by these agreements, but this does not prohibit the use of road crews to rerail cars in their own train which may become derailed within such switching limits and where a wrecker is not used.”

- APPENDIX No. 5 –

Letter Agreement, Assistant to Vice-President Kirkpatrick of the Carrier to Vice-President Coyle, Brotherhood of Railroad Trainmen, February 14, 1944:

“The piloting of self-propelled machines (other than track motor cars and air compressors) engaged in the maintenance of track and structures and moving exclusively upon tracks within switching limits of yards where the yard agreements and the switching agreement of May 7, 1937 are effective is work covered by those agreements.”

- APPENDIX No. 6 –

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

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

IT IS AGREED:

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

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

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

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

Section 5. No less than ten (10) days prior to the date to be designated as specified in Section 1 hereof, the Company will give to the respective General Chairmen of the Organizations signatory hereto, written notice of such designated date.

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

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

Signed at Topeka, Kansas, July 10, 1952.

(Signatures not reproduced. Signed by General Managers More and Buchanan and General Chairmen Heath, Taylor, Stephens and Bentley)

APPENDIX No. 7

COMBINATION ROAD-YARD

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

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

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching

APPENDIX NO. 7 Cont.

is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

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

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

Where a carrier proposes to 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 Section 1.

2. The provisions of Section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.
3. Road crews may perform any yard service at yards where yard crews are not employed.
4. Road crews may continue to perform any yard service not permitted, without additional payments if such payments are not now required.
5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.
6. No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated assignments, etc.
7. Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.
8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under Section 7 hereof.
9. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are compensated under the provisions of Section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

APPENDIX NO. 7 Cont.
APPENDIX NO. 8

10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of Section 1 of this Article.
11. Every employe deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

APPENDIX NO. 8

VACATIONS

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

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

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

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

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

(b) Effective January 1, 1973, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having 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 employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

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

APPENDIX NO. 8 Cont.

(c) Effective January 1, 1982, each employe, 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 employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service not less than one thousand two hundred and eighty (1280) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this section 1(c) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

(d) Effective January 1, 1982, each employe, 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 employe renders service under schedule agreements held by the organizations signatory to April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service renders service of not less than twenty-seven hundred twenty (2720) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

(e) Effective January 1, 1973, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having 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 employe 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 year 1960, in the application of this Section 1(e) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

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

(f) (Not applicable.)

(g) Calendar days on which an employe 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 employe is absent from and unable to perform service because of injury received on duty will be included.

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

(h) Where an employe 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.

APPENDIX NO. 8 Cont.

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

(i) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employe on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employe's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) In instances where employes who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employes in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(l) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days, in such year on which he was in the Armed Forces,

he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

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

General

(a) An employe 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 employe under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 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 at the rate of the last service rendered, except as provided in subparagraph (b).

(b) Beginning on the date Agreement "A" dated September 25, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employes and employes having interchangeable yard and road rights covered by said agreement are concerned:

Yard Service

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

Combination of Yard and Road Service

(2) An employe 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 employe under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)), during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employe is working in road service such pay for each

APPENDIX NO. 8 Cont.

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 employe 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 employe's own accord under any guarantee rules and will not be considered as breaking such guarantees.

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

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

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 employe at end of his vacation period, the number of vacation days at the request of the employe may be reduced in one year and adjusted in the next year.

(b) - After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

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

Section 9 - The terms of this agreement shall not be construed to deprive any employe of such additional vacation days as he may be entitled to received under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employes, and with respect to any yard service employe having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

Section 10 - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employe members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes of 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.

APPENDIX NO. 8 Cont.

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

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

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

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

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

Memorandum

Chicago, Illinois, April 29, 1949

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

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

APPENDIX NO. 8 Cont.

1. A trainman in passenger service, on a trip of 300 miles upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employe in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1 ¼ basic days.
3. An employe in freight service on a run of 125 miles, with total time on duty of 12 hours on the trip, will be credited with 1 ½ basic days.
4. An employe in yard service working 12 hours will be credited with 1 ½ basic days.
5. An employe in freight service, run-around and paid 50 miles for same, will be credited with ½ basic day.
6. An employe in freight service, called and released and paid 50 miles for same, will be credited with ½ basic day.
7. An employe in freight service, paid no overtime or other allowances, working as follows:

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

will be credited with seven basic days.

8. An employe in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

APPENDIX NO. 8 Cont.

11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1 1/8 basic days.
13. An employe in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employe is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.
15. An employe is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

(Signatures not reproduced)

Interpretation of Continuous
Service Provisions of
Section 1 of Vacation Agreement

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

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

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

(Signatures not reproduced)

APPENDIX NO. 9

SPLIT VACATIONS

Agreement of November 11, 1964
and amendment effective January 1, 1966

(Sections identified by (#) are from amendment effective January 1, 1966.)

MEMORANDUM OF AGREEMENT by and between The Atchison, Topeka and Santa Fe Railway Company, Eastern Lines, not including Chicago Terminal Division, and yardmen represented by the Brotherhood of Railroad Trainmen concerning scheduling of vacations.

IT IS AGREED:

#1. Effective January 1, 1966, yardmen subject to the terms of the National Vacation Agreement of April 29, 1949, as amended, who qualify for two, three, four or five weeks' vacation, under the provisions of said National Agreement, will, upon written request, be permitted to split the vacation subject to the terms and conditions of this Memorandum of Agreement.

#2. (a) The vacation period of yardmen who qualify for two weeks' vacation may be split into not more than two periods of one week each.

(b) The vacation period of yardmen who qualify for three weeks' vacation may be split into not more than two periods as follows:

(b-1) One week for the first period and two weeks for the second period; or,

(b-2) Two weeks for the first period and one week for the second period.

(c) The vacation period of yardmen who qualify for four weeks' vacation may be split into not more than two periods as follows:

(c-1) Two weeks for the first period and two weeks for the second period; or,

(c-2) Three weeks for the first period and one week for the second period; or,

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(c-3) One week for the first period and three weeks for the second period.

(d) The vacation period of yardmen who qualify for five weeks' vacation may be split into not more than two periods as follows:

(d-1) Two weeks in the first period and three weeks in the second period; or

(d-2) Three weeks in the first period and two weeks in the second period; or

(d-3) One week in the first period and four weeks in the second period; or

(d-4) Four weeks in the first period and one week in the second period.

3. The Company will assume no additional expense incident to splitting vacations as a result of this Agreement.

#4. In the event an employe scheduled for a split vacation as a yardman is working as a road trainman at the time of his first scheduled vacation period, such employe shall be governed by the split vacation agreement covering road trainmen.

5. Yardmen desiring to split their vacation into two periods must make application therefor during the time applications are being accepted and prior to the issuance of the annual vacation schedule. No change in such application may thereafter be made.

6. When two vacation periods are requested, only one of such periods will be assigned during the months of June, July or August.

7. After all yardmen have been assigned a vacation period, the remaining vacation period of yardmen who requested split vacation periods will be assigned for available remaining periods with due regard to seniority standing of the employe consistent with requirements of the service.

8. A yardman assigned to an outlying point, who requests and is assigned a split vacation, shall begin each of such vacation periods on the first day of his current work week. In the application of Section 5, Appendix 10 of the current Yardmen's Schedule, it is understood that under this Split Vacation Agreement the starting date of the vacation periods shall be changed to the first day of his assigned work week either immediately preceding or following his originally scheduled vacation dates.

#9. When an employe's second, eighth, seventeenth or twenty-fifth anniversary of employment occurs in a year in which he has qualified to receive additional vacation and the employe by scheduling and starting his vacation after the anniversary date will be entitled to an additional week's vacation, subject to the accumulation of 320, 1280, 2720 or 4000 days respectively, he must, in order to qualify for the additional week's vacation under this agreement, schedule and start the first period of the split vacation on or after the second, eighth, seventeenth or twenty-fifth anniversary date of his employment.

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

11. In the application of Section (8) of the Agreement dated November 30, 1960, between the Railroads represented by the Eastern, Western and Southeastern Carriers' Conference Committees and Employes represented by the Brotherhood of Railroad Trainmen, it is understood any employe whose relationship is terminated, and has no further connection with the Company will, upon such termination, be allowed any compensation due for a qualified vacation in that calendar year as well as any compensation due if qualified for a vacation in the succeeding year. It is further understood that after having received the vacation allowance, said employe, if later reinstated to service prior to the scheduled vacation period in that calendar year, his vacation for that calendar year, as well as the succeeding year, will be considered as having been completed and no further vacation or allowance in lieu of vacation will be due in that year. Vacation will be scheduled in the calendar year following the employe's restoration to service in the usual manner, and payment for vacation for that year computed in the usual way as if there had been no interruption of service, and any adjustment due when compared with the allowance previously made for vacation at the time service was terminated will be adjusted.

NOTE: (1) In the application of Section 11, of this Appendix No. 9, any trainman or yardman whose employment relationship is terminated and has no further connection with the Company, will, upon such termination, be allowed any compensation due for a qualified vacation in that calendar year as well as for any compensation due if qualified for a vacation in the succeeding year.

APPENDIX NO. 9 Cont.

- (2) It is further understood that after having received the vacation allowance, said employe, if later reinstated to service prior to the scheduled vacation period in the calendar year in which his services were terminated, will be considered as having completed his vacation for that calendar year, and no further vacation or allowance in lieu of vacation will be due for that year.
- (3) The employe's vacation in the succeeding year, in the amount of time paid for, will also be considered as having been completed and he will not be required to take such time off.

If the reinstated employe qualifies for vacation time in the succeeding year, in addition to that previously paid for, he will be required to take such additional vacation time off.

- (4) For record purposes, a vacation will be scheduled in the calendar year following the employe's restoration to service in the usual manner, which is to include the amount of time paid for when removed from service and for any additional time that he might have qualified for as set forth in Item (3). Payment for vacation will be computed in the usual way, and any adjustment due compared with the allowance previously made for vacation at the time service was terminated will be allowed.

(From Memorandum of Agreement between General Managers Olson and Stuppi and General Chairman Gloystein, effective 1-1-68.)

12. The provisions of Paragraphs 4 and 8 of this Agreement are not applicable on the Kansas City Division.

13. The Agreement covering this subject on the Kansas City Division, effective January 1, 1964, and similar Agreement on the Middle Division dated August 6, 1964, are cancelled as of December 31, 1964.

APPENDIX NO. 9 Cont.
APPENDIX NO. 10

14. This Agreement may be cancelled at the end of any calendar year by the serving of 90 days' written notice by either party.

(Signatures not reproduced. Signed by General Manager Olson for the Carrier and General Chairman Faulkner for the Brotherhood of Railroad Trainmen.)

NOTE: The above are Eastern Lines agreements. Western Lines agreement dated October 5, 1964 and amendment dated October 7, 1965 signed by General Manager Stuppi and General Chairman Faulkner identical except Sections 12 and 13 in the Eastern Lines agreement do not appear in Western Lines agreement, and Section 14 of the Eastern Lines agreement identified as Section 12 in Western Lines agreement.

APPENDIX NO. 10

MEMORANDUM OF AGREEMENT entered into and signed at Topeka, January 5, 1945, as amended by agreement effective January 1, 1961, as amended January 21, 1977 and by letter agreement dated October 25, 1965.

(Section identified by (#) is from amendment effective January 1, 1961, and sections identified by double (##) are from letter agreement dated October 25, 1965.)

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

##(1) Bulletins will be posted in December, on each division, requesting each employe to express in writing his first, second and third choice of preferred starting date of vacation period.

##(2) Vacation schedules will be prepared by the Local Chairman and a representative of the Carrier on each division and will provide for a specific vacation period(s) for each employe qualifying for vacation, due consideration being given to employes' seniority, choice of vacation periods and the needs of the service.

(3) The classification, e.g. conductor, brakeman, engineer, fireman, etc. in which an employe is working at the time the vacation schedules are prepared will determine the schedule on which his name will appear, with the understanding that (1) no change will be made in the original vacation schedule even though an employe may be subsequently promoted or demoted to another class, and (2) his vacation allowance will be computed under the terms of the vacation agreement

APPENDIX NO. 10 Cont.

covering the classification in which the employe is working at the time of his vacation. For example, if an employe was originally scheduled for a vacation as a brakeman, but is working as a conductor at the time he was scheduled to start his vacation, no change will be made in his vacation dates, and he will be paid for the vacation or in lieu thereof under the terms of the Conductors' and Firemen's Vacation Agreement.

(4) Appropriate bulletins will be posted designating the vacation periods assigned to the respective employes.

(5) When the scheduled starting date of a regularly assigned yardman's vacation falls on other than the first day of his work week, he may, not later than seven (7) calendar days prior to such date, by written notice to the yardmaster, request that the starting date of his vacation be changed to the first day of his assigned work week immediately preceding or following his originally scheduled vacation date. Service requirements permitting (Management to be the judge), his request will be granted and he will commence his vacation on the newly selected date regardless of possible subsequent changes in his assignment.

It is further understood that no time claims will be submitted by or on behalf of extra men, or regularly assigned men on their days off, when a yardman, under this program, is permitted to work one or more days of the vacation period originally assigned to him.

This program will be placed in effect January 1, 1961, and will continue thereafter subject to cancellation by either party upon ten (10) days written notice.

##(6) In the event no extra or relief employe is available to relieve an employe for scheduled vacation, he will be paid in lieu of ungranted vacation, it being understood that the protection of the current service needs will take precedence over the relief of employes for vacation purposes. In the event it is considered necessary to cancel vacations, the division supervision will contact the local chairman of the class concerned; however, the Company necessarily must continue to be the judge as to requirements for protecting the service.

(7) No claims will be presented in behalf of or allowed to extra or relief employes in instances where it is impossible to relieve employes for vacations, and they are paid in lieu thereof as outlined in Item 6 above.

(8) Trip tickets covering claims for vacations granted or for allowances in lieu of ungranted

APPENDIX NO. 10 Cont.
APPENDIX NO. 12

vacations will be submitted by the employes.

##(9) Deleted.

(Signatures not reproduced. Signed by General Managers Lautz and Jefferis and General Chairmen Kowalski, Stephens, Taylor and Mullen.)

APPENDIX NO. 11

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

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

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

APPENDIX NO. 12

Letter Agreement, General Managers More, Buchanan, Gray and Cowley to Vice President Chase, Brotherhood of Railroad Trainmen, June 23, 1950, confirmed by Mr. Chase, June 29, 1950, as amended by letter agreement dated October 25, 1965:

This will confirm understanding had at our conference of June 14th in Chicago, as Clarified by Mr. Kirkpatrick in a conversation with you on June 20th.

APPENDIX NO. 12 Cont.
APPENDIX NO. 13

We agreed that in those instances wherein yardmen worked as extra yardmasters, but qualify for a vacation under the yardmen's vacation agreement by working the required 160 days, we would compensate them for their vacations on the basis of their combined earnings as yardmen and yardmasters, but that, in instances wherein such yardmen were granted or paid in lieu of vacations under the Yardmasters' Agreement, the amount of such payment would be deducted from the total vacation allowance so that no individual would receive a greater vacation allowance under both agreements than he would receive under either.

This can be illustrated by the following Example:

1/20th of total earnings amounts to \$150.000
Paid for vacation under Yardmasters' Agreement \$50.00
Additional amount due \$100.00

Please confirm this understanding giving Mr. Kirkpatrick a copy thereof, and we will issue the necessary instructions to make it effective.

We expect to write you shortly with respect to the question of combining service under both agreements for vacation qualifying purposes after we have had an opportunity to have some further local discussions.

APPENDIX NO. 13

MEMORANDUM

At Chicago, September 14, 1951

In pursuance of the informal understanding between Messrs. Chase and Kirkpatrick that they would review so-called meritorious cases involving yardmen who failed to qualify under the Vacation Agreement effective July 1, 1949, but who had additional service in the yardmasters class they met in Chicago today, being accompanied by Messrs. Dyer, Soule, Brownell and Enderele, and General Chairmen Luna, Bently and Morgan. They considered a docket of eight cases, three of which had been submitted to the so-called Section 10 Committee, and, in order to remove any uncertainty as to what might constitute a "meritorious case" under such informal understanding, they agreed that an employe subject to the provisions of the Vacation Agreement of July 1, 1949 who has a minimum of 100 days' service as a yardman and sufficient additional

service in the yardmaster class to equal a total of 260 days' service in a calendar year will be considered eligible for vacation under the Vacation Agreement of July 1, 1949. It was further agreed that, if and when Agreement "A" signed in Washington, D.C. on May 25, 1951 becomes effective, an employe who has had a minimum of 83 days of service as a yardman, plus sufficient additional service in the yardmaster class to equal 216 days of service in a calendar year, will be considered eligible for vacation under the Vacation Agreement of July 1, 1949. In making payments under the Vacation Agreement of July 1, 1949, the proposal of the General Managers to Mr. Chase of June 23, 1950, as accepted by him in his letter to the General Managers written at Chicago, Illinois on June 29, 1950, shall govern.

Finally, it was understood that the above understanding supersedes all other understandings between Messrs. Chase and Kirkpatrick as to the handling of so-called "meritorious cases." Under the above understanding, the three so-called "meritorious cases" now pending before the Section 10 Committee will be withdrawn from that Committee and disposed of in accordance with the above understanding.

* * * * *

The above understanding will apply for the future in determining what is a "meritorious case", and it will no longer be necessary for Messrs. Kirkpatrick and Chase to consider such cases.

(Signatures not reproduced. Signed by Assistant to Vice President S. C. Kirkpatrick for the Carrier and Vice President Wm. E. B. Chase for the Brotherhood of Railroad Trainmen)

APPENDIX NO. 14

MEMORANDUM OF UNDERSTANDING entered into March 20, 1952, by and between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines, Panhandle and Santa Fe Railway Company, and their employes in yard service represented by the Brotherhood of Railroad Trainmen, placing in effect the Five-Day Work Week provisions of Article 3 of the so-called Agreement "A" entered into at Washington, D.C., May 25th, 1951 (hereinafter referred to as Agreement "A").

IT IS AGREED THAT:

- Item 1. (No longer pertinent)
- Item 2. (No longer pertinent)

APPENDIX NO. 14 Cont.

Item 3. (No longer pertinent)

Item 4. (No longer pertinent)

Item 5. Under Section 3-(e) of Article 3 of Agreement "A" the Superintendent and Local Chairman will cooperate to the fullest extent as indicated in said Section 3-(c). When individual reliefs are established as provided in Section 3-(e) of Agreement "A" they shall be established either as foreman or helper or a combination of foreman or helper to provide all days in a relief assignment as nearly as possible within the same starting time spread.

Item 6. Section 7-(a), 7-(b) and 7-(c) of Article 3 of Agreement "A" recognize the right of the Management to annul regular or regular relief jobs or assignments. An employe or employes assigned to a regular job on a day when it is annulled may observe the following procedure:

(a) May stand by and lose the day if they so desire.

(b) May exercise seniority displacement or declare for the extra board, in which event their regular assignment will be considered vacated and bulletined.

(c) If the employe desires to make seniority displacement as outlined in (b) of this Item and is unable due to his seniority or for other reasons to displace, he may if he so desires go to the extra board for that day and return to his regular assignment with the understanding that if the performance of extra service prevents the employe working on his own assignment on the next working day, the employe will have no claim for compensation for his regular assignment.

(d) If the employe takes the extra board under (c) of this Item 6 and does not secure work from the extra board on the day his assignment is annulled, he may if he so desires, on his following days off also be placed on the extra board and operate under the same conditions as indicated in (c) of this Item.

(e) If the day on which an employe's assignment is annulled immediately precedes the days off of his regular assignment and the employe goes to the extra board under the operation of (c) of this Item, he will hold the turn on the extra board until he either makes a day or by proper notice takes himself off the extra board, with the understanding that he is available for his regular assignment on time with eight hours' free time to work.

(f) If the employe in the operation of (c) hereof is unable to bump but does not go to the extra board on the day on which his assignment is annulled, he may not thereafter go on the extra board as provided in (d) of this Item to attempt to secure the additional straight time day.

Item 7. Section 12-(b) of Article 3 of Agreement "A" is understood also to be applicable to pilots, engine herders, skatemen and bleeders.

Item 8. The provisions of Article VI-a and VI-g and of the second paragraph of Article IX (now Article 4(a), 4(g) and 5(b) of the Yardmen's Schedule in effect April 30, 1952, are understood to be amended to the extent necessary to conform to Sections 3-a, 3-b and 3-d of Article 3 of Agreement "A".

Item 9. The within does not modify nor in any manner affect schedule rules or Agreements in effect as of April 30, 1952, except as specifically provided herein.

Item 10. The within written understandings shall continue in effect from and after the effective date (May 1, 1952) as specified in Item 2 hereof until terminated on thirty (30) days' written notice served by either party signatory hereto on the other.

Signed at Topeka, Kansas, March 24, 1952.

(Signatures not reproduced. Signed by General Managers More and Buchanan for the Carrier and General Chairman Bentley and General Secretary Faulkner for the Brotherhood of Railroad Trainmen)

APPENDIX 15

PAID HOLIDAYS

The following provisions shall apply to yardmen as follows:

Section 1 – Deleted.

Section 2 – Regularly Assigned Yard Service employees.

(a) Each regularly assigned yard service employe, who meets the qualifications provided in Paragraph (b) hereof, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays:

APPENDIX NO. 15 Cont.

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

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

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

(From Article IV – Paid Holidays – Sections 1 and 2(a) of April 5, 1957 Agreement; July 17, 1968, January 27, 1972, January 29, 1975, November 10, 1976 and October 15, 1982 UTU National Agreements.)

(b) To qualify, a regularly assigned employe must be available for or perform service as a regularly assigned employe on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employe must fulfill such assignment. However, a regularly assigned yard service employe whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service employe 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 yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employe's work week, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

NOTE 1: A regularly assigned yard service employe who qualifies for holiday pay under Paragraph (b) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the workday

immediately preceding or following the holiday or on the holiday.

NOTE 2: A regularly assigned yard service employe whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employe who is displaced from a regular assignment as a result thereof as set forth above in Paragraph (b), and who reverts to the extra board, will be considered “available” if he marks himself on the extra board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

NOTE 3: An employe will be deemed to have performed service or fulfilled his assignment if he is required by the Carrier to perform other service in accordance with rules and practices on the Carrier.

NOTE 4: Refer to Section 4 hereof for Special Qualifying Provision Christmas Eve and Christmas Day, Thanksgiving Day and Day After Thanksgiving Day, New Year’s Eve and New Year’s Day.

(From Article I—Paid Holidays—Section 2(b) of November 30, 1960 Agreement; as amended by July 17, 1968 and October 15, 1982 UTU National Agreements.)

(c) Yard service employes who work on any of the eleven specified holidays 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, and the allowance of one basic day’s pay provided for in Paragraph (a) of this Section 2 for qualifying employes shall be in addition thereto.

(From Article IV—Paid Holidays—Section 2(c) of April 5, 1957 Agreement and Article I—Paid Holidays—Section 1(b) of June 25, 1964 Agreement as amended by July 17, 1968, January 27, 1972, January 29, 1975 November 10, 1976 and October 15, 1982, UTU National Agreements.)

(d) In yards operating under strict seniority or markup boards determination of “regularly assigned employes” for the purpose of applying the qualifying provisions of Paragraph (b) of this Section 2 shall be the subject of negotiations on the individual properties.

APPENDIX NO. 15 Cont.

(From Article IV—Paid Holidays—Section 2(d) of April 5, 1957 Agreement.)

(e) This Section 2 applies only to regularly assigned yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Except as provided for in Note 3 to Section 2(b) above, each of the qualifying days of service provided in Paragraph (b) of this Section 2 must be performed in yard service.

(From Article I—Paid Holidays—Section 2(e) of November 30, 1960 Agreement.)

(f) Existing weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to Paragraph (a) of this Section 2, unless the regularly assigned employee fails to qualify under Paragraph (b) of this Section 2, shall satisfy such guarantee. Nothing in this Section 2 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) of this Section 2.

(g) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month will not apply to the eleven holidays herein referred to but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this section, will apply.

(h) As used in this Section 2, the terms "workday" and "holiday" refer to the day to which service payments are credited.

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

(j) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a work day or a vacation day.

(k) Nothing in this Section 2 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.

(From Article IV—Paid Holidays—Section 2(f), (g), (h) and (i) of April 5, 1957 Agreement, as amended by Article X, July 17, 1968 and Article III of January 29, 1975 UTU National Agreements.)

Section 3 - Extra Yard Service Employees

(a) Each extra yard service employe, who meets the qualifications provided in Paragraph (b) of this Section 3 shall receive one basic day's pay at the pro rata rate on any of the following enumerated holidays:

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

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

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

(b) To qualify, an extra yard service employe 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,

APPENDIX NO. 15 Cont.

(3) if such employe cannot qualify under Section 3(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 and the holiday, or perform yard service on any one or more such days and be so available on the other day or days, and compensation for yard service paid him by the Carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 1: An employe whose service status changes from an extra yard service employe to a regularly assigned yard service employe or vice versa on one of the qualifying days shall receive the basic day's pay provided in Paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in Paragraph (b) of Section 3 on the day or days he is an extra yard service employe and (2) he meets the qualifications set forth in Paragraph (b) of Section 2 on the day or days he is a regularly assigned yard service employe, provided further, that a regularly assigned yard service employe who voluntarily changes his service status to an extra yard service employe on any of the 3 qualifying days shall not be entitled to receive the pay provided for in Paragraph (a) of Section 3.

NOTE 2: For the purpose of Section 3, an extra yard service employe will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the Carrier to perform other service in accordance with rules and practices on the Carrier.

NOTE 3: The term "extra yard service employe" shall include an extra employe on a common extra list protecting both road and yard service, except that an employe, while performing road service, shall not be regarded as being available for yard service, unless compensation for yard service paid him by the Carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 4: 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.

NOTE 5: Refer to Section 4 hereof for Special Qualifying Provisions for both Christmas Eve and Christmas Day, Thanksgiving Day and Day After Thanksgiving Day, New Year's Eve and New Year's Day.

(From Article I—Paid Holidays—Section 3(a) and (b) of November 30, 1960 Agreement; July 17, 1968, January 27, 1972, January 29, 1975 November 10, 1976 and October 15, 1982 UTU National Agreements.)

(c) Yard service employes who work on any of the eleven specified holidays 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, and the allowance of one basic day's pay provided for in Paragraph (a) of this Section 3 for qualifying employes shall be in addition thereto.

(From Article I—Paid Holidays—Section 3(a) of November 30, 1960 Agreement and Article I—Paid Holidays-Section 1(b) of June 25, 1964 Agreement, as amended by July 17, 1968, January 27, 1972, January 29, 1975, November 10, 1976 and October 15, 1982 UTU National Agreements.)

(d) As used in this Section 3 the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

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

(f) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a work day or a vacation day.

(g) Nothing in this Section 3 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.

(From Article I--Paid Holidays--Section 3(d) and (e) of November 30, 1960 Agreement

APPENDIX NO. 15 Cont.
APPENDIX NO. 16

as amended by July 17, 1968, January 27, 1972, January 29, 1975 November 10, 1976 and October 15, 1982 UTU National Agreements.)

Section 4 - Special Qualifying Provision – Employee Qualifying for Both Christmas Eve and Christmas Day, Thanksgiving Day and Day After Thanksgiving Day and New Year’s Eve and New Year’s Day Holidays

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

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

(# From Agreement dated November 10, 1976 NRLC and UTU.)

***** The holiday pay qualifications for Christmas Eve – Christmas shall also be applicable to the Thanksgiving Day – day after Thanksgiving Day and the New Year’s Eve – New Year’s Day holidays.

APPENDIX NO. 16

MEMORANDUM OF AGREEMENT entered into at Chicago, Illinois on the 17th day of August, 1976, between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines (excluding Chicago Terminal, and Northern and Southern Divisions) and its employees represented by the United Transportation Union, Yardmen’s Committee.

In disposition of claims arising from application of Article 16(g), Yardmen’s Schedule, with respect to temporary vacancies and such claims are found to be payable, they will be disposed of by an allowance of fifty (50) miles, at the yard foreman’s rate, plus the difference in rate between helper and foreman, for the tour of duty.

The foregoing shall be applicable solely to the provisions of Article 16(g), 1, 2, 3 and 16(g) B-1. Insofar as 16(g), 3 is concerned, this understanding shall be applicable when one

or more extra men are used on a crew.

Signed at Chicago, Illinois this 17th day of August, 1976.

(Signatures not reproduced. Signed by Vice President, Personnel Jones for the Carrier and Vice President Levin for the United Transportation Union.)

APPENDIX NO. 17

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

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

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

(Article XXVII-(b) and (c) of Engineers' Schedule:

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

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

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

‘You are wanted as a witness in coroner's inquest to be held at _____ date _____ Inquest of _____.

This on coroner's request.”)

APPENDIX NO. 18

Letter Agreement, General Managers Olson and Stuppi to General Chairman Faulkner, April 17, 1963:

APPENDIX NO. 18 Cont.
APPENDIX NO. 19

Referring to your letter of February 6, 1963, file 110.56, concerning application of the second paragraph of Article 7 of the Yardmen's Schedule:

We are agreeable to the following:

“In bulletining helper positions, they will be advertised as helper positions only, and the senior helper assigned will be permitted to take his choice between ‘field man’ and ‘pin puller.’ Yard helpers assigned to an engine will be permitted to exercise their seniority, on their own engines, on a day-to-day basis when vacancies occur in such helper positions. This interpretation shall apply only when all yard local chairmen on a given seniority district agree thereto in writing and provided further that such local agreements shall have the approval of the General Chairman and General Manager.

“NOTE: Engine foreman may place his men as between ‘field man’ and ‘pin puller’ when either or both of the helpers have less than ninety days of actual service as a yardman.”

APPENDIX NO. 19

Letter Agreement, General Managers Olson and Stuppi to General Chairman Faulker, January 10, 1964 and March 3, 1964:

In applying Article 7 of the Yardmen's Agreement, we are agreeable to the understanding that a yardman absent on leave during the entire posting period of an advertisement may, upon returning from leave of absence, displace on such assignment if it is bid in by a junior yardman, and that a yardman not on leave of absence during the entire period of posting an advertisement, who failed to file a bid for such vacancy, will not be permitted upon return from leave of absence to displace a junior successful applicant for such advertised vacancy. Upon receipt of your concurrence such handling will be made effective.

* * * * *

In other words, this will serve to confirm that a yardman on vacation is subject to the same conditions in respect to exercising his seniority as a yardman absent on leave, as set forth in the letter of January 10, 1964.

APPENDIX NO. 20

Letter Agreement, General Managers Lautz and Gillies to General Chairman Gross, September 9, 1940:

Employees who have obtained or may in the future obtain annuities because of permanent and total disability will be considered automatically on leave of absence and carried on the seniority rosters with the designation "Disability Annuitant" until one of the following first occurs:

"First, such annuitant loses his annuity upon finding of the Retirement Board that he is no longer disabled, and such annuitant signifies his desire to return to our service and satisfactorily passes physical examination by the Company's doctors.

or

"Secondly, such annuitant attains the age of 65 years."

APPENDIX NO. 21

This agreement is entered into between the carriers listed in Appendix "A" attached hereto and made a part hereof, represented by the duly authorized Conference Committee signatory hereto, as party of the first part, and the trainmen and yardmen employed by said carriers covered herein and represented by the Brotherhood of Railroad Trainmen, signatory hereto and party of the second part, by its duly authorized Committee consisting of W. P. Kennedy, Vice-President, P. C. Bradley, H. W. Gross, G. P. Tonner, T. S. Jackson, C. J. Jenkins, General Chairmen.

1. The railroads will permit the use of white electric hand lanterns by trainmen and yardmen.
- #2. Trainmen and yardmen will be furnished electric hand lantern by the particular railroad on which employed upon depositing with that railroad the actual cost thereof.
3. Deposits for lanterns secured from the railroads may be made by trainmen and yardmen by depositing cash therefor or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.
- #4. When a trainman or yardman leaves the service, either voluntarily, by discharge or by death, or those retaining employe relationship but not in active service, the lantern may be

APPENDIX NO. 21

returned to the railroad, whereupon the amount of deposit made when the lantern was issued shall be refunded to him or his estate or heirs.

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

- A. When worn out or damaged in the performance of railroad service upon return of the lantern issued by the railroad.
- B. When stolen while employe is on duty without neglect on part of employe.
- C. When destroyed in the performance of duty.

6. Employes will not be compelled to purchase lantern from the railroad, but may purchase it from other sources of their own choice, provided, however, that any lantern so purchased must conform with the standard prescribed by the railroad.

7. The electric lantern, bulbs and batteries must be of a standard prescribed by the railroad, and the lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

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

9. After the effective date of this agreement, each trainman and yardman must provide himself with an electric white lantern, meeting the specifications set out in Paragraph 7.

10. Each railroad will maintain at convenient locations a supply of batteries and bulbs to be drawn by trainmen and yardmen as needed to replace those worn out or broken without cost to the employes.

11. The railroads will continue to use oil burning lanterns with red globes for flagging, but they will continue their efforts to have developed an electric red lantern that will be satisfactory for such service, and it and when one is developed the party of the first part will then enter into further negotiations with the party of the second part representing trainmen and

yardmen with respect to its adoption for flagging service. When such lanterns are adopted for flagging service, they will be furnished by the railroads without expense to trainmen and yardmen.

12. The Brotherhood of Railroad Trainmen agrees to withdraw Case No. 3666, now pending before the Interstate Commerce Commission, and accepts this agreement as a final and complete disposition of the use of electric lanterns subject to the provisions of Paragraph 11.

13. All agreements, with respect to the use of electric lanterns by trainmen and yardmen, now in effect and which have heretofore been entered into between any railroad or railroad signatory hereto and the representatives of the Brotherhood of Railroad Trainmen are hereby cancelled.

14. This agreement shall become effective as of June 1, 1941, or as soon thereafter as Case No. 3666, now pending before the Interstate Commerce Commission, is withdrawn by the Brotherhood of Railroad Trainmen, and will remain in effect for a period of two years and thereafter subject to thirty days' written notice given by one of the parties to the other.

Signed at Chicago, Illinois, April 18, 1941.

(Signatures not reproduced)

#(As amended by Letter Agreement dated May 23, 1972, signed by General Managers Olson and Stuppi and General Chairman Gloystein.)

APPENDIX NO. 22

PROTECTION FOR EMPLOYEES

**The scope and purpose of Article XIII is to provide, to the extent specified herein, for fair and equitable arrangements to protect the interests of certain of the carriers' employes represented by the United Transportation Union who are adversely affected by the application of Article VII – Interchange, Article IX – Road-Yard Movements, and Article XII – Interdivisional Service of this Agreement; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this article.

APPENDIX NO. 22. Cont.

Section 1. Definitions.

Whenever used in this article, unless the context requires otherwise:

(a) “Implementation” means the application and implementation of the provisions of Article VII – Interchange, Article IX – Road-Yard Movements, or Article XII – Interdivisional Service of this Agreement.

(b) “Displaced Employee” means a carrier employe represented by the UTU who as a result of an Implementation is placed in a worse position with respect to his compensation.

(c) “Dismissed Employee” means a carrier employe represented by the UTU who as a result of an Implementation is deprived of employment with the carrier because of the abolition of his position or the loss thereof as a result of the exercise of seniority rights by an employe whose position is abolished as a result of an Implementation.

(d) “Protective Period” for employes covered by Section 2(a) of this article means that period of time during which a Displaced or Dismissed Employee is to be provided protection hereunder. The Protective Period for such employe shall extend from the date he is displaced or dismissed for a period of time equal to the length of time which such employe has seniority in the craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employe’s 65th birthday. Where an employe holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern. In the event such a Displaced Employee elects to remain in the carrier’s service after the first day of the month following the month he attains age 65, he will no longer receive any of the protective benefits of this Article XIII and the carrier may terminate on the same seniority district the protective benefits then being provided the junior Dismissed or Displaced Employee receiving protection under this article on such seniority district on a one-for-one basis.

(e) “Protective Period” for employes covered by Section 2(b) of this Article means the six-year period of time from the date such employe is dismissed but not to exceed the length of time which such employe has seniority in the craft or class at the time he is dismissed. Where an employe holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earliest seniority date shall govern.

Section 2. Coverage

- (a) Subject to the other provisions of this article, the protective benefits of Sections 3, 4, 5 and 6 of this Article XIII apply to:
- (1) Employees adversely affected directly or indirectly by an Implementation of Article XII – Interdivisional Service.
 - (2) Regularly assigned employees assigned to yard crews that regularly spend more than 50 percent of their time in interchange work who are adversely affected as a result of an Implementation of the reciprocal interchange provisions of Section 5 of Article VII – Interchange. (Such employees will be determine by a joint check based upon the work performance of the involved yard crews for the 30 working days prior to the Implementation.)
 - (3) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Section 1 of Article VII – Interchange.
 - (4) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under Section 1 of Article VII – Interchange.
- (b) Subject to the other provisions of this article, the protective benefits provided in Sections 4 and 5 of this Article XIII will be accorded to any employe of the carrier adversely affected by Article VII – Interchange, other than those covered by Subparagraphs (2) and (3) of Section 2(a) of this Article XIII, or Article IX – Road-Yard Movements.
- (c) The protective provisions of this Section as applied to Terminal Company employes will include, in addition to the above, the exercise of seniority and acceptance of employment on the involved line-haul carriers, engine service employes being required to accept engine service employment and ground service employes being required to accept ground service employment. The involved line-haul carriers will make appropriate arrangements in connection with Subparagraph (a)(4) of this section and the foregoing.

APPENDIX No. 22 Cont.

Section 3. Displacement Allowance.

(a) So long during his Protective Period after a Displaced Employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

(b) Each Displaced Employee's displacement shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed service immediately preceding the date of his displacement as a result of the Implementation (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

(c) If a Displaced Employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(d) If a Displaced Employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the Schedule Agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(e) The displacement allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement or dismissal for justifiable cause.

Section 4. Dismissal Allowances.

(a) A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing through his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Dismissed Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months to which he performed service.

(b) The dismissal allowance of any Dismissed Employee who returns to service with the carrier shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 3.

(c) The dismissal allowance of any Dismissed Employee shall be reduced to the extent that his combined monthly earnings in other employment, any benefits received under any employment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the carrier shall agree upon a procedure by which railroad shall be currently informed of the

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earnings of such employe in employment other than with the carrier, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employe's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the carrier from which he was dismissed after being notified.

Section 5. Separation Allowance.

A Dismissed Employee entitled to protection under this article, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this article) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.

Section 6. Fringe Benefits.

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

Section 7. Seasonal Fluctuations and Declines in Business.

(a) In the event of a decline in a carrier's business measured by the net revenue ton-miles in any 30-day period compared with the net revenue ton-miles for the corresponding period in the preceding calendar year, the number of employes who are receiving dismissal or displacement allowances may be reduced at any time during the said payroll period to the extent of one percent for each one percent decline. Such reductions in protected employes shall be made in inverse seniority order. Upon restoration of a carrier's volume of net revenue ton-miles employes must be returned to their protective status to the extent of one percent for each one percent rise in net revenue ton-miles. In the case of Terminal Companies, the decline in business shall be measured by the total number of loaded and empty cars received from and delivered to

connecting carriers, including the number of loaded and empty cars handled in solid interchange trains, in any 30-day period compared with the volume of such interchange in the corresponding period in the preceding calendar year.

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

(c) In the event that a Displaced Employe is deprived of employment with the carrier as the result of a seasonal fluctuation or a decline in business, his dismissal allowance shall be the amount which was being paid him as his displacement allowance. An employe other than a Displaced Employe who is deprived of employment as the result of a seasonal fluctuation or a decline in business shall not be paid any protective benefits under this Article XIII.

Section 8. Arbitration of Disputes.

(a) In the event the carrier and the UTU are unable to settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this article within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limits, the general chairman of the UTU or the highest officer designated by the carrier, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree upon a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

(b) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

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APPENDIX NO. 23

(c) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employe was adversely affected by an Implementation, it shall be his obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employe was so adversely affected by an Implementation, it shall then be the railroad's burden to disprove those facts or prove that other factors affected the employe.

Section 9.

Any Displaced Employee required to change his residence because of the Implementation of Article XII – Interdivisional Service shall receive the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement except that he will be allowed 5 working days instead of “Two working days” as provided in Section 10 of said agreement, and in addition to such benefits shall receive a transfer allowance of \$400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11(d) of said agreement. Change of residence shall not be considered “required” if the reporting point to which the employe is changed is not more than 30 miles from his former reporting point.

Section 10.

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

APPENDIX NO. 23

Letter Agreement, General Manager Olson to General Chairman Faulkner, January 27, 1964.
Made effective on Western Lines November 14, 1961.

That in the event a yardman's assignment is advertised under the provisions of Article 13(c) and the yardman is released from the yardmaster's assignment to return to service as a yardman prior to the closing of the advertisement covering his former yardman's assignment, the advertisement will be cancelled and the yardman returned to the assignment he held prior to being assigned as a yardmaster.

APPENDIX NO. 24

CURRENT PROVISIONS OF RETARDER-SWITCHMEN
AND SKATEMEN AGREEMENTS

Argentine, Kansas
(As of January 1, 1966)

1. Retarder-Switchmen and Skatemen. Positions of Retarder-Switchman and Skateman when established at Argentine for operation of the hump retarder yard shall be included within the seniority rights of yardmen of the Kansas City Division and be governed by the provisions of the Yardmen's Schedule effective as to rules May 1, 1923, as amended, subject to the provisions of this agreement which shall take precedence over any and all rules in said Schedule in conflict therewith.

(From Section 1-Memorandum of Agreement of 4-19-49)

2. Qualifications and Qualifying.

(a) Any Kansas City Division yardman desiring to qualify for Retarder-Switchman service will make written application to the Superintendent for opportunity to do so. No yardman will be assigned to a position of or be permitted to work as a Retarder-Switchman, either regular or extra, until he has qualified on his own time to do the work of the position, and demonstrated on his own time, to the satisfaction of the officer in charge, that he is sufficiently familiar with the operation to be eligible to qualify for the position of Retarder-Switchman.

(From Section 2 of February 25, 1952 Amendments to 4-19-49 Agreement)

(b) In determining the qualifications for service as Retarder-Switchman, the Superintendent shall be the judge.

(c) Yardmen who have been determined eligible by the officer in charge, must serve a test period of thirty (30) shifts as Retarder-Switchman to demonstrate their fitness and ability. Prior to the completion of such thirty (30) shifts they may be disqualified by written notice to that effect from the Superintendent.

(d) A record will be maintained of yardmen qualified as Retarder-Switchmen.

(From Section 2(b), (c) and (d)-Memorandum of Agreement of 4-19-49)

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3. Rates of Pay.

(a) Basic daily rates for Retarder-Switchman shall be determined by adding \$1.00 to the basic daily rate for yard foreman.

(b) The basic daily rate of pay of Skatemen when so assigned shall be the helper's rate.

(From Letter Agreement General Manager Olson to General Chairman Faulkner, October 25, 1965)

4. Skates and Skatemen. Members of switch crews may be required to place skates, and will remove skates when using tracks where skates are placed. When positions of Skateman are used they will be filled from the yardmen's roster in the manner prescribed in the Schedule for filling extra or regular positions of helper, according to whether the position is extra or assigned. The duties of Skatemen will include setting hand brakes when required.

5. Performance of Work. Retarder-Switchmen will when required in an emergency during their tour of duty, perform without penalty any of the duties as yardman or foreman in connection with switching or classification of cars that would normally be performed by them at the hump retarder yard. They may be used in any of the towers during their shift, without penalty.

6. Combination Service.

(a) Yardmen required in an emergency to perform Retarder-Switchman's duties and other switching service during the same shift, will be considered in combination service and the higher rate of pay will apply for the shift.

(b) When Retarder-Switchmen are not in their towers, yardmen will when required, operate retarders and switches. This will not constitute Retarder-Switchman's work and will not be termed combination service. In other words, if a Retarder-Switchman is on duty and under pay, but is temporarily out of the tower and another employe operates it, such employe will not be paid anything extra for this service.

(From Section 4, 5 and 6-Memorandum of Agreement of 4-19-49)

7. Assignments. Yardmen assigned to position of Retarder-Switchman may not vacate the assignment until a successor is qualified and available to relieve them.

(From Letter Agreement, General Manager Landreth to General Chairman Faulkner, 5-2-58)

8. Vacancies.

#(a) Vacancies of ten (10) calendar days or less on positions of Retarder-Switchman will be filled:

1. Use of qualified Retarder-Switchmen who are on the Yardmen's Extra Board and who have not performed service on the same calendar day as the day of the vacancy for the Retarder-Switchman; service on a 12:00PM (midnight) assignment is considered as being performed on the third shift of a calendar day.

NOTE: There will be no limitation on the number of qualified extra yardmen who desire to be available for the vacancies. Also, the Carrier will accept written notification of an individual's desire not to protect such vacancies, with the understanding there will be a minimum of fifteen (15) qualified yardmen on the extra board who must stand ready to protect the service and will not be permitted to waive. Whenever the number of qualified extra yardmen is less than fifteen (15) junior men in reverse seniority order will be forced to be available to accept the service and will not be permitted to waive until the level of fifteen (15) is attained.

2. By the senior yardman qualified as Retarder-Switchman assigned to a shift as yardman (not Retarder-Switchman) within the same starting time spread as that of the vacancy and who has not waived his rights to this service.

NOTE 1. Under this step the senior assigned yardman is required to protect the Retarder-Switchman vacancy, regardless of whether or not he has signified in writing his desire to protect such vacancies.
Example: A Yardman assigned to a 230pm job is used on a 400pm Retarder-Switchman vacancy. In returning to his regular 230pm job the following day he is to be paid therefor at the pro rata rate except for hours in excess of eight on his regular trick.

NOTE 2. At any time there is less than 15 qualified extra board yardmen available under the provisions of Section 1 hereof, yardmen who

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have waived their rights to protect this service will have such waivers voided until such time as the qualified number of extra yardmen is 15.

3. By the senior assigned yardman on shifts in other starting time spreads who is qualified as Retarder-Switchman and who has signified in writing his desire to protect extra work as Retarder-Switchman.

NOTE: Under this step a yardman will not be called to protect a Retarder-Switchman vacancy if at the on-duty time of the Retarder-Switchman job he has not had eight hours' rest since his last preceding service. Neither will a yardman be called under this step to protect a Retarder-Switchman vacancy if his use as such will require him to work two shifts with starting times in the same calendar day.

Example: A yardman who works his regular assignment 400pm to 1200pm Monday may be used on a Retarder-Switchman vacancy starting at 800am Tuesday (this not being two shifts in the same calendar day), and if so used, will not be used Tuesday on his 400pm yardman assignment; neither will he be paid for the 400pm tour of duty Tuesday not worked.

#(From Letter Agreement dated September 30, 1976, between General Manager Briscoe and General Chairman Cantrill.)

4. If retarder vacancy cannot be protected under Steps (1), (2) or (3), it will be filled by off-day man under the provisions of Article 9(b) of the Yardmen's agreement providing the off-day man to be used has had eight hours off duty and will be able to secure eight hours off duty prior to returning to his regular assignment.
5. On any day on which unable to protect under Steps (1), (2), (3) or (4), the vacancy should be protected by using the senior available qualified employe in point of yardman's seniority, including those regularly assigned as Retarder-Switchmen or yardmen, providing such regularly assigned employe has on file a written notice of his desire to protect Retarder-Switchman vacancies.

GENERAL: If unable to obtain a qualified man under Steps (1) or (2) on the first day of a Retarder-Switchman vacancy of more than one day's duration, the procedure specified in Steps

(1) and (2), respectively, shall be observed the second day of the vacancy, and each day thereafter, in an attempt to fill such vacancy.

A swing man assigned to protect service both as Retarder-Switchman and yardman in his work week is not to be considered under Steps (1) or (2) in filling a Retarder-Switchman vacancy on a calendar day on which he is scheduled to work as Retarder-Switchman.

(From Section 8(a) of February 25, 1952 Amendments to 4-19-49 Agreement, Memorandum of Agreement dated 3-29-57 and Letter Agreement, General Manager Olson to General Chairman Faulkner, October 25, 1965.)

Vacancies under Steps (1) or (2) of the Memorandum of Agreement of March 29, 1957 will be filled on a day-to-day basis.

(From Memorandum of Agreement effective September 1, 1962.)

The protection of vacancies under this Section 8-(a) will be considered seniority moves, except when a qualified assigned yardman is used to protect a vacancy as Retarder-Switchman in a starting time spread other than that of his regular assignment and such latter service constitutes a second shift worked in the 24-hour period computed from starting time of his regular assignment, payment for such shift as Retarder-Switchman will be at time and one-half.

(From Section 8(a) of February 25, 1952 Amendments to April 19, 1949 Agreement and letter agreements, General Manager Landreth to General Chairman Faulkner, May 5, 1954 and General Manager Olson to General Chairman Faulkner, October 25, 1965.)

(b) When a vacancy as Retarder-Switchman is known to be in excess of ten (10) calendar days, excluding vacations, it will be advertised and assigned to the oldest yardman qualified as Retarder-Switchman bidding on same.

(From Letter Agreement, General Manager Olson to General Chairman Faulkner, October 25, 1965.)

(c) In the event there are no bids on an advertised vacancy of Retarder-Switchman by yardmen who have been determined eligible to protect Retarder-Switchman service, the junior yardman who has been determined eligible to protect Retarder-Switchman service will be assigned to the vacancy. In event a senior yardman who has been determined eligible to protect Retarder-Switchman service is absent during the period when a Retarder-Switchman vacancy is advertised, he may displace a junior Retarder-Switchman who has bid in or been assigned to a

APPENDIX NO. 24 Cont.

Retarder-Switchman vacancy during his absence, providing he does so before he returns to his former assignment.

(From letter agreement, General Manager More to General Chairman Mullen, August 9, 1949.)

9. Seniority Moves, Turnover, etc.

(a) Where a second shift is worked during a twenty-four (24) hour period due to changing shifts in exercise of seniority either from yardman to Retarder-Switchman, from Retarder-Switchman to Retarder-Switchman, or from Retarder-Switchman to yardman, it shall not be considered as overtime or penalty time and shall not be paid as such.

(b) Any time worked in excess of eight (8) hours due to making turnover, where continuous shifts are worked, will not be considered as overtime. Where time is worked in excess of eight (8) hours due to failure of relief employe to report at proper time, there will be no added expense to the Carrier. Time worked in excess of eight (8) hours, necessitated by failure of the railroad to provide relief will be considered overtime.

10. For the purpose of securing sufficient qualified personnel to man the Retarder-Switchman positions when the Hump Yard is placed in operation, yardmen desiring to qualify must so indicate in writing to the Superintendent prior to April 25th, and during the week of April 25th to April 30th, inclusive, will be permitted on their own time, to observe operations in the towers for the purpose of acquainting themselves so far as possible with the requirements of the positions, and any desiring to withdraw their applications must do so in writing by 12:00 Noon April 30th. The senior fifteen (15) of applicants remaining on file after 12:00 Noon April 30th will then be given training and instructions and those who are accepted as being eligible to qualify for position of Retarder-Switchman will be required to bid on the regular positions of Retarder-Switchmen when advertised, the nine (9) senior to accept regular assignment according to their seniority and others so qualified to protect extra service pending qualification of additional men under Section 2, and ability to protect under Section 8. As an exception to the requirement for qualifying on their own time specified in Section 2-(a) hereof, the fifteen (15) senior yardmen accepted for the purpose of qualifying will be compensated for not in excess of five (5) shifts on the basis of a minimum day at their regular rate for men holding regular assignments, and at the helper's rate for extra yardmen, while demonstrating their ability to qualify. All other provisions of Sections 2-(a) to 2-(d) will apply to those covered by this exception.

GENERAL

11. Retarder-Switchmen will report and be relieved at the tower to which they are assigned.
12. Retarder-Switchmen may be called upon to make minor repairs and adjustments in the plant mechanism.
13. Retarder-Switchmen will arrange their lunch periods so as to not interfere with the operation of the hump, and if it should become necessary to perform any operation during the lunch period, Retarder-Switchmen will be prepared to do so.
14. Retarder-Switchmen will keep office or tower rooms in which they work, clean and neat and will also clean windows inside and outside.

(From Sections 9, 10, 11, 12, 13 and 14-Memorandum of Agreement of April 19, 1949.)

APPENDIX NO. 25

CURRENT PROVISIONS OF RETARDER-SWITCHMEN
AND SKATEMEN AGREEMENTS

Pueblo, Colorado
(As of January 1, 1966)

1. Retarder-Switchman and Skateman. Positions of Retarder-Switchman and Skateman when established at Pueblo for operation of the hump retarder yard, shall be included within the seniority rights of yardmen of the Pueblo Yard and be governed by the provisions of the Yardmen's Schedule effective as to rules May 1, 1923, as amended, subject to the provisions of this Agreement which shall take precedence over any and all rules in said Schedule in conflict therewith.

(From Section 1 of Memorandum of Agreement of August 22, 1950.)

2. Qualifications and Qualifying.
 - (a) Any Pueblo-Colorado Springs yardman desiring to qualify for Retarder-Switchman service will make written application to the Superintendent for opportunity to do so. No yardman will be assigned to a position of or be permitted to work as a Retarder-Switchman, either regular or extra, until he has qualified on his own time to do the work of the position, and

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demonstrated on his own time, to the satisfaction of the officer in charge, that he is sufficiently familiar with the operation to be eligible to qualify for the position of Retarder-Switchman.

(From Section 2 of August 12, 1954 Amendments to August 22, 1950 Agreement.)

(b) In determining the qualifications for service as Retarder-Switchman, the Superintendent shall be the judge.

(c) Yardmen who have been determined eligible by the officer in charge, must serve a test period of thirty (30) shifts as Retarder-Switchman to demonstrate their fitness and ability. Prior to the completion of such thirty (30) shifts they may be disqualified by written notice to that effect from the Superintendent.

(d) A record will be maintained of yardmen qualified as Retarder-Switchmen.

(From Section 2(b), (c) and (d) of Memorandum of Agreement of August 22, 1950.)

3. Rates of Pay.

(a) Basic daily rates for Retarder-Switchman shall be determined by adding \$1.00 to the basic daily rate for yard foreman.

(b) The basic daily rate of pay of Skateman when so assigned shall be the helper's rate.

(From Letter Agreement, General Manager Olson to General Chairman Faulkner, October 25, 1955.)

4. Skates and Skatemen. Members of switch crews may be required to place skates, and will remove skates when using tracks where skates are placed. When positions of Skateman are used they will be filled from the yardmen's roster in the manner prescribed in the Schedule for filling extra or regular positions of helper, according to whether the position is extra or assigned. The duties of Skateman will include setting hand brakes when required.

5. Performance of Work. Retarder-Switchman will when required in an emergency during their tour of duty, perform without penalty any of the duties of yardman or foreman in connection with switching or classification of cars that would normally be performed by them at the hump retarder yard. They may be used in any of the towers during their shift, without penalty.

6. Combination Service.

(a) Yardmen required in an emergency to perform Retarder-Switchman's duties and other switching service during the same shift will be considered in combination service and the higher rate of pay will apply for the shift.

(b) When Retarder-Switchmen are not in their towers, yardmen will when required, operate retarders and switches. This will not constitute Retarder-Switchman's work and will not be termed combination service. In other words, if a Retarder-Switchman is on duty and under pay, but is temporarily out of the tower and another employe operates it, such employe will not be paid anything extra for this service.

(From Sections 4, 5 and 6 of Memorandum of Agreement of August 22, 1950.)

7. Assignments. Yardmen assigned to position of Retarder-Switchman may not vacate the assignment until a successor is qualified and available to relieve them. Upon voluntarily vacating an assignment as Retarder-Switchman, a yardman will not be eligible for assignment to regular position of Retarder-Switchman for a period of sixty (60) days, unless otherwise agreed between the General Manager and the General Chairman. A change from one Retarder-Switchman assignment to another such assignment will not be considered as voluntarily vacating a Retarder-Switchman assignment.

(From Section 7 of August 12, 1954 Amendments to August 22, 1950 Agreement and Memorandum of Agreement dated December 11, 1957.)

8. Vacancies, Temporary. (a)-1. Temporary vacancies of less than thirty (30) days on positions of Retarder-Switchman will be filled by the senior yardman qualified as Retarder-Switchman, assigned to a shift within the same starting time spread as that of the temporary vacancy, except that if there are no such qualified Retarder-Switchmen on the shifts within that same starting time spread, the senior assigned yardman on shifts in other starting time spreads, who is qualified as Retarder-Switchman and who has signified in writing his desire to protect extra work as Retarder-Switchman, will be used, and failing thus to secure a qualified Retarder-Switchman, the yardman first out on the extra board who is a qualified Retarder-Switchman will be used. #If the vacancy is not filled by the steps outlined, the senior yardman, qualified as Retarder-Switchman, on his days off who has signified in writing his desire to protect extra work on this days off, shall be used. Yardmen assigned under this Section 8-(a)-1 to temporary vacancies will hold the trick until the regular man returns to duty unless displaced by senior

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qualified Retarder-Switchman in the exercise of seniority or one who has completed another temporary Retarder-Switchman vacancy. The protection of vacancies under this Section 8-(a)-1 will be considered seniority moves. (#From Letter of Understanding dated November 18,1977 Vice President Elterman to General Chairman Cantrill, Appendix 54.)

(a)-2. When a qualified assigned yardman is used under Section 8-(a)-1 above to protect a temporary vacancy as Retarder-Switchman in a starting time spread other than that of his regular assignment and such latter service constitutes a second shift worked in the 24-hour period, computed from starting time of his regular assignment, payment for such shift as Retarder-Switchman will be at time and one-half.

(b) When a temporary vacancy as Retarder-Switchman is known to be for thirty (30) days or more, it will be advertised and assigned to the oldest yardman qualified as Retarder-Switchman bidding on same, who will hold the trick until the regular man returns to duty unless displaced by senior qualified Retarder-Switchman in the exercise of seniority or one who has completed another temporary Retarder-Switchman vacancy.

(From Section 8(a) and (b) of August 12, 1954 Amendments to August 22, 1950 Agreement.)

(c) On regular or temporary vacancies where no bids are received the junior qualified Retarder-Switchman will be assigned.

(d) A senior qualified Retarder-Switchman absent during the period when a Retarder-Switchman vacancy is advertised (either regular or temporary) may displace a junior Retarder-Switchman who has bid in or been assigned to such vacancy during his absence.

9. Seniority Moves, Turnover, etc.

(a) Where a second shift is worked during a twenty-four (24) hour period due to changing shifts in exercise of seniority either from yardman to Retarder-Switchman, from Retarder-Switchman to Retarder-Switchman, or from Retarder-Switchman to yardman, it shall not be considered as overtime or penalty time and shall not be paid as such.

(b) Any time worked in excess of eight (8) hours due to making turnover, where continuous shifts are worked, will not be considered as overtime. Where time is worked in excess of eight (8) hours due to failure of relief employe to report at proper time, there will be no

added expense to the Carrier. Time worked in excess of eight (8) hours, necessitated by failure of the railroad to provide relief will be considered overtime.

10. For the purpose of securing sufficient qualified personnel to man the Retarder-Switchman positions when the Hump Yard is placed in operation, yardmen desiring to qualify must so indicate in writing to the Superintendent prior to August 15th, and during the week of August 21st to September 1st, inclusive, will be permitted on their own time, to observe operations in the towers for the purpose of acquainting themselves so far as possible with the requirements of the positions, and any desiring to withdraw their applications must do so in writing by 8:00 A.M. August 20th. The senior five (5) applicants remaining on file after 8:00 A.M. August 20th will then be given training and instructions and those who are accepted as being eligible to qualify for position of Retarder-Switchman will be required to bid on the regular positions of Retarder-Switchman when advertised, the three (3) senior to accept regular assignment according to their seniority, and others so qualified to protect extra service pending qualification of additional men under Section 2, and ability to protect under Section 8. As an exception to the requirement for qualifying on their own time specified in Section 2-(a) hereof, the five (5) senior yardmen accepted for the purpose of qualifying will be compensated for not in excess of five (5) shifts on the basis of a minimum day at their regular rate while demonstrating their ability to qualify. All other provisions of Sections 2-(a) to 2-(d) will apply to those covered by this exception.

GENERAL

11. Retarder-Switchmen will report and be relieved at the tower to which they are assigned.

12. Retarder-Switchmen may be called upon to make minor repairs and adjustments in the plant mechanism.

13. Retarder-Switchmen will arrange their lunch periods so as to not interfere with the operation of the hump, and if it should become necessary to perform any operation during the lunch period, Retarder-Switchmen will be prepared to do so.

14. Retarder-Switchmen will keep office or tower rooms in which they work, clean and neat and will also clean windows inside and outside.

(From Sections 8(c), (d), 9, 10, 11, 12, 13 and 14 of the Memorandum of Agreement of August 22, 1950.)

APPENDIX NO. 26

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

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

IT IS AGREED:

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

(a) If disqualified because of physical disabilities:

(1) The employe will be jointly reexamined by a physician designated by the Company and a physician of the employe's own choice who shall both be graduates of a Class (A) medical school of regular medicine. This reexamination will be conducted at the office of the Company's physician, unless otherwise mutually agreed to by the two physicians. If the two physicians agree that the man is disqualified, their decision is final; if they agree the man is qualified, he will be returned to the service.

(2) If the two physicians fail to agree, the employe's physician and the railroad's physician will select a third physician who shall be a practitioner of recognized standing in the medical profession and where any special type of case is involved must be a certified specialist in the disease or impairment which resulted in the employe's disqualification. The board of physicians thus selected will examine the employe and render a report of their findings within a reasonable time, not exceeding 15 days after their selection, setting forth the employe's physical condition and their conclusions as to whether he meets the requirements of the Company's physical examination rules. The

15-day period may be extended through mutual agreement between the General Chairman and the General Manager.

* (3) The Railroad Company and the employe involved will each defray the expense of their respective physician. The fee of the third member of the board will be borne equally by the employe involved and the Railroad Company. Other examination expenses, such as X-ray, electrocardiograph, etc., will be borne equally by the employe involved and the Railroad Company.

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

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

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

* (b). If disqualified because of defects in vision, color sense or hearing:

When an employe upon reexamination fails to meet the required standards on vision, color sense, or hearing, such reexamination may, if requested by the employe or his representative within 30 days, be followed by a field test under joint direction of a committee consisting of two representatives of Management and two employes from the ranks of train, engine or yard service. Carrier may order the field test to be conducted in less than the 30 days

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referred to herein. The field test will be conducted in the following manner:

(1) FOR VISION AND COLOR PERCEPTION. The Field Test will be made with flags, lamps and signals used in daily operation of engines and trains, with or without glasses, at varying distances, but not to exceed two thousand (2000) feet for the correct observation by day and by night of block signals, signal lights, lamps, flags, and fuseses, under service conditions. Whenever necessary, the tests for color perception shall include the varying atmospheric conditions existing with cloudy weather, smoke, rain, fog, mist and snow. The response to each test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

(2) FOR HEARING. The Field Test shall demonstrate ability to hear ordinary conversations, air whistle signals, torpedoes, and other audible signals, under service conditions. The response to each test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

(3) The Field Tests shall be held as soon as practicable after receipt of request therefor and will be so arranged that the responses are solely those of the individual tested without interference or aid; otherwise, the entire test shall be repeated.

(4) The Joint Committee will carefully record the different distances at which signals are displayed or given; the responses made by the individual tested, and the degree of promptitude of responses, and will make a joint report to the Management, advising whether the employe passed a satisfactory test and, if not, agreeing if possible in a recommendation as to the service, if any, to which the individual may be safely assigned.

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

(Signatures not reproduced. Signed by General Managers Gray and Buchanan and General Chairmen Taylor, Mullen, Heath and Stephens)

APPENDIX 27

DEDUCTION AGREEMENT

This Agreement made at Chicago, Illinois, this 31st day of January, 1958, by and between The Atchison, Topeka and Santa Fe Railway Company, Gulf, Colorado and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company, hereinafter referred to as the Company, and their employes represented by the United Transportation Union, hereinafter referred to as the Organization.

IT IS AGREED:

(a) (1) Subject to the conditions hereinafter set forth, the Company will deduct all sums for initiation fees, periodic union dues, assessments and insurance premiums (not including fines and penalties) payable to the Organization by members of the Organization employed by the Company from wages earned in any services, upon the written and unrevoked authorization of a member, in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" and made a part hereof.

(2) The signed authorization may, in accordance with its terms, only be revoked by executing the revocation form specified herein within:

The fifteen (15) day period immediately following the first anniversary of the effective date of this agreement; or

Thereafter in any year within the fifteen (15) day period immediately following the anniversary date of this agreement.

Revocation of the authorization shall be in the form agreed upon by the parties, copy of which is identified as Attachment "B" and made a part hereof.

(3) Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished to its members by the Organization, without cost to the Company. The Organization shall assume full responsibility for procuring the execution of the authorization forms by the members and for delivering such authorizations to the Company. In like manner, the revocation of an authorization shall be furnished by the member to the Organization, which shall be solely responsible for its delivery to the Company, as set forth in Paragraph (b) hereof.

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(b) Deductions, as provided herein, shall be made by the Company in accordance with uniform certified deduction lists furnished to the Auditor of Disbursements in duplicate by the Treasurer of the Local of which the employe is a member. Such lists, together with authorization and revocation of authorization forms, shall be furnished to the Auditor of Disbursements on or before the tenth day of each month in which the deduction or termination of deduction is to become effective, as hereinafter provided. The original lists furnished shall show the member's name, the member's Social Security Number and the amount to be deducted, in the form approved by the Company. Thereafter, two lists shall be furnished each month by the Treasurer of the Local to the Auditor of Disbursements, as follows:

(1) A list showing any changes in the amounts to be deducted from the wages of members with respect to whom deductions are already being made. Such list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted; also the names of members from whose wages no further deductions are to be made, which shall be accompanied by revocation of authorization forms signed by each member so listed. Where no changes are to be made, the list shall so state.

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

(c) Deductions, as provided for herein, will be made monthly by the Company from wages due members for the second period in each calendar month; and the Company will, subject to the provisions of Section 4 hereof, remit to the Organization the total amount of such deductions, less sums withheld in accordance with Section 5, on or before the twenty-fifth day of the month following the month in which such deductions are made. With such remittance the Company will furnish to the Treasurer of the Local Lodge a statement showing members from whom deductions were made and the amount of deductions.

(d) (1) In the event earnings of a member are insufficient to permit the full amount of deduction, no deduction will be made and responsibility for collection shall rest entirely with the Organization.

(2) The following payroll deductions shall have priority over deductions covered by this agreement:

Federal, State and Municipal taxes and other deductions required by law, including garnishments and attachments.

Amounts due the Company.

Hospital Association contributions.

Prior valid assignments and deductions.

(3) In cases where no deduction is made from the wages of a member due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the member for any subsequent payroll period.

(e) No cost will be charged against the Organization or the affected employes in connection with this Dues Deduction Agreement.

(f) Responsibility of the Company under this agreement shall be limited to remitting the amounts actually deducted from wages of members, pursuant to this agreement, and the Company shall not be responsible, financially or otherwise, for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the member involved and the Organization.

(g) The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this agreement.

(h) (1) In the event of any change in the representation of the craft or class of employes presently represented by the Organization party hereto, this agreement shall be automatically terminated as to such craft or class of employes as of the date official notification is received from the National Mediation Board of such change in representation as to such craft or class of employes.

(2) This agreement shall become effective March 1st, 1958, and, except as provided in Paragraph (h)(1), shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

(Signatures not reproduced)

(As amended by Agreements dated August 25, 1960 and January 22, 1974.)

DEDUCTION AUTHORIZATION

I hereby assign to the UNITED TRANSPORTATION UNION (Conductors' and Trainmen's Committee) that part of my wages necessary to pay my initiation fees, periodic dues, assessments and insurance premiums (not including fines and penalties) as reported to The Atchison, Topeka and Santa Fe Railway Company, by the Treasurer of my Local Lodge in monthly statements, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Company effective February 1, 1974 and I hereby authorize the Company to deduct from my wages all such sums and to pay them over to the Treasurer of my Local.

This authorization may be revoked by the undersigned in writing, in the manner provided for in Section 1(b) of the Deduction Agreement.

NAME _____
(Last) (First) .. (Middle Initial)

Employee Social Security Account No. _____

Home Address _____
Street and Number

City, State and Zip Code

Division _____

Occupation _____

_____, 19_____
Date

Signature

Lodge No.

ATTACHMENT "B"

DEDUCTION AUTHORIZATION
REVOCATION

Effective _____, I hereby
revoke the Deduction Authorization now in effect, assigning to the United Transportation Union
(Conductors' and Trainmen's Committee) that part of my wages necessary to pay my initiation
fees, periodic dues, assessments and insurance premiums (not including fines and penalties) now
being withheld pursuant to the Deduction Agreement between the Organization and the
Company effective February 1, 1974.

NAME _____
(Last) (First) .. (Middle Initial)

Employee Social Security Account No. _____

Home Address _____
Street and Number

City, State and Zip Code

Division _____

Occupation _____

_____, 19 ____
Date

Signature

Lodge No.

APPENDIX 28

UNION SHOP AGREEMENT

MEMORANDUM OF AGREEMENT made the 10th day of June, 1965, by and between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines, and the employes thereof represented by the Brotherhood of Railroad Trainmen.

IT IS AGREED:

(a) In accordance with and subject to the terms and conditions hereinafter set forth, all employes of the Carrier now or hereafter subject to the Rules and Working Conditions Agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employes after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreements.

(b) The requirements of membership provided for in Paragraph (a) of this agreement shall be satisfied if any employe shall hold or acquire membership in any one of the labor organizations national in scope organized in accordance with the Railway Labor Act and admitting to membership employes of a craft or class in train, yard, engine or hostling service, that is, in any of the services or capacities covered in Section 3, First, (h), of the Railway Labor Act, defining and jurisdictional scope of the First Division of the National Railroad Adjustment Board, provided, however, that nothing contained in this agreement shall prevent any employe from changing membership from one organization to another organization admitting to membership employes of a craft or class in any of the services above specified.

(c) (1) Employes who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in

Paragraph (a) of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employes return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required within thirty-five calendar days from date of their return to such service to comply with the provisions of Paragraphs (a) and (b) of this agreement.

(2) The seniority status and rights of employes furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the Federal Government or a State Government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employes shall, upon resumption of employment, be considered as new employes for the purposes of applying this agreement.

(3) Employes who retain seniority under the Rules and Working Conditions Agreements governing their class or craft, and who, for reasons other than those specified in Items (1) and (2) of this Paragraph (c), are not in service covered by such agreements or leave such service, will not be required to maintain membership as provided in Paragraphs (a) and (b) of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employes return to any service covered by the said Rules and Working Conditions Agreements they shall, as a condition of their continued employment, be required, from the date of return to such service to take membership in one of the organizations specified in Paragraphs (a) and (b) of this agreement.

(d) Nothing in this agreement shall require an employe to become or to remain a member of the Organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees and assessments, shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time.

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(e) (1) Each employe covered by the provisions of this agreement shall be considered by the Carrier to have met the requirements of the agreement unless and until the Carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employe who it is alleged has failed to comply with the terms of this agreement and who the Organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreements. The form of notice to be used shall be agreed upon by the Carrier and the Organization, and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the Carrier will, within ten calendar days of such receipt, so notify the employe concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the Organization. An employe so notified who disputes the fact that he has failed to comply with the terms of this agreement shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employe in writing with copy to the Organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employe concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreements not later than thirty calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(2) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employe has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employe and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employe or to the Organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employe and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization or the employe involved requests the selection of a neutral person to decide the dispute as provided in Paragraph (e)(3) below. Any request for selection of a neutral person as provided in Paragraph (e)(3) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(3) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this agreement the Organization or the employe involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this agreement or his designated representative, the General Chairman of the Organization or his designated representative, and the employe involved or his

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representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employe involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties as to the matters decided within the limitations of Item 9 hereof. The Carrier, the employe, and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employe.

(4) It is understood that if an employe produces evidence to an officer or local chairman of the Organization that he is a member in any one of the Labor Organizations as specified in Paragraph (b) of this agreement that will satisfy this agreement and no notice will be served by the Organization on the Carrier to have employe removed from Service. Employe will be required to produce such evidence on demand of an officer or local chairman of the Organization, but will not be required to produce such evidence more than once in a calendar month. If employe fails or refuses to produce such evidence, he may be cited to the Carrier by the Organization as not complying with this agreement.

(5) The time periods specified in this paragraph may be extended in individual cases by written agreement between the Carrier and the Organization.

(6) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreements between the Carrier and the Organization will not apply to cases arising under this agreement.

(7) The General Chairman of the Organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The Carrier shall notify the General Chairman of the Organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(8) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

(9) Decisions made pursuant to this paragraph shall be confined to determination of fact of compliance or noncompliance by the employe with the terms of this agreement but do not apply to any questions of law arising out of or in connection with the legally permissible limits of this agreement under applicable law.

(f) Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The Carrier may not, however, retain such employe in service under the provisions of this paragraph for a period in excess of sixty calendar days from date of the last decision rendered under the provisions of Paragraph (e), or ninety calendar days from date of receipt of notice from the Organization in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this paragraph shall not, during such extension, retain or acquire any seniority rights. The above period may be extended by agreement between the Carrier and the Organization.

(g) An employe whose seniority and employment under the Rules and Working Conditions Agreements is terminated pursuant to the provisions of this agreement or whose employment is extended under Paragraph (f) shall have no time or money claims by reason thereof.

If the final determination under Paragraph (e) of this agreement is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employes based upon an alleged violation, misapplication or noncompliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Paragraph (f), or while such determination may be stayed by a court, or while a discharged employe may be restored to service pursuant to a judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employe against the Carrier predicated upon any action taken by the Carrier in applying or complying with this agreement or upon an alleged violation, misapplication or noncompliance with any provision of this agreement. If the final determination under Paragraph (e) of this agreement is that an employe's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the

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Organization or other employes based upon an alleged violation, misapplication or noncompliance with any part of this agreement.

(h) In the event that seniority and employment under the Rules and Working Conditions Agreements is terminated by the Carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this paragraph shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to be expense to the Carrier in defending suits by employes whose seniority and employment are terminated by the Carrier under the provisions of this agreement.

(i) An employe whose employment is terminated as a result of noncompliance with the provisions of this agreement shall be regarded as having terminated his employe relationship for vacation purposes.

(j) This Agreement shall become effective July 1, 1965, and is in full and final settlement of the notice served on the Carrier by the Organization on or about September 9, 1964. It shall be construed as a separate Agreement by and on behalf of the Carrier and those employes thereof represented by the Organization signatory hereto. This Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Topeka, Kansas, this 10th day of June, 1965.

(Signatures not reproduced)

MEMORANDUM OF AGREEMENT

It is agreed that in the application of the Union Shop Agreement signed this date at Topeka, Kansas, any employe of the company signatory hereto who, on the date on which compliance with the Union Shop Agreement is required, is not a member of the union representing his craft or class, or any new employe entering the service of the company signatory hereto after the effective date of this agreement, if he would otherwise be required to be a member of a union under the Union Shop Agreement, will be deemed to have met the

requirements of the Union Shop Agreement executed this date provided he pays to the union representing his craft or class the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required of all members of such union within the time limits provided for in the Union Shop Agreement.

This Memorandum of Agreement shall be attached to and made a part of the Union Shop Agreement signed this date.

Signed at Topeka, Kansas, this 10th day of June, 1965.

(Signatures not reproduced)

APPENDIX NO. 29

DUAL TRAINMEN'S AND YARDMEN'S SENIORITY

Agreements providing for dualization of seniority between trainmen and yardmen have been made effective on the following divisions as of the dates listed below:

Division	Date
Illinois Division, excluding former Missouri Division	5-01-60
Middle Division, including former Western Division	5-01-60
Former Oklahoma Division, excluding former Southern Kansas Division	5-01-60
Former Panhandle Division	5-01-60
Colorado Division, Pueblo and Canon City Districts only	5-01-60
Slaton Division	5-01-60
New Mexico Division	5-01-60
Former Pecos Division	1-01-62
Colorado Division, First, A.V. and Boise City Districts	3-01-63
Original Plains Division	
Yard/Road	1-01-62
Road/Yard	4-01-72
Former Missouri Division	
Yard/Road	3-01-62
Road/Yard	4-01-72
Former Southern Kansas Division	
Yard/Road	3-01-62
Road/Yard	7-28-71

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Eastern Division	
Yard/Road	5-20-62
Road/Yard	4-01-72
Kansas City Division/Eastern Division	
Yard/Road	4-01-71
Colorado Division – Denver District	
Yard/Road	9-02-75

The following reproduced Agreement, placed in effect on the first five territories listed above, is representative of the Agreements in effect on all of the divisions listed in the foregoing. IT IS UNDERSTOOD, HOWEVER, THAT HANDLING WILL BE GOVERNED BY THE ACTUAL AGREEMENT SIGNED COVERING EACH SUCH TERRITORY:

SECTION 1

Establishment of Dual Seniority

(a) Effective as of 1201am, August 1, 1960, employes holding seniority dates of April 30, 1960 or earlier as yardmen on the territories aforementioned will be given a seniority date as brakeman of May 1, 1960, with the same relative standing among themselves that they hold as yard helper, following junior brakeman as of that date.

(b) Effective as of 1201 am, August 1, 1960, employes holding seniority date of April 30, 1960 or earlier as brakemen on the territories aforementioned will be given a seniority date as yardman of May 1, 1960, with the same relative standing among themselves that they hold as brakeman, following junior yardman as of that date.

(c) Brakemen or yardmen who enter the service and establish seniority on the districts and divisions appearing in the preamble hereof after 1201am, May 1, 1960, shall insofar as this agreement is concerned, retain their present seniority date and acquire corresponding seniority date as brakeman or yardman.

SECTION 2

Seniority Districts and Rights

(a) The separate seniority districts for brakemen and yardmen in effect as of August 1, 1960 are not amended or changed in any manner by this agreement. It is understood that this agreement establishing dual seniority rights for brakemen and yardmen will not affect the seniority standing of either class as such whose names appear on the seniority rosters prior to 1201am, May 1, 1960.

SECTION 3

Seniority Rosters

(a) Separate seniority rosters for brakemen and yardmen will be maintained so that the ebb and flow between brakemen service and conductor service shall be between the conductor's roster and the brakemen's roster. Seniority rosters for brakemen and yardmen will be revised effective August 1, 1960 to conform to the provisions of Section 1 hereof and will be open to correction for a period of 90 days after date of issue. All requests for corrections must be addressed in writing to the officer who issued the seniority roster within 90 days following date of issuance. No request for correction will be entitled to or receive consideration if such request reaches the officer who issued the seniority roster more than 90 days following date of issuance of the roster. Typographical errors may be corrected at any time.

(b) In preparing the revised seniority rosters as of August 1, 1960, in the event two or more employes hired on or after May 1, 1960 have the same seniority dates, their relative position on the revised rosters will be based on the time of day at which each started his first service. If this does not take care of the question in all cases a representative of the Management and the Organization will confer and agree in what order such individuals are to appear on the revised rosters.

SECTION 4

Application of Dual Seniority

(a) Nothing herein shall change or abrogate the provisions of the agreements covering road and yard service, i.e., while employed in road service the provisions of the agreement governing road service employes shall apply; while employed in yard service the provisions of the agreement governing yard service employes shall apply.

(b) On or after August 1, 1960, employes may exercise their seniority from yard to road service, or vice versa, by bidding or bumping only. A written application for chain gang road service by an employe in yard service will be considered as a bid. An employe having displacement rights may exercise his seniority in either road or yard service.

(1) Except in the exercise of seniority, transfer to extra board in the other class of service will only be made upon written application and will be made effective

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when additional men are to be placed on that board. Dependent upon the requirements of the service, transfers may be deferred until replacements are available and such deferment will not subject the Company to penalty payments.

(A) When forces are reduced or adjusted to the extent that an employe is unable to hold a position in the class of service assigned he shall, unless permitted to lay off, immediately place himself, seniority permitting, in the other service.

(c) Brakemen and yardmen bidding, bumping and/or transferring from road service to yard service, or vice versa, will be required to remain in such service for a period of seven (7) calendar days unless unable to hold a regular assignment or the extra board in such service, in which event he will be subject to the above Item (A) of Paragraph (b). It is understood that employes moving from road service to yard service, or vice versa, will not be permitted to place a bid, in the other class of service, on any advertisement closing within such seven (7) day period.

NOTE 1: The seven (7) day requirement of this rule will be waived when brakemen are forced into yard service, or yardmen are forced into road service as a result of force reduction. The employe may return to the service from which forced before expiration of the seven day period at the first opportunity based on his seniority standing, provided he files written request to do so. (Letter Agreement General Managers Olson and Stuppi to General Chairman Faulkner, April 30, 1962.)

NOTE 2: In calculating the above seven day period, the day on which the change from road to yard service, or vice versa, is made will count as the first calendar day, which will permit such employes to return to the class of service in which previously working at any time subsequent to 1201am of the same day in the following calendar week. (Letter Agreement General Managers Olson and Stuppi to General Chairman Gloystein, June 14, 1967.)

(d) It is understood that the ebb and flow between brakemen's service and conductor's service must be between employes working within the scope of those agreements. An employe moving from yard to road service can only take service under the Trainmen's Agreement. An employe moving from road to yard service can only come from the ranks of employes subject to the Trainmen's Agreement.

(e) Yardmen when first taking road service will be required to pass necessary examinations and/or make student trips to the extent considered necessary by Management, without expense to the Company. (See Appendix No. 32.)

SECTION 5

Promotion

(a) Applicable rules will govern the promotion of brakemen and yardmen in their respective service.

(b) #Roadmen transferring to yard service shall be governed by August 8, 1953 Agreement (now Article 15(d)) and required to take promotion to engine foreman upon accumulating 18 months in either road or yard service or any combination thereof, except in cases where employes with road seniority dates prior to May 1, 1960 fail to pass the necessary promotion examination they will forfeit their yard seniority and be restricted to road service. Brakemen holding yard rights will automatically be considered qualified as engine foremen as of date promoted to conductor. (From Letter of Understanding dated October 25, 1974, General Managers Briscoe and Fitzgerald to General Chairman Gloystein.)

(c) Yardmen transferring to road service will be governed by Section C of the Single Seniority Agreement and Article 22(b) of the Road Schedule, except in cases where employes with yard seniority dates prior to May 1, 1960 fail to pass the necessary promotion examination they will forfeit their road seniority and be restricted to yard service. #(As revised by Memorandum of Agreement effective November 11, 1977.)

NOTE: For application to protected employes under Crew Consist Agreement effective May 15, 1981, refer to Addendum No. 1 of Appendix No. 36.

SECTION 6

Extra Board

(a) This dualization agreement will in no way serve to merge or bring together extra boards covering road and yard service.

SECTION 7

Deadheading

(a) It is understood and agreed that the terms of this agreement shall not be construed as changing any of the provisions contained in the existing Road Agreement or Yardmen's Agreements concerning deadheading or payments for deadheading affecting employes in road service, or affecting employes in yard service. However, it is understood and agreed that deadheading or loss of time resulting from the exercise of dual seniority rights by employes in going from road service to yard service, or from yard service to road service, will be without expense to the Company.

SECTION 8

General

(a) This dualization agreement will in no way change the line of demarcation between road and yard service.

(b) (First sentence this paragraph no longer applicable). Otherwise, this agreement shall not be construed as changing or amending the Road Agreement applicable to road service or the Yardmen's Agreement applicable to yard service, except as is necessary to make the provisions of those agreements conform with this agreement.

SECTION 9

Enacting and Terminating Clause

This agreement shall be effective as of August 1, 1960 and shall continue in effect subject to thirty (30) days' written notice by either party of a desire to change or terminate same in accordance with the Railway Labor Act, as amended.

Dated at Topeka, Kansas, June 9, 1960.

(Signatures not reproduced)

APPENDIX NO. 30

Letter Agreement, General Managers Olson and Stuppi to General Chairman Faulkner, March 14, 1962:

Referring to your file 135.14(a) and recent conversation concerning the question of accepting bids on advertised brakemen's vacancies under the Dual Seniority

Agreement from employes working as yardmen when such yardmen are junior in point of brakeman's seniority to all brakemen working as such, and vice versa:

We have drafted the following:

Bids on advertised yardmen vacancies will not be accepted from employes working as brakemen when such brakemen are junior in point of yardmen's seniority to all yardmen working as such. Likewise, bids on advertised brakemen's vacancies will not be accepted from employes working as yardmen when such yardmen are junior in point of brakemen's seniority to all brakemen working as such.

which we feel will effect uniform handling, and if you are in accord and will so advise it will be made effective.

NOTE: Applicable to non-protected employes only, as amended by Addendum No. 2 of Appendix No. 36.

APPENDIX NO. 31

Letter from General Managers Briscoe and Fitzgerald to General Chairman Cantrill dated January 20, 1977.

Referring to your Section 6 Notices of March 1, 1968 and March 28, 1975, concerning "newly employed inexperienced men entering train-yard service* * *", which were discussed in connection with our present student switchmen-brakemen training program.

You agreed to withdraw said Notices with the understanding:

1. Carrier will use a yardman as student instructor when giving on-the-ground instructions in the yard. Due consideration will be given to the senior engine foreman.
2. Carrier retains the right to use anyone it desires as instructor in classroom portion of training program.
3. Carrier will limit the number of students to two (2) when making student trips with a working crew and in road service such students will be traded off between head end and rear end of train during trip(s).
4. Western Lines will allow same rate to student instructor as is being allowed on the Eastern Lines.

(Signatures not reproduced).

APPENDIX NO. 32
APPENDIX NO. 33

APPENDIX NO. 32

Letter Agreement, General Managers Olson and Stuppi to General Chairman Faulkner, April 19, 1963:

Your letter of March 29th, files 135.14(a) and 116.30, in regard to application of the rule in Dual Seniority Agreements with regard to yardmen making student trips prior to initial service as brakeman on the road:

In line with our discussion in Topeka today, we will follow the following practice in the future:

1. We will require these road trips only by yardmen who are hired subsequent to the effective date of Dual Seniority Agreements on the respective divisions or districts involved.
2. This will exclude all yardmen who have been in service prior to the date the existing Dual Seniority Agreements became effective.
3. We understand you have no quarrel about our present practice with respect to requiring yardmen to make sufficient trips as baggageman to qualify to perform the duties of such assignments.
4. In any future Dual Seniority Agreements we will stipulate excluding yardmen from making student trips as brakeman provided they have one year or more Santa Fe service as yardman.

APPENDIX NO. 33

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines including Northern and Southern Divisions, and Brotherhood of Railroad Trainmen.

Yardmen or Brakemen-Yardmen in specific yards on the Eastern and Western Lines, including Northern and Southern Divisions, where yard engine assignments are discontinued as a direct result of placing the pooling of caboos agreement into effect, will be subject to the following provisions:

Number of Protected Jobs

1. After the time the caboose pooling arrangement is placed in effect at a given terminal and certain yard engines are discontinued as a direct result of operating cabooses through, the total number of positions discontinued as result thereof at such terminal, shall establish the maximum number of “affected employes” that will, when furloughed, be entitled to receive benefits as set forth in Paragraphs 2, 3 and 4 of this agreement.

NOTE: “Positions” for the purpose of this rule means employes who hold seniority as yardmen on the affected seniority district.

Individuals

2. The determination of individuals eligible to receive benefits as “affected employes” under Paragraph 1 of this agreement will be made in the following manner:

On the date the caboose pooling arrangement becomes effective at a specific terminal, the individuals subject to protection will be determined by starting with and working up from the junior brakeman-yardman on the working list at that time. Such individuals will equal the number of discontinued positions as determined under the provisions of Paragraph 1 hereof. Such list of eligible individuals will then and thereafter extend only upward from the bottom of such eligible list beginning with the junior brakeman-yardman on the working list on the date the caboose pooling arrangement becomes effective at a specific affected terminal.

While the eligible list may change as to individuals, it will not as to total number of eligible persons, except that the number of eligibles will be reduced to the extent the working list is later increased or by employes leaving the service due to natural attrition, which is defined as death, retirement, dismissal for cause or resignation.

If, after the number of eligible individuals subject to protection has been determined under Paragraph 1 of this agreement, additional yardmen or brakemen-yardmen should be cut off in subsequent force reductions not attributable to the pooling of cabooses, the designation of eligibles subject to receive payments will move upward and apply to the senior of the individuals who are off in force reduction at that time. If, still later the working list is increased and some of

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the eligible men are recalled to service, the list of eligible individuals will accordingly be moved downward on the seniority roster. This list of eligible individuals will be adjusted upward or downward as the working list is changed, so that payments will accrue only to the senior thereof who are cut off in force reduction, never exceeding the number stipulated in Paragraph 1 adjusted by force increases, decreases or by natural attrition.

EXAMPLE 1: At the time the agreement is placed into effect at a specific terminal, Man No. 137 as an example, was the junior man on the working list. Men Nos. 138, 139 and 140 were off in force reduction at that time. Five yardmen positions were eliminated as direct result of pooling of cabooses. Men Nos. 133 through and including 137 would be “affected employees” eligible for protection due to being furloughed. Man No. 138 and junior to him are not “affected” since they were furloughed prior to the date the caboose pooling arrangement was made effective.

Following the above, the working list increased by two men, Nos. 133 and 134 being returned to the working list. Men 133 and 134 would therefore be removed from the affected status and would not be eligible for any protection under this agreement. This would leave only Men Nos. 135, 136 and 137 as affected employees eligible to receive protection benefits.

EXAMPLE 2: At a later date, force reductions take place, furloughing Man No. 131 and all of the junior men. Men Nos. 131 through 135 inclusive, who are then in furloughed status, would then become the only affected employees eligible to receive protection benefits under the provisions of Paragraphs 2, 3 or 4 hereof.

3-a. For the purposes of this agreement, the “protection period” will be that period of time from the date the pooling of cabooses is placed into effect at a given terminal to the expiration of four (4) years therefrom; provided, however, that the protection period for any “affected” individual shall not continue for a longer period, following the date the pooling of caboose agreement is placed into effect, than the period such individual was in the employ of the Carrier, prior to the date he becomes an “affected employee.”

3-b. As and when a furloughed "affected employe," as determined under Paragraph 2 hereof, is recalled to the working list, his allowance during the "protection period" will cease, regardless of when he actually reports, until such time as he again may be placed in a furloughed status.

3-c. In order to maintain their eligible status "affected" brakemen-yardmen are required to exercise their dual seniority to its fullest extent. In other words no "affected employe" will be permitted to assume a furloughed status if his seniority will permit him to work either in yard or road service under the dual seniority agreement.

3-d. In the event of failure of an "affected employe" to return to service following notice of recall, or in the event of resignation, death or dismissal for cause, all protection allowances shall cease.

4. Eligible individuals identified and determined as to number under the provisions of this agreement will be paid during their protective period, when out of service in force reduction, a sum equivalent to a yard helper's wages, based on five (5) eight (8) hour straight time days per week at the then currently effective rate of pay for yardmen.

5. Carrier will be permitted to take credit for all outside earnings, including unemployment benefit payments received by individuals subject to protection payments under this agreement.

6. A trainman-yardman directly affected by the pooling of cabooses and who is forced to change his place of residence in order to procure employment, after completely exhausting his dual seniority at the point, will be eligible for benefits contained in this paragraph. Trainmen-yardmen, however, who change their place of residence, not as a direct result of the pooling of cabooses agreement, and which grows out of the normal exercise of seniority, shall not be considered within the purview of this paragraph. Such employes will be entitled to the following:

6-a. If the employe owns his own home in the locality from which he is required to move, he shall, within sixty (60) days of the date he becomes displaced, advise the Carrier whether he desires the Carrier to purchase his home at the fair market value. The fair market value of the home in question shall be based and determined on value as of August 20, 1965. After the employe notifies the Carrier he desires the Carrier to purchase his home at its fair market value, the Carrier shall arrange to do so within a period of thirty (30) days from date of

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APPENDIX NO. 34

such notification. The time limits specified in this paragraph may be extended by mutual agreement in extenuating circumstances.

6-b. If the employe is under a contract to purchase his home, he will have the same election as indicated in Paragraph 6-a above, and the Carrier will purchase his equity at its fair market value, and in addition shall relieve him from any further obligations under his contract.

6-c. If the employe holds an unexpired lease of a dwelling occupied by him as his home, the Carrier shall protect him from all loss and cost in securing cancellation of his lease.

6-d. Should a controversy arise in respect to the value of the home or termination of a lease, it shall be decided through joint conference between the representatives of the Organization involved and the Carrier and in the event they are unable to agree, the dispute may be referred by either party to a board of competent real estate appraisers, selected in the following manner: one to be selected by the representatives of the Employes and the Carrier, respectively; and if they cannot agree, then these two shall endeavor by agreement, within ten (10) days after their appointment, to select a third appraiser, and in the event of failure to agree then the National Mediation Board shall be requested to appoint a third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

This agreement signed at Amarillo, Texas, this 3rd day of March, 1966.

(Signatures not reproduced)

APPENDIX NO. 34

MEMORANDUM OF AGREEMENT entered into between the Eastern and Western Lines, except Northern and Southern Divisions, of The Atchison, Topeka and Santa Fe Railway Company and its employes represented by the Brotherhood of Locomotive Engineers, the Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen, and the Brotherhood of Railroad Trainmen in complete settlement of the Section 6 Notice served upon the Carrier under date of April 15, 1964 for an agreement to govern payment for time lost,

deadheading, etc. pursuant to Carrier's medical examination requirements, and is in full disposition of mediation proceedings in Case No. A-7491:

IT IS AGREED:

Section 1(a). Except as otherwise provided in this agreement, an in-service employe withheld from service on instructions of the Carrier for the purpose of undergoing a medical evaluation, shall, unless correctly restricted or disqualified as a result thereof, be paid for all time lost until authorized by the Carrier to resume duty.

(b) If such employe is required to report for medical evaluation at a point other than the home terminal of his assignment or at his point of residence if his normal habits make available a reasonable opportunity for examination at such point, he shall be paid the greater of:

- (1) all time lost, or
- (2) necessary actual miles of travel at the passenger rate,

and he shall be reimbursed for necessary expenses incurred on his account only, until return. Convenient available passenger train service will be used, unless upon request Carrier authorizes another mode of travel. Allowance will not be made for more time lost and expenses incurred than are necessary for the travel period, completion of the examination and expeditious return to his terminal or point of residence.

Section 2. An employe who is off duty for a period of thirty (30) or more days on account of a serious medical deficiency which could lead to his restriction or disqualification should give Carrier as much advance notice, in writing, as reasonably possible of date of intended return to service. If he attempts to resume service without at least five days such advance notice, the Carrier, at its discretion, will have five days to accomplish a medical evaluation, during which time no payment will be made for time lost, but he will be paid for necessary actual miles of travel and expenses as outlined in Section 1(b) hereof.

Section 3. When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence if his normal habits make available a reasonable opportunity for examination at such point, and sufficient time is allotted without loss

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of time, the employe shall arrange to undergo such examination in that manner.

Section 4. A furloughed employe recalled for service and required to undergo medical evaluation prior to resumption of service is not covered by the provisions of this Agreement.

NOTE: The term "medical evaluation" includes but is not limited to the actual medical examination, laboratory procedures, X-rays and so forth as well as time for final decision after results thereof are known.

This Agreement signed at Chicago, Illinois this 12th day of April, 1967, shall become effective May 1, 1967 and shall be construed as a separate agreement by and on behalf of the Carrier, party hereto, and its employes represented, respectively, by the Brotherhood of Locomotive Engineers, Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen, as heretofore stated; and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(Signatures not reproduced)

PERIODIC PHYSICAL EXAMINATION

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company – Eastern and Western Lines – including Northern and Southern Divisions and its Employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union Enginemen's, Conductors' and Trainmen's and Yardmen's Committees.

IT IS AGREED:

When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence, the employe will make a reasonable effort to obtain the medical examination without loss of time. If, in his opinion, he is unable to do so, such advice must be furnished to his appropriate supervisor in order to permit the Carrier to arrange for scheduling such examination which will be a requirement in order to receive pay under this rule for all time lost (if any). After the scheduling of the examination, if an employe is displaced from or bids off his assignment, he must notify the Carrier at least 24 hours in advance of his

appointment in order to permit rescheduling of the examination to avoid loss of time.

The foregoing shall be in complete disposition of your Section 6 Notice dated March 27, 1974 and shall be made effective on July 15, 1975.

Signed this 30th day of June, 1975.

(Signatures not reproduced)

APPENDIX NO. 35

AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company – Eastern and Western Lines (excluding Northern and Southern Divisions) and the Brotherhood of Railroad Trainmen.

IT IS AGREED:

Section 1. All road freight crews will consist of not less than two brakemen (in addition to a conductor).

Exception:

Assigned local crews on the following territories may be operated with not less than one brakeman (in addition to a conductor):

- One crew between Henrietta and St. Joseph.
- One crew between Chanute and Pittsburg.
- One crew between Great Bend and Scott City.
- One crew between La Junta and Holly (AV District).
- One crew between Pampa and Clinton.
- One crew between Carlsbad and Pecos.
- One crew between Ft. Stockton and Presidio.
- One crew between Hamlin and Altus.
- One crew between Sayard and Sonora.

Section 2. A passenger crew will consist of one (1) brakeman (in addition to a conductor) and, in addition, a brakeman-baggage man or train-baggage man when required under Article 1(a-2) of the Road Schedule.

Section 3. Yard crews will consist of not less than one foreman and two helpers (Article 2(a) Yardmen's Agreement).

Exception:

APPENDIX NO. 35 Cont.

The following yard engine assignments may be operated with not less than one foreman and one helper:

#Chillicothe	-One yard engine
Atchison	-One yard engine
Coffeyville	-One yard engine
Great Bend	-One yard engine
Colorado Springs	-One yard engine
Pampa	-One yard engine
Hamlin	-One yard engine

#As and when service requirements demand, the Carrier may establish a second yard engine assignment at Chillicothe, Illinois consisting of a foreman and one (1) helper.

Section 4. This agreement does not change currently effective agreements, rules, awards and practices relating to self-propelled machines.

Section 5(a). Road brakemen and/or yardmen who establish seniority in their respective seniority districts on or prior to May 10, 1968, shall be known and designated for the purposes of this Agreement as "protected employes".

(b). A "non-protected employe", for the purposes of this Agreement, is a road brakeman or yardman who establishes a seniority date in his respective seniority district on or after May 11, 1968.

(c). Protected employes will not be furloughed until reducible positions in their seniority districts are filled. However, no protected employe shall have any right to fill jobs or positions that the Carrier may discontinue pursuant to the provisions of this Agreement if other employment in other classes of road or yard service is available to him on his seniority district.

(d). A "non-protected employe" will have no right to jobs or positions that the Carrier may discontinue pursuant to the provisions of this Agreement.

(e). A "protected employe" will have no right to occupy a reducible position or assignment if a "non-protected employe" is occupying a position or assignment (including the extra board) which the Carrier may not discontinue pursuant to the provisions of this Agreement.

(f). The purpose of this Agreement is to specify the number of employes to be used on certain crews and nothing herein shall be construed as limiting or restricting the Carrier's

right to establish or discontinue crew assignments to conform with the needs of the service in accordance with the applicable rules and agreements. The abolishment of any reducible assignment does not preclude the Carrier's right to re-establish the assignment at a later date with a reduced crew.

(g). Nothing in this Agreement shall prevent the Carrier from adding an additional position of road brakeman or an additional position of yard helper to any assignment when in its judgment the additional position is deemed necessary for a period of time.

Section 6. The Carrier will restore brakemen and yardmen positions to the minimum crew consist provided in Sections 1 and 3 hereof, as of the effective date of this Agreement, except those which are not required to be filled under the terms of this Agreement. This restoration is to be subject to available manpower; however, the Carrier will use its best efforts to hire the necessary additional men promptly. Doubling will not be required directly or indirectly to fill these restored assignments. However, all positions restored under the provisions of this Agreement will be filled in accordance with provisions of the schedule agreements no later than September 1, 1968.

Section 7. This Agreement, which shall become effective May 16, 1968, is in full and final settlement of the notices served by the Eastern Lines of the Carrier on December 24, 1965, by the Western Lines on December 27, 1965 and notices served by the Brotherhood of Railroad Trainmen on both Eastern and Western Lines on January 3, 1966, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois this 10th day of May, 1968.

(Signatures not reproduced)

APPENDIX "36"

CREW CONSIST AGREEMENT

Between the

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

And the

UNITED TRANSPORTATION UNION

In full and final settlement of the Carrier's Section 6 Notice dated June 13, 1977, as it pertains to the consist of crews in road and yard service:

IT IS AGREED:

The consist of all road freight and yard crews, except as otherwise provided in this agreement, shall be not less than a conductor (foreman) and two brakemen (helpers). Such crews will hereinafter be referred to as standard crews.

Question and Answer No. 1

Q. Does this agreement change in any manner affect the consist of crews in passenger service?

Question and Answer No. 2

Q. Does this agreement change in any manner agreement rules and practices pertaining to the filling of conductor/foreman vacancies?

A. No.

Question and Answer No. 3

Q. Does brakeman/helper indicate a combined extra board of brakemen and yardmen?

A. No.

ARTICLE 1

The reduction of road freight service brakeman or yard brakeman (helper) positions from any crew shall be made solely on a pure attrition basis, i.e., no road freight brakeman or yard helper position available to a protected employe under schedule rules will be blanked, nor will a protected employe be furloughed or remain on furlough as long as a reduced crew is operating on his seniority district, except under certain conditions hereinafter provided. A protected employe may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position rather than exercise seniority on a blanked position.

Question and Answer No. 1

Q. When protected employe(s) voluntarily elects under a stay-at-home agreement to go to a furlough status, is the Carrier prevented from operating a reduced crew under any provisions of the Crew Consist Agreement?

A. No, assuming there is no protected employe(s) off-in-force involuntarily.

Question and Answer No. 2

Q. Inasmuch as "A protected employe may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position rather than exercise seniority on a blanked position", may such protected employee rescind his voluntary furlough status and return to service?

A. After 120 days, the employe may advise in writing of desire to relinquish voluntary furlough status and will also advise board(s) in order of preference he desires to be placed upon at next increase of extra board, being placed thereon, seniority permitting.

Questions and Answer No. 3

Q. When is a protected employe considered involuntarily off-in-force reduction?

A. When the employe's seniority will not permit the holding of any position, including an extra board, on the employe's entire seniority district.

APPENDIX NO. 36 Cont.
ARTICLE2

Question and Answer No. 4

- Q. When will protected employe(s) called from off-in-force reduction status to protect an outside assignment be relieved?
- A. When an extra board employe becomes available.

ARTICLE 2

(a) All employes holding a seniority date on road brakemen and/or yard switchmen seniority rosters on the effective date of this agreement shall be known and designated as “protected employes”. Any such employe in a dismissed or suspended status as of the effective date of this agreement, or thereafter, who is subsequently reinstated with seniority rights unimpaired shall also be a protected employe.

Question and Answer No. 1

- Q. Does “or thereafter” apply to future dismissals?
- A. Yes.

ARTICLE 2(b)

(b) A protected employe shall retain the right to exercise seniority to must-fill, blanked or blankable second brakeman or second yard helper positions (except those specified in Article 15 below and assignments which could be manned by one conductor (foreman) and one brakeman (helper) prior to the effective date of this agreement), subject to certain conditions provided for in this agreement. The protection against furlough for employes protected under pre-existing crew consist agreements is preserved.

Question and Answer No. 1

- Q. Will blankable second brakeman/helper positions continue to be bulletined?
- A. Yes, where rules now require until no bids are received on such positions from protected employes, in which event the positions will be blanked.

Question and Answer No. 2

- Q. Does a protected employe retain the right to exercise seniority to a blanked second brakeman/helper position?

- A. Yes, if he has a bump coming, except on those specified in Article 15 and assignments which could be manned by reduced crew prior to this agreement.

Question and Answer No. 3

- Q. Will crews hereafter operated on a “one and one” basis pursuant to prior crew consist agreements be subject to the Special Allowance and Productivity Fund payments on the effective date of this agreement?

- A. Yes.

Question and Answer No. 4

- Q. If a permanent vacancy on a blankable position closes without bid, at a time protected employees are off-in-force involuntarily, can you blank position?

- A. No. The junior unassigned protected is force assigned. Past practice would then be followed as to whether a recall to senior OIFR protected (involuntary) is issued immediately or wait until normal checking time when determination will be made as to whether the regulation of the extra board requires issuing recall(s). If there are no protected employees off-in-force involuntarily at the time bids close, the position is blanked.

ARTICLE 2(c)

(c) Brakemen and/or switchmen establishing seniority after the effective date of this agreement shall be known and designated as “non-protected employees” and shall not have the right to exercise seniority to or otherwise be used on blanked or blankable second brakeman or second yard helper positions.

Question and Answer No. 1

- Q. Is a non-protected employee’s seniority restricted except as set forth in Article 2(c)?

- A. No.

Question and Answer No. 2 (Coast Lines Only)

- Q. Under Article 10, Section 18 of the current agreement a helper who fails promotion on second attempt forfeits seniority and acquires a new date as helper. Since this new date

APPENDIX NO. 36 Cont.
ARTICLE 3
ARTICLE 6

will be subsequent to the effective date of the Crew Consist Agreement, would a protected employe retain that status?

A. Yes.

ARTICLE 3

(a) The term “must-fill” positions are positions covered by agreements between Carrier and UTU, except second brakeman (yard helper) positions in road and yard service which may be blanked pursuant to this agreement.

(b) The term “blanked” position refers to a second brakeman or helper position on a crew which is not filled and works as a “reduced crew.”

(c) The term “blankable” position refers to a second brakeman or helper position on a standard crew which is filled by a protected employe and which, under certain specified conditions, can be operated as a “reduced crew” in the absence of a second brakeman/helper.

(d) A “reduced crew” is a crew that operates with a conductor (foreman) and one brakeman(helper).

ARTICLE 4

No Carrier supervisor, official, or non-craft employes (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard crew working under UTU Agreements.

ARTICLE 5

No protected employe will be moved from a standard crew of a conductor/foreman and two brakemen/helpers to a reduced crew of a conductor/foreman and one brakeman/helper in order to make such crew a standard crew of a conductor/foreman and two brakemen/helpers, except as provided in Article 13 hereof.

ARTICLE 6

Permanent must-fill vacancies (other than those referred to in Paragraphs (a), (b) and (c) below), which are not filled voluntarily in the usual manner, will be filled by assigning the most junior brakemen/helpers on the extra board. If non-protected employes are assigned (either by

choice or if forced), an equal number of protected employees electing to remain on or go on the extra board will, in reverse order of seniority, lose their status in filling blankable positions so long as non-protected employees are holding must-fill positions. However, a protected employee on the extra board so affected will be permitted to exercise his seniority on any must-fill position held by a non-protected employee at any time by giving the appropriate Carrier officer a twenty-four (24) hour notice.

Question and Answer No. 1

- Q. Do protected employees who lose their status as such, due to non-protected employees holding must-fill positions, lose their trip credits toward the distribution of the Productivity Fund during the period of time they are considered non-protected?
- A. Yes, they are considered for all purposes during this time of lost status the same as any other non-protected employees.

Question and Answer No. 2

- Q. When the above protected employees, who have lost their status, elect to give the 24-hour notice, what are their rights?
- A. They will gain no rights other than those in effect under Dual Seniority prior to crew consist except that granted by Article 6 of this agreement.

ARTICLE 6(a)

(a) Permanent must-fill vacancies and/or additional turns in pool freight service not voluntarily filled in the usual manner will be filled by assigning the most junior protected brakemen among those on the extra board and those holding blankable positions in that pool.

Question and Answer No. 1

- Q. Will the junior protected extra board employee be assigned or the junior of the protected on the extra board and those on blankable pool positions?
- A. The junior protected from the combination of the extra board and the blankable pool positions.

APPENDIX NO. 36 Cont.
ARTICLE 6(b)
ARTICLE 6(c)

ARTICLE 6 (b)

(b) Permanent must-fill vacancies in yard service not voluntarily filled in the usual manner will be filled by assigning the most junior protected helpers among those on the extra board and those holding blankable positions on the same shift (starting time bracket) in the same yard (switching limits).

Question and Answer No. 1

- Q. Does the wording in 6(b) and 7(a) reading “same starting time bracket” mean the time periods referred to in existing starting time rules?
- A. Yes, for example, 0630 to 0800, 1430 to 1600, and 2230 to 2400 where three eight-hour shifts are worked in continuous service.

ARTICLE 6(c)

(c) Permanent must-fill vacancies at outlying points not filled voluntarily in the usual manner will be filled by assigning the most junior protected brakemen/helpers among those on the extra board(s) and those holding blankable positions in the same class of service on jobs with the same on-and-off duty points; same working limits; same rates of pay; and the same or nearest the same starting time (not to exceed one hour earlier or later).

Protected brakemen/helpers being moved from a blankable position to a must-fill position, as outlined in Paragraphs (a), (b) and (c) above will be made whole for any loss of time that might be incurred while making the forced move.

Question and Answer No. 1

- Q. How is the make-whole calculated for protected employes moving from blankable to must-fill positions under (a), (b) and (c)?
- A. What would have been earned on the last trip or tour of duty on the blankable position versus what was earned on the first trip or tour of duty on the must-fill position.

Question and Answer No. 2

- Q. Does the last paragraph provide for deadhead payment, when deadheaded, if the employe is force assigned?
- A. Current rules prevail.

ARTICLE 7

Protected brakemen and switchmen on the extra board shall be used on blankable second brakemen/yard helper vacancies and on must-fill vacancies to the extent specified below. However, as provided in Article 6 of this agreement, protected extra board employees will not be used on blankable second brakemen/yard helper vacancies as long as they remain on the extra board and must-fill positions are assigned to non-protected employees.

Non-protected brakemen/yardmen on the extra board shall be used only on must-fill vacancies and shall have no claim if run around by a protected brakeman/yardman used on a blankable vacancy.

Question and Answer No. 1

- Q. Will non-protected brakemen/yardmen be called in their turn from the extra board to fill second brakemen/helper positions or vacancies in instances where it is mandatory to use a standard crew under the terms of this agreement?
- A. Yes, under such circumstances second brakemen/yardmen positions or vacancies will be classified the same as “must-fill” positions or vacancies.

Question and Answer No. 2

- Q. If the vacancy is for a blankable position and one or more non-protected stand 1st, 2nd, etc., do you run around these and call a protected extra board employee?
- A. Yes.

Question and Answer No. 3

- Q. Would you call a protected extra board brakeman with prior service (not rested) for a blankable position, even if called around a non-protected brakeman?
- A. Yes, if in the option of dispatcher the employee has sufficient time to make the trip. Prior rules and practices remain unchanged.

Question and Answer No. 4

- Q. Will a protected employee occupying a blankable position be subject to discipline if

APPENDIX NO. 36 Cont.
ARTICLE 7(a)

a call is missed for service on other than his regular assignment?

A. No.

ARTICLE 7(a)

(a) Yardmen's Extra Board. All extra board yardmen will continue to be confined to five straight-time, eight-hour shifts in their work week under the Five-Day Work Week Agreement currently in effect. Road service work not to be considered.

After all available extra board yardmen have worked their allotted number of shifts, or the extra board is exhausted, any must-fill vacancy will be filled in seniority order by a protected helper who has in a written request and who is assigned to work that day on a blankable position in the same starting time bracket in which the vacancy exists. The senior protected yardman contacted will fill the vacancy and will receive no less compensation than would have been earned on his own assignment. In the absence of an available protected helper with a written request, the junior protected helper working a blankable position in the same starting time bracket will fill the vacancy and will receive no less compensation than would have been earned on his own assignment.

In the event there are no available protected yard helpers holding blankable positions in the same starting time bracket in which the vacancies exist, said vacancies will be filled in accordance with the rules or practices in effect prior to this agreement.

Question and Answer No. 1

Q. Will a time and one-half tour of duty in yard service be counted as a day against a helper on the yard extra board under the provisions of this Article 7(a)?

A. No time and one-half tours will not be counted in computing the five straight-time, eight-hour shifts in his work week.

Question and Answer No. 2

Q. When the most junior available protected yard helper on a blankable position in the same starting time bracket is used on a must-fill vacancy, does the overtime rate apply because of doubling?

A. No, only straight time rate is applicable.

Question and Answer No. 3

- Q. If a yardman is holding a 3:00 p.m. assignment and is not notified until arrival his services are needed at 4:00 p.m., when will his pay and overtime commence?
- A. Pay shall commence at 3:00 p.m., overtime after 11:00 p.m.

Question and Answer No. 4

- Q. If a yardman is holding a 4:00 p.m. assignment and is not notified until arrival at 4:00 p.m. his services were needed at 3:00 p.m., when will his pay and overtime commence?
- A. Pay shall commence at 4:00 p.m. with a minimum of a basic day, overtime after 12:00 midnight.
- Q. If the above man shows at 3:30 p.m., when will pay and overtime commence?
- A. 3:30 p.m. and 11:30 p.m., i.e., when placed with the crew.

Question and Answer No. 5

- Q. Would you run around non-protected yardmen and use a protected employe even if it would result in time and one-half payment?
- A. Yes, so long as the employe is fully rested under the Hours of Service Law.

Question and Answer No. 6

- Q. If there was a blankable vacancy on a 7:00 a.m. engine and a must-fill vacancy on an 8:00 a.m. engine with only one extra board yardman, who was a protected employe, how would you fill the positions assuming the one regular helper on the 7:00 a.m. engine was the junior protected helper working a blankable position in the same starting time bracket?
- A. The protected extra board yardman would be called for the 7:00 a.m. blankable vacancy and then notified to protect the 8:00 a.m. must-fill position.

Question and Answer No. 7

- Q. Is it permissible to hold back a yard extra board protected employe, thus running

APPENDIX NO. 36 Cont.
ARTICLE 7(b)

around such employe, so he may be used at a later time to fill a specified vacancy requirement?

A. No.

Question and Answer No. 8

Q. Are employes who have filed request for service under Side Letter 8, Article 22(w)(j), or the Agreement of December 30, 1981, eligible for service on must-fill positions?

A. If the steps outlined in Articles 7(a) and 7(b) do not provide an employe for a must-fill position, said vacancies will be filled in accordance with rules and practices in effect prior to the Crew Consist Agreement.

ARTICLE 7(b)

(b) Brakemen's Extra Board.

(1) When extra board brakemen have earned 1,000 miles in a work week (a period of seven consecutive days starting with Friday), they will not be used for the remainder of the work week on other than must-fill vacancies.

(2) When the extra board is exhausted, must-fill vacancies on assignments protected by that extra board will be filled by the junior available protected brakemen holding blankable positions at that point. The protected brakemen being forced from their regular blankable positions will be paid not less than they would have earned on their regular assignments.

(3) The rotation of pool turns will be maintained and the turns will be run first in first out.

(4) When the extra board is exhausted and a must-fill vacancy cannot be filled in accordance with Item (2) above, a must-fill vacancy in pool freight service will be filled by stepping up the first out available brakeman in that pool. In other service, the senior brakeman at that point will be used on the must-fill vacancy.

(5) When a brakeman is used from a must-fill position to another must-fill position under Item (4) above, he will be paid the earnings of his regular assignment in addition to what he earns on the temporary vacancy.

Question and Answer No. 1

- Q. What earnings will be used to compute the 1,000 miles in road service for extra board employes under the provisions of Article 7(b)?
- A. All miles paid for less arbitraries, i.e., miles run, with a minimum of 100, overtime and deadhead, passenger miles to be equivalent freight miles.

Question and Answer No. 2

- Q. Will an extra board employe be relieved from an outlying assignment after earning 1,000 miles in a work week?
- A. Yes, provided relief is available and the position is to be filled under the terms of this agreement.
- Q. Will the extra board employe sent to relieve the employe who has earned 1,000 miles in the work week be allowed deadhead pay when deadheaded?
- A. Yes, as well as the employe relieved who has earned the 1,000 miles.

Question and Answer No. 3

- Q. Would you call a protected extra board brakeman with prior service (not rested) for a blankable position, even if called around a non-protected brakeman?
- A. Yes, if in the opinion of dispatcher the employe has sufficient time to make the trip. Prior rules and practices remain unchanged.

Question and Answer No. 4

- Q. While it is the responsibility of the extra board brakemen to register their miles, must they also maintain the accumulated total?
- A. No.

Question and Answer No. 5

- Q. Would the miles made by extra board brakeman as emergency conductor be charged against the brakemen's extra board?

APPENDIX NO. 36 Cont.
ARTICLE 7(b) Cont.

A. No, only to the conductors' extra board.

Question and Answer No. 6

Q. How long is a standard road switcher crew going to be worked as a reduced crew when a member of that crew lays off for cause after commencing duty or ties up under the Hours of Service, when there are available extra protected brakemen on the extra board?

A. Assuming the road switcher is assigned on a turnaround basis, until that tour of duty is completed. If the vacancy is for the conductor's position and there is a promoted brakeman on the crew, the senior promoted will be used as conductor and the brakeman's position will not be filled. In either case, the remaining two crew members will be paid the Special Allowance and payment will be made to the Productivity Fund. In both instances there will be no claim for not filling the brakeman's position; however, the brakeman used as conductor will be allowed a minimum of a day as conductor in addition to payment due as brakeman until placed in service as conductor.

Question and Answer No. 7

Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$6.98 Special Allowance and \$48.25 payment made to the Productivity Fund if they are instructed to work as a reduced crew?

A. Yes.

Question and Answer No. 8

Q. Will a protected employe occupying a chain gang or a pool turn position be subject to censure or discipline if a call is missed for service on other than his own pool turn or chain gang position?

A. No.

Question and Answer No. 9

Q. After extra board trainmen have earned their 1,000 miles, how are they utilized?

- A. They will continue to remain on the extra board, working on a first-in, first-out basis; however, their use from the extra board will be limited to the service available to non-protected extra board brakemen until the commencement of a new work week.

Question and Answer No. 10

- Q. Shall rotation of pool turns be run first-in, first-out?
- A. The provision “first-in, first-out” was written specifically in the agreement to indicate the Carrier would use employees to fill out the crew when the regular members were off the turn, rather than just permit the turn to remain first out and use the second out crew in its place.

Question and Answer No. 11

- Q. What does “at that point” mean in 7(b)(2) and (4)?
- A. In (2) if there was a vacancy at an outlying point, it would first be filled by the junior brakeman holding a blankable position at the same outlying point, thence to the extra board point. In (4), pool service is filled from the same pool, whereas any other service is filled by the senior of all service, i.e., pool, local, switcher, etc., at the pool point regardless of where the vacancy exists.

Question and Answer No. 12

- Q. When a protected employe is involuntarily off in force and a reduced crew is operated, do you count the mileage of the unoccupied position for mileage regulation purposes?
- A. Yes, so long as a protected employe is involuntarily off-in-force reduction and the reduced crew did not result from personal leave day(s).

Question and Answer No. 13

- Q. Does Article 7(b)(3) require running pool turns first-in, first-out even though one or more employes assigned to the turn cannot be used because of prior service on said turn?
- A. No. The next out turn with sufficient time to work under the Hours of Service Law will be used.

APPENDIX NO. 36 Cont.
ARTICLE 7(b) Cont.

Question and Answer No. 14

- Q. Does the above prior service theory also apply to an extra board employe?
- A. If an extra board employe does not have sufficient time under the Hours of Service Law, because of prior service, to make the trip, the extra board employe need not be called.

Question and Answer No. 15

- Q. When will a regular employe(s) be relieved who has been used to fill a must-fill position on an outside assignment under Item (2)?
- A. When regular man reports or an extra board employe becomes available, whichever occurs first.

Question and Answer No. 16

- Q. If both brakemen positions on an outside assignment are temporarily vacant and the extra board is exhausted, how are they filled?
- A. The first vacancy would be must-fill and filled under Article 7(b)(2). The other vacancy would be blankable and an employe involuntarily OIFR with request on file would be used, if available.

Question and Answer No. 17

- Q. In the above example, if the extra board is exhausted the following day, do both brakemen remain on the vacancies?
- A. No. Since both positions are occupied, the brakeman used under Article 7(b)(2) is no longer on a must-fill and should be released.

Question and Answer No. 18

- Q. In the above example, assuming the brakeman used under 7(b)(2) is released, the extra board is still exhausted on day 2 and another OIFR employe with request on file is sent to fill the second position, which OIFR employe should be released on day 3 if one extra board brakeman becomes available?
- A. The junior of the two OIFR employes.

Question and Answer No. 19

- Q. Are employees who have filed request for service under Side Letter 8, Article 22(w)(j), or the Agreement of December 30, 1981, eligible for service on must-fill positions?
- A. If the steps outlined in Articles 7(a) and (b) do not provide an employee for a must-fill position, said vacancies will be filled in accordance with rules and practices in effect prior to the Crew Consist Agreement.

Question and Answer No. 20

- Q. How are the make whole provisions of the Crew Consist Agreement applied?
- A. What the employee would have earned on his/her regular assignment, had the employee remained thereof, less what the employee actually earned for the period the employee was prevented by the Carrier from protecting his/her regular assignment.

ARTICLE 8

The Carrier shall maintain a sufficient number of employees to permit reasonable lay-off privileges and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.

There will be no change in the existing practices or agreements in the regulation of the number of turns (crews) in chain gang freight pools. Where extra boards are not guaranteed the local chairmen and local officers will agree on the number of employees to be assigned to the respective extra boards under current regulation rules.

Question and Answer No. 1

- Q. When a protected employee is involuntarily off-in-force and a reduced crew is operated, do you count the mileage of the unoccupied position for mileage regulation purposes?
- A. Yes, so long as a protected employee is involuntarily off-in-force reduction and the reduced crew did not result from personal leave days(s).

APPENDIX NO. 36 Cont.
ARTICLE 9
ARTICLE 11

ARTICLE 9

In the event a standard yard crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis not to exceed one hour if there is an available protected helper on the extra board who will be called to fill the vacancy. If there is no available protected helper on the extra board, the position will be blanked and the remaining crew members will finish that tour of duty. They shall be paid the Special Allowance and payment will be made to the Productivity Fund as provided for in Articles 18 and 19 of this agreement.

ARTICLE 10

In the event that any member of a standard yard crew discontinues duty before completion of the crew's tour of duty, he shall be paid for the actual time on duty. If a replacement is called, the remaining two crew members may be required to work not to exceed one hour. The Carrier may elect to tie the crew up rather than call a replacement, or in the event no protected helper is available from the extra board, the remaining two crew members may be required to work on a reduced crew basis and receive the Special Allowance and payment shall be made to the Productivity Fund as hereinafter provided in Articles 18 and 19.

Question and Answer No. 1

- Q. When a member of a standard yard crew discontinues service during a tour of duty and the extra board is exhausted, is the Carrier required to call a yardman from any other source, such as those having request under the provisions of Side Letter No. 8 or its equivalent, to fill the vacancy?
- A. No.

ARTICLE 11

In the event a standard road crew member (brakeman) fails to report before departure of his train from the home terminal (i.e., before the train starts to move from the track on which it was made up), the crew may be used on a reduced crew basis to and from the away-from-home terminal provided the trains they operate do not exceed 121 cars, or 6,840 feet, exclusive of engine(s) but including caboose(s). The two crew members so used will be paid the Special Allowance and payments will be made to the Productivity Fund as provided in Articles 18 and 19 of this agreement.

If a brakeman of a standard crew is given less than the required advance call, the train will be held until the brakeman reports but not to exceed the amount of time the call was short.

Question and Answer No. 1

- Q. If there is switching to be performed and one member of the standard road crew fails to report for duty at the on-duty time, may the crew commence switching and depart from the terminal or complete their tour of duty as a reduced crew?
- A. Yes, under these circumstances the time the crew starts switching rather than the time “the train starts to move from the track on which it was made up”, will be controlling in the application of Article 11.

Question and Answer No. 2

- Q. If a reduced crew is used under Article 11, is there any prohibition against setting out, picking up or switching on either the trip to the away-from-home terminal or the trip to the home terminal?
- A. No, unless otherwise prohibited in other current rules applicable to standard crews.

ARTICLE 12

If a brakeman on a standard train crew on a straight-away road assignment at the away-from-home terminal is unavailable for reasons of his own, including marking off, the remaining two crew members may be required to work back to their home terminal, providing the train does not contain more than 121 cars, or 6,840 feet exclusive of engine(s), but including caboose(s), and will receive the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 18 and 19 of this agreement.

In the event that the train does contain more than 121 cars, or 6,840 feet exclusive of engine(s), but including caboose(s), so as to require a standard crew, and unless otherwise agreed to by the Local or General Chairman, the second brakeman position will be filled in accordance with the applicable provisions of Article 13 below.

APPENDIX NO. 36 Cont.
ARTICLE 13

Question and Answer No. 1

- Q. May a brakeman on a standard train crew who was not available for a turnaround road assignment at the away-from-home terminal, be used for a subsequent straightaway trip to the home terminal when the crew is next called and he is available?
- A. No.

ARTICLE 13

At the away-from-home terminal, when (1) a vacancy exists on a reduced crew or (2) the train on which the crew is to be used requires a standard crew, or (3) in order to restore a reduced crew to a standard crew handling a train in excess of 121 cars, or 6,840 feet as provided in Articles 11 and 12, the vacancy will be filled in the following sequence:

- (a) By stepping up the first rested and available brakeman from a blankable position in the same pool.
- (b) By stepping up the first rested and available brakeman from a must-fill position in the same pool.
- (c) By deadheading a brakeman from the home terminal.

In the application of Paragraphs (a) and (b), it is understood that subsequent brakemen will not be stepped up to fill a vacancy on a crew from which a brakeman had been stepped up, in order to make that crew a standard crew. The brakeman who is stepped up to restore a crew to a standard crew as provided for in the first paragraph of this Article 13 will be allowed the Special Allowance as provided in Article 18 of this agreement separate and apart from the make-whole provisions set forth next below.

Brakemen used off their regular assignment under (a) or (b) above will be returned to their regular assignment at the home terminal and will receive no less compensation than they would have earned had they remained on their regular assignment.

Question and Answer No. 1

- Q. Under what circumstances is the Carrier restricted from stepping up a brakemen at the away-from-home terminal to fill vacancy on a second brakeman position?

- A. Only when the vacancy he stepped up to was caused by the Carrier in order to operate a previous train out of the away-from-home terminal requiring a standard crew. Vacancies caused by brakemen marking off at the away-from-home terminal for reasons of their own on reduced or standard crews may be filled as provided for in Article 13(a) and (b) without restriction.

Question and Answer No. 2

- Q. When stepping up a brakeman at the away-from-home terminal under Article 13(a), which brakeman on the crew should be selected?
- A. Except when both brakemen on the crew are extra board brakemen, the senior brakeman should be selected. If both are extra board brakemen, the one who stood first out when they were called from the extra board should be selected. If the brakeman so selected cannot be contacted, the other brakeman on the crew may be used.

Question and Answer No. 3

- Q. Will a trainman who stands to be stepped up under this article be disciplined should he miss the call?
- A. No.

Question and Answer No. 4

- Q. How are the make whole provisions of the Crew Consist Agreement applied?
- A. What the employe would have earned on his/her regular assignment, had the employe remained thereon, less what the employe actually earned for the period the employe was prevented by the Carrier from protecting his/her regular assignment.

ARTICLE 14

The following car limits and train length limitations shall be made effective in road freight service:

Trains of one to 71 cars but not to exceed 4,015 feet in length, exclusive of engine(s) but including cabooses(s), may be operated with a reduced crew of one (1) conductor and (1) brakeman, subject to other provisions of this agreement.

APPENDIX NO. 36 Cont.
ARTICLE 14 Cont.
ARTICLE 15(a)

Trains of 72 cars to 121 cars but not to exceed 6,840 feet in length, exclusive of engine(s) but including cabooses, may be operated with a reduced crew of one (1) conductor and one (1) brakeman by agreement between the appropriate UTU Local Chairman or Local Chairmen and local carrier officers with the approval of the appropriate General Chairman or General Chairmen and Carrier's Vice President-Personnel and Labor Relations.

Trains consisting of more than 121 cars or exceeding 6,840 feet in length, exclusive of engine(s) but including cabooses, will be operated only with a standard crew.

Employees will not be required to operate with less than the required train crew specified in this agreement nor will they be censured or disciplined in any manner for refusal to do so.

Question and Answer No. 1

- Q. Do the car limits and train length provisions of Article 14 apply to assignments which could be manned by one conductor and one brakeman prior to the effective date of this agreement?
- A. Yes.

Question and Answer No. 2

- Q. Do car limits and train length provisions of Article 14 apply to traveling switchers classified as road assignments?
- A. Yes, when handling train between stations on road trip.

ARTICLE 15

(a) New business or new service operations of trains not exceeding 121 cars or 6,840 feet in length, exclusive of engine(s) but including cabooses, such as piggyback, unit and commodity trains, established to compete with other modes of transportation, such as trucks, ships and barges; and all non-revenue trains, such as snow plows, work or wreck trains (including handling of wreck trains, terminal to terminal) may be operated with a reduced crew of not less than one (1) conductor/foreman and one (1) brakeman/yard helper.

Question and Answer No. 1

- Q. Prior to the effective date of this agreement, there were four pool crews in service on a division and after the effective date of this agreement business increases and two

additional pool crews are added to the pool service. Can this be considered new business or new service operations?

A. No.

Question and Answer No. 2

Q. If new business is obtained from other modes of transportation, can it be protected by reduced crews, including pool crews?

A. Yes.

ARTICLE 15(b)

(b) Where such service is protected from extra boards or by crews exclusively assigned to such service, it may be manned by reduced crews. When such service is protected by standard crews, second brakeman (helper) vacancies will be filled by available protected extra board brakemen (helpers) to the extent provided for in Article 7 of this agreement.

ARTICLE 15 (c)

(c) Car limits and train lengths set forth in this agreement do not apply to reduced Hours of Service relief road crews, except that if the train consists of more than 71 cars or 4,015 feet, no scheduled work will be performed en route to the terminal.

Question and Answer No. 1

Q. In the event a crew is relieved because of the Hours of Service Law before departing its initial terminal and a relief crew is called to handle the train of the crew being relieved, will the car limits and train lengths, as provided for in Article 14 hereof, apply to the relief crew?

A. Yes, because the train has not departed its initial terminal.

Question and Answer No. 2

Q. Does this application have any effect on yard crews, reduced or standard, being used to handle Hours of Service Law trains within the 15-mile limit?

A. No.

ARTICLE NO. 36 Cont.
ARTICLE 16(a)
ARTICLE 16(c)

ARTICLE 16

(a) Portable radios will be furnished each member of a reduced crew consisting of one conductor (foreman) and one brakeman (yard helper) for his use while on duty. Such radios will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employes will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios and employes will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employe abuse or tampering.

Question and Answer No. 1

- Q. Does any part of Article 16 supercede or amend the provisions of the Radio Rules contained in Rules – Operating Department?
- A. No.

Question and Answer No. 2

- Q. How will the portable radios be “furnished” to members of reduced crews?
- A. They will be made available at the on-duty point for crew members to pick up who will turn them in at the off-duty point.

ARTICLE 16(b)

(b) Sufficient frequency channels will be utilized to provide safe communication.

Question and Answer No. 1

- Q. Is it understood the Carrier cannot furnish extra channels if they are not available to the Carrier?
- A. Yes.

ARTICLE 16(c)

(c) Except in an emergency, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios and, in addition, operable radio on engines nor will they be censured or disciplined in any manner for refusing to do so.

Question and Answer No. 1

- Q. Presently there are some reduced crews operating without benefit of radios for each member of crew. Will the new rule require each member to have a radio immediately?
- A. No. Operation will continue in accordance with past practice until an ample supply of radios have been received, but within six months unless otherwise mutually agreed to.

Question and Answer No. 2

- Q. What will be the requirements for providing radios to other reduced crews?
- A. If the Carrier originates an order upon notification of ratification, six months' extension will be provided. Should there be failure of delivery through no fault of the Carrier, the matter will be further discussed.

Question and Answer No. 3

- Q. When a member of a standard yard crew fails to report or discontinues service before completion of tour of duty, will such crew be provided with portable radios?
- A. Yes, when under the provisions of this agreement the crew is classified as a reduced crew and entitled to the Special Allowance and payment is to be made to the Productivity Fund.

Question and Answer No. 4

- Q. How long will a reduced yard crew be required to work after radio fails while working?
- A. After the 6-month period, not to exceed 1'00" from time of notification.

ARTICLE 16(d)

(d) Except in an emergency, reduced crews in road service will not be required to perform switching or depart a terminal with train not having radio communication between rear and head end of train in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

APPENDIX NO. 36 Cont.
ARTICLE 16(d) Cont.
ARTICLE 17

Question and Answer No. 1

- Q. What is meant by the wording, “head end of train”?
- A. The control unit of the locomotive.

Question and Answer No. 2

- Q. What is an “operable portable radio”?
- A. One which will transmit and receive.

Question and Answer No. 3

- Q. Presently there are some reduced crews operating without benefit of radios for each member of crew. Will the new rule require each member to have a radio immediately?
- A. No. Operation will continue in accordance with past practice until an ample supply of radios have been received, but within six months unless otherwise mutually agreed to.

Question and Answer No. 4

- Q. What will be the requirements for providing radios to other reduced crews?
- A. If the Carrier originates an order upon notification of ratification, six months’ extension will be provided. Should there be failure of delivery through no fault of the Carrier, the matter will be further discussed.

Question and Answer No. 5

- Q. How long is a road switcher crew going to be worked as a reduced crew without a radio?
- A. After the 6-month period, not beyond the end of that tour of duty.

ARTICLE 17(a)

(a) The Carrier is not restricted by this agreement from establishing or continuing assignments which have been single-position assignments such as but not limited to pilots, skatemen and car retarder operators.

(b) Where the Carrier elects to operate a job with a crew consist in excess of that required by this agreement, and the excess position on a crew is filled for five (5) consecutive days, the senior employe making application for the position will be assigned if the position is to be continued. The position may be abolished at any time pursuant to the usual notice requirements.

Question and Answer No. 1

- Q. How will it be known that the Carrier has elected to operate a job with a crew in excess of that required by the agreement?
- A. It will not be assumed that the Carrier has elected to operate a job with a crew in excess of that required by the agreement unless the blankable position on the crew is filled for five (5) consecutive days and on one or more of those days the position is filled by a non-protected employe. In other words, Article 17(b) will not apply to situations where the second brakeman/helper position is filled as the result of using protected employes from the extra board or as the result of a protected employe exercising his right to fill a blankable position in conformity with the agreement. However, the Carrier may post a notice or bulletin a job with two or more brakeman/helper positions designated as must-fill positions.

ARTICLE 18

Beginning on the effective date of this agreement, road freight train and yard service crew members, both protected employes and non-protected employes, working on reduced crews shall be paid an additional Special Allowance of \$4.00, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities consistent with the operation of a reduced crew.

The \$4.00 Special Allowance is subject to all retroactive wage and cost-of-living allowance increases from January 1, 1978, and to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this agreement.

Question and Answer No. 1

- Q. With respect to Questions and Answers 1 and 2 applicable to Article 19(a), what Special Allowances would be paid?
- A. The Special Allowances would be paid the same, one.

APPENDIX NO. 36 Cont.
ARTICLE 18 Cont.
ARTICLE 19(a)

Question and Answer No. 2

Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$6.98 Special Allowance and \$48.25 payment made to the Productivity Fund if they are instructed to work as a reduced crew?

A. Yes.

ARTICLE 19(a)

(a) For each yard tour of duty or road freight service trip that a crew is operated with one (1) conductor or foreman and one (1) brakeman or yard helper, the Company will pay into the Employees' Productivity Fund the sum of \$48.25. This payment will be made on a pay period cash basis for the sole and exclusive benefit of the eligible protected road freight train and yard service employees represented by the United Transportation Union and is to be considered as an account or trust of and for the protected employees as a sharing in productivity savings. The \$48.25 payment will not be subject to future general wage increases or cost-of-living adjustments.

Question and Answer No. 1

Q. When a reduced crew protects an ID train, even though for pay purposes, a new day commences out of a recognized terminal, how many payments are made to the Productivity Fund?

A. One.

Question and Answer No. 2

Q. If a crew is called for straight away or turn around service into or out of a point which, for pay purposes, may require payment of a new day, how many payments will be made to the Productivity Fund?

A. One

Question and Answer No. 3

Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$6.98 Special Allowance and \$48.25

payment made to the Productivity Fund if they are instructed to work as a reduced crew?

A. Yes.

ARTICLE 19(b)

(b) Separate Employee Productivity Accounts shall be maintained for each particular road and yard seniority district unless otherwise agreed to by the General Chairmen and Carrier's Vice President – Personnel and Labor Relations. At the end of each year, each protected employe performing service in that particular seniority district will share in the division of the Employes' Productivity Fund, according to the number of yard tours of duty and/or road freight trips performed in that district during that calendar year. For equity purposes, each paid vacation day taken by a protected employe in road freight and/or yard service will be credited in computing his share of the Productivity Fund.

EXAMPLE

Amount in fund at the end of year	\$288,000
Number of protected employes	200
Total number of road freight service trips and/or yard tours of duty by protected employes only	12,000

$\$288,000 \div 12,000 = \24 per share
Each protected employe receives
\$24 x the number of his trips or
tours of duty.

Question and Answer No. 1

Q. Do the number of days not worked while protecting the extra board go to the credit of the protected employe toward the number of yard tours of duty credited for the purpose of sharing in the Productivity Fund?

A. No, only actual service performed in freight or yard service is so credited.

Question and Answer No. 2

Q. In the event of the death of a protected employe who is entitled to payment from the Productivity Fund, will his part be paid to the estate or beneficiary?

A. Yes, at the end of the year when disbursements are made.

APPENDIX NO. 36 Cont.
ARTICLE 19(b) Cont.
ARTICLE 19(c)

Question and Answer No. 3

Q. Section (b) provides that for each paid vacation day taken by a protected employe he will be credited with that day in computing his share of the Productivity Fund. Will "Personal Leave" days taken by an employe also be credited in computing his share of the Productivity Fund?

A. No.

Question and Answer No. 4

Q. How many shares will be credited for each week of vacation taken by a protected employe in road freight or yard service under this Article?

A. Seven.

Question and Answer No. 5

Q. Will tours of duty in road or yard service on single position assignments such as pilots, skatemen and car retarder operators worked by protected employes be credited in computing their share of the Productivity Fund?

A. Yes.

Question and Answer No. 6

Q. If an employe is due an adjustment in wages due to being used off his assignment, does he receive any additional yard tours or road freight trips other than those he actually performed for purpose of determining personal share count?

A. No.

ARTICLE 19(c)

(c) The productivity sharing provided for above is limited to the extent that the total amount of a protected employe's annual share of the Employes' Productivity Fund cannot exceed one-third (1/3) of his total compensation for that calendar year.

EXAMPLE

The protected employe earns \$27,000 for service performed. His payment from the fund for the year could not exceed \$9,000 (1/3 of \$27,000).

Question and Answer No. 1

Q. Is it understood to mean only compensation from the Carrier?

A. Yes. Compensation from any other source cannot be taken into account.

Question and Answer No. 2

Q. In view of the requirements of the Agreement covering Productivity Accounts, are Articles 19(c) and (i) of the Crew Consist Agreement interpreted to mean fiscal year in lieu of calendar year?

A. Yes.

(d) Payment made to protected employees out of the Productivity Fund shall not be included in computing vacation pay.

(e) When a protected employee has shares in more than one Productivity Account, the amounts due from each account will be combined and the total amount paid cannot exceed one-third (1/3) of his total compensation for that calendar year.

(f) When computing one-third (1/3) of a protected employee's total compensation in any calendar year, payments or credits received from the Productivity Fund will not be included in the computation.

(g) Payments made to protected employees out of the Productivity Fund shall not be used in the computation of any monetary guarantees.

(h) A part-time Union officer who is unable to work in road freight or yard service due to performing official union work will be credited for such actual days lost from his assignment toward his number of tours of duty or trips in computing his share of the Productivity Fund. The General Chairman will furnish as soon as possible, but not later than October 31 each year, to the Carrier's Payroll Accounting Department the information necessary to properly credit those individuals for the number of tours of duty or trips to be so computed. (Changed from January 31 per Letter of Understanding dated October 5, 1982)

(i) The Company's pay period cash deposits to the Employees' Productivity Fund may be discontinued after the actual dollar amount deposited in the current calendar year is equal to not less than the full amount required to pay all protected employees a full one-third of their

APPENDIX NO. 36 Cont.
ARTICLE 19(i) Cont.
ARTICLE 21

annual compensation for the preceding calendar year, adjusted to include cost-of-living and general wage increases due in the current calendar year. If the amount paid in is not adequate to pay all monies due under this agreement, the Company will make up the deficit.

Question and Answer No. 1

Q. In view of the requirements of the Agreement covering Productivity Accounts, are Articles 19(c) and (i) of the Crew Consist Agreement interpreted to mean fiscal year in lieu of calendar year?

A. Yes.

(j) The necessary arrangements for the establishment and administration of the Employees' Productivity Fund in compliance with ERISA and other applicable legal requirements will be finalized within 120 days from the effective date of this agreement.

ARTICLE 20

To expedite attrition an individual protected employe may request or may be offered in seniority order by the Carrier the opportunity for voluntary early separation and accept a lump sum separation allowance and other considerations in lieu of all other benefits and protection provided in this agreement. Such employe will be given an opportunity to elect hospital-surgical coverage for himself and his dependents in lieu of a portion or all of the severance allowance agreed upon, if he so desires.

Such request or offer for early voluntary separation shall be in writing and subject to the approval and option of both the individual employe and Carrier's Vice President-Personnel and Labor Relations.

Question and Answer No. 1

Q. Is the Carrier precluded from entertaining any protected employes' request for separation because there are senior protected employes who have not separated?

A. No.

ARTICLE 21

The carrier shall continue to apply the provisions of Article VIII of Mediation Agreement A-10222 dated August 25, 1978 in the hiring of firemen.

ARTICLE 22

(a) Effective May 15, 1981, all train service employes in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following graduated basis:

<u>Years of Service</u>	<u>Personal Leave Days Per Year</u>
Less than 5 years	2 Days
Five years and less than 10 years	4 Days
Ten years and less than 15 years	6 Days
Fifteen years and less than 20 years	8 Days
Twenty years or more	10 Days

Question and Answer No. 1

- Q. An employe who will have five years of service on August 1, 1981, takes two personal leave days prior to that date. Is he entitled to an additional two personal leave days after August 1, 1981?
- A. Yes.

Question and Answer No. 2

- Q. In determining length of service, does clerical, mechanical, etc. service count?
- A. No, only continuous service as brakeman-conductor and/or yard helper-engine foreman.

Question and Answer No. 3

- Q. May the Carrier unilaterally refuse to grant personal leave days to those brakemen/conductors who are working as such, because of being off-in-force reduction as firemen?
- A. The Carrier will attempt to consummate an agreement with the UTU/E and BLE whereby these specific brakemen/conductors will be subject to the same terms and conditions outlined in Article 22 of the Crew Consist Agreement as any other brakeman/conductor who does not have fireman-engineer seniority, including reduction of the number of personal leave days by the number of paid holidays (or pay in lieu thereof) regardless of the class or grade of service in which engaged at the time granted a paid holiday or pay in lieu thereof. If either or both Organization, UTU/E and the BLE, refuse to

APPENDIX NO. 36 Cont.
ARTICLE 22(a) Cont.
ARTICLE 22(b)

consummate said agreement on a system basis, the Carrier will have the unilateral right to administer the granting of personal leave days to these specific employes.

ARTICLE 22(b)

(b) The number of personal leave days each road freight service employe is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of dual road and yard seniority rights.

Question and Answer No. 1

Q. If a man with more than five years and less than ten years of service, who is entitled to four personal leave days a year (receives or could have received 6 paid holidays but did not qualify due to unavailability on qualifying day or days), goes to road service, which does not qualify for holiday pay, would he be entitled to four personal leave days?

A. Yes, but he could not get more than ten personal leave days and holiday, through the combination of the two.

Question and Answer No. 2

Q. In the event the same man, who qualified for and who is entitled to four personal leave days, works a yard job or a road job qualifying for holiday pay and earns seven paid holidays and then takes a job that does not qualify for holiday pay, how many personal leave days would he then be entitled to?

A. Three.

Question and Answer No. 3

Q. In the case of a 20-year brakeman working the first part of the year on freight trains not governed by holiday pay, and during such time uses all ten days of his "personal leave," then goes to a road freight run covered by Holiday Pay rules, or yard service covered by Holiday Pay rule, what is his eligibility for holiday pay?

A. He would not be eligible for holiday pay, as he used his maximum ten days for the year, and no more holiday-pay days would be due; similarly, if he used five days of personal leave, he would only be eligible for the five holiday-pay opportunities the remainder of the year, i.e., in no event can a man accrue more than ten days' personal leave or holiday pay opportunities in combination.

Question and Answer No. 4

- Q. If a passenger service employe, where no holiday pay applies, goes into freight service where the personal leave days apply, is he eligible for such days when in freight service?
- A. Yes.

Question and Answer No. 5

- Q. If the employe requests and is granted a personal leave day on the day that would be a qualifying day for holiday pay, how shall such day be treated?
- A. For holiday pay purposes, it will be treated the same as a vacation day.

Question and Answer No. 6

- Q. How will the maximum of ten (10) personal leave/paid holidays be computed for employes who hold seniority as engineer/fireman and exercise their seniority as conductors/brakemen while furloughed as firemen?
- A. A number of personal leave days will be reduced by the number of paid holidays (or pay in lieu thereof) regardless of the class or grade of service in which engaged at the time granted a paid holiday (or pay in lieu thereof).

ARTICLE 22(c)

(c) Personal leave days may be taken upon 24 hours' notice to the designated carrier representative, and the employe will be paid one basic day at the rate of the last service performed for each personal leave day or days. Should the Carrier refuse an employe's request for personal leave day or days, any leave days not granted by subsequent requests will be carried over, but will be requested and granted prior to May 1 of the following year.

The Carrier will have the option of granting personal leave days which are requested with less than 24 hours' notice, but refusal of such request shall not constitute a right to carry those day(s) over.

Question and Answer No. 1

- Q. Any employe has five years of service as of December 29, 1980, and is entitled to four personal leave days, but there are only three days remaining in the year. After taking

APPENDIX NO. 36 Cont.
ARTICLE 22(c)

three personal leave days, may he then carry the fourth day over into the next year?

A. No.

Question and Answer No. 2

Q. If an employe did not request all or part of entitled personal leave days, can they be carried over to the next calendar year?

A. No.

Question and Answer No. 3

Q. Does an employe going into road freight service have to perform one or more road trips before requesting personal leave day(s)?

A. Yes.

Question and Answer No. 4

Q. If an employe expires before taking his personal leave days, will the personal leave days be paid to his estate?

A. No.

Question and Answer No. 5

Q. Is it permissible for an employe to request 10 personal leave days and then only take 5 personal leave days?

A. No, unless authorized by the Carrier.

Question and Answer No. 6

Q. Can an employe request 5 personal leave days and then extend the leave days to 10 after starting the leave days?

A. Yes, if Carrier grants approval.

Question and Answer No. 7

Q. May employes request personal leave days in the same manner as they presently request layoff, i.e., by telephone?

- A. If an employe is working out of an outlying point, or resides at a location which is distant from his on-duty point, arrangements may be made by telephone; however, the form used by the Carrier to request personal leave days must be formally completed, and submitted no later than the first tour of duty following the request, whether the request is granted or denied.

Question and Answer No. 8

- Q. May an employe who was denied the right to take personal leave day(s) that have been carried over to the following year, be allowed to take such personal leave day(s) between January 1 and May 1 of the following year even though such employe is not now in road service, having been cut back into yard service where he would not be otherwise qualified for personal leave?
- A. Under Santa Fe Agreement, No.

Question and Answer No. 9

- Q. If the answer to the above question is in the affirmative, will the Carrier be allowed to take credit in yard service by working a yard crew on a reduced basis when such an employe takes personal leave days(s) carried over?
- A. Since the answer was “no”, this question is moot under Santa Fe Agreement.

Question and Answer No. 10

- Q. What does “subsequent requests” mean under Article 22(c)?
- A. At least two requests in addition to the original or initial request.

ARTICLE 22(d)

(d) Personal leave day or days will not be scheduled or allowed to start on other than a work day of the employe’s position. Personal leave days for extra board employe and those in pool freight service will begin when they otherwise would have been called. When a member of a crew is on his personal leave day(s), if his position is not a must-fill position, it may be blanked. Personal leave days paid for will be counted as qualifying days for vacation purposes.

Question and Answer No. 1

- Q. If an employe on an assigned local requests personal leave day(s), how are they counted?

APPENDIX NO. 36 Cont.
ARTICLE 22(d) Cont.

- A. Personal leave day(s) must commence on an assigned workday and will then be consecutive calendar days for the number of day(s) requested.

Question and Answer No. 2

- Q. If an employe requests four personal leave days and his chain gang turn is called Monday at 11:00 p.m., when does the leave expire?

- A. At 12:01 a.m., Friday, unless other arrangements are made.

Question and Answer No. 3

- Q. Is it permissible for an employe to couple his personal leave days with his scheduled vacation?

- A. Yes, with prior approval of Carrier officer.

Question and Answer No. 4

- Q. How do you determine when an employe's personal leave days commence when he is bumped off his regular assignment after completing last tour, but before his regular assignment is next called?

- A. If bumped, the employe has no regular or any assignment, therefore, no personal leave days will start until he again places himself. (See Article 22(d))

Question and Answer No. 5

- Q. Can an employe be paid for a personal leave day on a day on which he has worked?

- A. If the employe has performed prior service on a calendar day and after arrival then requests, and is granted permission to observe a personal leave day, it would be permissible provided the employe would have protected service again on the same calendar day the prior service was performed. Otherwise a personal leave day commences with the first service the employe would have protected out of his home terminal on the calendar day requested.

Question and Answer No. 6

- Q. When an extra board brakeman observes personal leave day(s) will another extra board brakeman be called to fill a blankable position the extra brakeman would

have protected had he not been observing personal leave day(s)?

- A. Not until after the position he would have protected returns to the home terminal. After departing the home terminal the first time, and returning thereto, if the extra brakeman would have caught additional service during the period personal leave days had been granted, the position will not be considered blankable under Article 22(d) during the balance of the personal leave day(s) previously granted.

If the extra brakeman is protecting or stands to protect an outside assignment at the time personal leave day(s) would commence, the position will not be considered as automatically blankable under Article 22(d), but will be subject to filling in accordance with other provisions of the Crew Consist Agreement.

Question and Answer No. 7

- Q. Will the vacancy of a regularly assigned trainman who is stepped up or used off his position as trainman to fill the vacancy of a conductor who is taking personal leave days be filled?
- A. Yes, subject to conditions of the Crew Consist Agreement.

Question and Answer No. 8

- Q. May an employe's position be blanked when that employe is observing personal leave day(s) at a time protected employes are involuntarily off-in-force reduction?
- A. Yes, including those incidents when the train is covered by Side Letter No. 1.

Question and Answer No. 9

- Q. May a pool freight employe observing personal day(s) report prior to 12:01 a.m. as available for all to go on duty after 12:01 a.m.?
- A. Yes, but the employe may not report before 4:00 p.m. the last day of personal leave nor later than one hour prior to the normal calling time.

ARTICLE 23

The parties hereto recognize the complexities involved in this agreement and, in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder,

APPENDIX NO. 36 Cont.
ARTICLE 23 Cont.
SIDE LETTER NO. 1

arrangements will be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that at least for the first year the agreement is in effect, disputes arising from its application will be handled expeditiously in conference by the General Chairman and Vice President – Personnel and Labor Relations. Such conferences will be held promptly at the request of either party.

ARTICLE 24

The parties to this agreement shall not serve or progress, prior to the attrition of all protected employes, any notice or proposal for changing the specific provisions of this agreement governing pure attrition, protected employes, car limits and train lengths, special allowance payment to reduced crew members, Employee Productivity Fund deposits and the administration thereof.

This section will not bar the parties from making changes in the above provisions by mutual agreement.

ARTICLE 25

This agreement will be made effective within 30 days of the date the Carrier is notified by the Organization that the agreement has been ratified, and, except as provided above, will continue in effect until revised or amended by agreement of the parties, or in accordance with the Railway Labor Act, as amended, and will supercede all other agreements, rules and/or understandings which are in conflict herewith.

ARTICLE 26

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

This agreement effective 12:01 a.m., May 15, 1981.

Signed at Los Angeles, California, this 19th day of May, 1981.

(Signatures not reproduced)

SIDE LETTER NO. 1

Letter from General Chairmen C. P. Sawyer, J. L. Easley and M. R. Hicks, United Transportation Union to Vice President F. L. Elterman, dated May 19, 1981:

In connection with Article 14 of the Crew Consist Agreement signed May 19, 1981.

IT IS AGREED:

Car Limit Exception. Trains of seventy-two to one hundred twenty-one cars and not exceeding 6,840 feet in length, exclusive of engine(s) but including caboose(s), such as unit trains (empties in connection with unit trains), piggyback, grain, coal, ore, gravel, mail trains and through freight (combination commodity) trains operated from terminal to terminal intact without picking up, or setting out (except bad order cars from their own train), or doing switching en route, may be operated with one conductor and one brakeman. However, a reduced crew of one conductor and one brakeman will not be used on such trains when protected employes are available at the location of the protecting extra boards or when a protected employe has exercised seniority to the blankable (blanked) second brakeman position on the crew handling such trains.

NOTE: Any such trains required to pick up, set out (except bad order cars from their own train), or perform switching en route will entitle the conductor and brakeman of the reduced crew to one-half each of the amount that would have been earned by a second brakeman had he been a member of the crew, which will be in addition to all of their other earnings. No payment will be made to an employe who might have stood for this service. Also, the conductor and brakeman on such train would be paid the Special Allowance and the Productivity Fund would be credited.

Interpretation

(Car Limit – Exception)

- Q. Does this restriction also apply within the initial or final terminal?
- A. No, this will not affect the rights granted the Carrier under Article IX of the January 27, 1972 National Agreement, as amended.

This agreement will become effective sixty (60) days from date the master Crew Consist Agreement becomes effective.

(Signatures not reproduced)

APPENDIX NO. 36 Cont.
SIDE LETTER NO. 1 Cont.

Side Letter No. 1

Question and Answer No. 1

- Q. Do you calculate the amount to be paid under the provisions of the Note on a round trip basis or the trip on which the crew set out, picked up or performed switching en route?
- A. The amount is calculated only on the basis of the single trip on which the work was performed.

Question and Answer No. 2

- Q. Can trains of 72 to 121 cars, operated with a conductor and one brakeman, be stopped en route to permit a yard crew or another road crew to change consist of train?
- A. A change in engine or waycar will not constitute a change in the train consist; however, if a yard crew or another road crew does make a change in train consist payment provided for in the Note will be made.

Question and Answer No. 3

- Q. If a brakeman on a blankable position observes a personal leave day(s), must his position be filled even though a protected extra board brakeman is available and the train exceeds 71 cars or 4,015 feet in length, but not more than 121 cars or 6,840 feet in length?
- A. Under Santa Fe Agreement, no.

Question and Answer No. 4

- Q. Under the Note, how will you determine “the amount that would have been earned by a second brakeman”?
- A. It is the mileage allowed the brakeman who actually protected the trip on which the violation occurred.

Question and Answer No. 5

- Q. After Side Letter No. 1 becomes effective, can you use a reduced crew on a train that departs with 69 cars, 4,000 feet, and is required to pick up 20 cars en route without payment of the penalty provided in the Note of Side Letter No. 1?
- A. No.

Question and Answer No. 6

- Q. If a member of a standard road crew ties up en route under the Hours of Service Law, or for any cause, will an employe be called to relieve him if train exceeds 71 cars or 4,015 feet but less than 122 cars or 6,841 feet?
- A. After Side Letter No. 1 becomes effective, if a brakeman ties up, he will not be replaced. If the conductor ties up, and there is a promoted brakeman on the crew, the senior promoted will be used as conductor, and the brakeman's position will not be filled. In either case, the remaining two crew members will be paid the Special Allowance and payment will be made to the Productivity Fund. In both instances, there will be no claim for not filling the brakeman's position; however, the brakeman used as conductor will be allowed a minimum of a day as conductor in addition to payment due as brakeman until placed in service as conductor. If the reduced crew should set out, pick up or perform switching en route, the payment specified in Side Letter No. 1 will apply.

Question and Answer No. 7

- Q. If a solid train is handled A to intermediate Point B and another train is secured at B for return to A, is this considered picking up and/or setting out under Side Letter No. 1 requiring payment of the penalty?
- A. No, even if crew is deadheaded, transported or run lite in either direction in connection with the delivery or receipt of solid over-the-road trains and/or empties such as coal cars. For example, so-called CT'ing at Los Angeles, Chillicothe to Streator and return, receipt and delivery of coal train and Empties at Fort Worth, etc.

Question and Answer No. 8

- Q. A reduced crew is placed on duty at initial terminal and transported to an intermediate point where they take charge of a train which exceeds 71 cars or 4,015 feet in length. After taking charge of the train at that point they are required to perform switching at that point. Would they be entitled to the payment provided for under Side Letter No. 1?
- A. No, because the train has not commenced its road trip insofar as the reduced crew in question is concerned.

APPENDIX NO. 36 Cont.
SIDE LETTER NO. 2

SIDE LETTER NO. 2

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm understanding reached in conference with respect to interpretation of the word “emergency” as used in Sections (c) and (d) of Article 16 of the Crew Consist Agreement signed May 19, 1981.

We adopt, as a general proposition, the definition of “emergency” as set forth in Webster’s New World Dictionary, Second College Edition, copyright 1974, to-wit:

“EMERGENCY.....a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.”

Without attempting to set forth all of the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

A. EMERGENCIES

1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitates immediate action to protect persons and/or property.
4. In road service, when a radio becomes inoperable after a train departs the initial terminal, as defined in Article 11 of the Crew Consist Agreement.
5. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

B. NOT EMERGENCIES

1. No operable radio available.

2. The need to perform work immediately, minus a condition such as those mentioned in A, above.
3. To clear a track for an inbound train, a transfer cut or other cut of cars.
4. To commence weighing cars.
5. To start humping a train or cut of cars.

If the above accurately reflects our understanding, please do signify in the space provided below.

(Signatures not reproduced)

SIDE LETTER NO. 3

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This letter will confirm the following understanding in connection with the application of Article 10 of the Crew Consist Agreement signed May 19, 1981:

If the Carrier believes that the number of lay-offs during employees' tours of duty have increased as a result of said Article 10, a prompt conference will be held in order to modify the agreement to the extent necessary to obviate excessive lay-offs.

(Signatures not reproduced)

SIDE LETTER NO. 4

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our several discussions and our agreement that the Crew Consist Agreement signed May 19, 1981, will not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "protected employees".

If at any time you feel that this commitment is not being honored, a prompt conference will be afforded to review the matter and whatever steps are warranted will be taken to alleviate the complaint.

(Signatures not reproduced)

APPENDIX NO. 36 Cont.
SIDE LETTER NO. 4 Cont.
SIDE LETTER NO. 7

SIDE LETTER NO. 5

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our understanding that the Crew Consist Agreement signed May 19, 1981, does not change present rules, agreements or practices concerning the use of cabooses; nor does it change the present practice of placing them on the rear of trains and cuts, or the present practice of placing them elsewhere under certain circumstances.

(Signatures not reproduced)

SIDE LETTER NO. 6

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our understanding concerning the train-length limitations referred to in Article 14 of the Crew Consist Agreement signed May 19, 1981.

Methods satisfactory to both parties will be established at all terminals by the Superintendents and the Local Chairmen, or their designees, for determining the length of trains.

(Signatures not reproduced)

SIDE LETTER NO. 7

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our understanding of Article 2 of the Crew Consist Agreement signed May 19, 1981, to the extent that any employe who has worked for the Carrier under UTU agreements for at least 30 days prior to the effective date of the agreement will not have his application disapproved without furnishing the General Chairman satisfactory reasons for such disapproval.

(Signatures not reproduced)

ADDENDUM NO. 1

Letter from Vice President-Personnel and Labor Relations Elterman to General Chairman Hicks dated May 19, 1981:

In connection with current rules governing promotion to Engine Foreman and Conductor, it is agreed the following will be applicable to those helper/brakemen who are designated as "protected employes" under the provisions of the Crew Consist Agreement signed May 19, 1981:

1. A protected employe who fails promotion to engine foreman on fourth attempt will automatically forfeit all road seniority, and will thereafter be confined to yard service. Such employe will not be eligible to reestablish road seniority even though subsequently promoted to Engine Foreman. The Carrier may require the protected employe to make further attempt(s) to satisfactorily complete promotional examination for engine foreman; however, such attempt(s) will not be required in less than twelve (12) months following last failure, unless the Carrier has need for additional foremen. The protected employe will not be suspended during interim periods between attempts.
2. A protected employe who fails promotion to conductor on fourth attempt will automatically forfeit all road seniority, and will thereafter be confined to yard service. Such employe will not be eligible to reestablish road seniority. If this employe has not been promoted to Engine Foreman, the provisions of (1) above govern. The protected employe will not be suspended during interim periods between attempts.
3. Where the current rules provide for forfeiture or termination of seniority because of failure, such provisions will not be applicable to protected employes, except as provided herein.
4. Nothing herein is intended to modify the current rule governing promotion to Engine Foreman or Conductor except as specifically set forth herein.
5. Non-protected employes will be governed by the current rules concerning promotion to Engine Foreman or Conductor.

If the foregoing outlines the understanding reached, please signify in the space provided below.

(Signatures not reproduced)

APPENDIX NO. 36
ADDENDUM NO. 2

ADDENDUM NO. 2

Letter from Vice President-Personnel and Labor Relations Elterman to General Chairman Hicks dated July 15, 1981:

This will confirm our discussions at Chicago during week of July 7, 1981, at which time it was agreed Appendix No. 30 of the current Yardmen's Agreement and Appendix No. 28 of the Brakemen's Agreement would only be applicable to non-protected employees. Also, that sentence reading:

“If no bids are received, the junior assigned employe working in the class of service advertised shall be assigned.”

is cancelled.

If the foregoing outlines the understanding reached, please signify in the space provided below.

(Signatures not reproduced.)

ADDENDUM NO. 3

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company and its employes represented by the United Transportation Union (CT&Y), Eastern and Western Lines, except the Northern and Southern Divisions.

IT IS AGREED:

Regulation of Yardmen's guaranteed extra boards in connection with application of Article 7(a) of the Crew Consist Agreement will be as follows when protected employes are involuntarily off-in-force reduction.

When protected employes are off-in-force involuntarily at the extra board point, the yardmen's guaranteed extra board will be regulated on Friday. To determine the number of protected employes to be assigned to the extra board, the total number of vacancies protected by that extra board during the preceding seven (7) calendar days plus any unfilled blankable vacancies during the same seven (7) calendar day period will be divided by four (4) to determine the lowest whole number. This number of protected employes will then be maintained until the next checking period even though there may be yardmen exercising seniority to the extra board.

Protected employes involuntarily furloughed who desire to be used for vacancies when the extra board is exhausted will be furnished a form by Carrier to indicate whether they wish to be called for such service. If, after indicating in writing a desire to be called, the employe refuses a call for service, such employe will not be available for further call on that calendar day.

If a protected extra board yardman is cut off, a result of reducing the extra board, the yardman will have an exercise of seniority in accordance with the Crew Consist Agreement and other applicable rules of the current Yardmen's Agreement.

(Signatures not reproduced. Signed by Vice President-Personnel and Labor Relations Elterman and General Chairman Hicks dated December 30, 1981.)

Questions and Answers in connection with operation of Yardmen's Guaranteed Extra Boards, Eastern-Western Lines, excluding Northern and Southern Divisions.

Question and Answer No. 1

Q. It is understood protected Yardmen off-in-force involuntarily who desire to be used for vacancies when the extra board is exhausted will be furnished a form upon which to indicate they wish to be called for such services?

A. Yes.

Question and Answer No. 2

Q. It is understood if Carrier is unable to contact any of these furloughed protected employes with request on file, crew may be operated as a reduced crew?

A. Yes.

Question and Answer No. 3

Q. Can an employe be cut off at one point on his seniority district and then request to be placed on an emergency board at another point on his seniority district?

A. Yes. If the protected employe's seniority would not permit the holding of a position, including an extra board, on his entire seniority district.

APPENDIX NO. 36 Cont.
ADDENDUM NO. 3 Cont.
ADDENDUM NO. 4

Question and Answer No. 4

Q. If a protected employe has filed a request for service when the extra board is exhausted and is called but refuses service, is the employe subject to further call on that calendar day?

A. No.

Question and Answer No. 5

Q. Is he subject to discipline if refuses call or cannot be contacted?

A. No.

Question and Answer No. 6

Q. When will protected employe(s) called from off-in-force reduction status to protect an outside assignment be relieved?

A. When an extra board employe becomes available.

Question and Answer No. 7

Q. Are yardmen-brakemen on emergency lists restricted to the five straight-time eight hour shifts in their work week under the Five-Day Work Week Agreement as indicated under Section (a) of Article 7 and the 1,000 miles referred to in Section (b) of Article 7; also, are these employes entitled to time and one-half for working a second shift within a twenty-four hour working period.

A. Since these employes are off-in-force reduction, they are not subject to the rules governing assigned work week or overtime rules applicable to service on the sixth or seventh day or performing service on a second trick in a twenty-four (24) hour period.

ADDENDUM NO. 4

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway and its employes represented by the United Transportation Union (CT&Y) Eastern and Western Lines, except Northern and Southern Division.

IT IS AGREED:

Article 22(w) of the current Brakemen's Agreement is amended to read:

REGULATION OF BRAKEMEN'S EXTRA BOARDS

#(a) The brakemen's extra board will be regulated to provide an average of between 1000 and 1200 miles each ten (10) days, by the Local Chairman of the UTU/T and the trainmaster, or their representatives, on the 1st, 11th and 21st of each month, which are the only dates brakemen will be added to, or reduced from, the extra board.

(b) When the average exceeds 1200 miles in a checking period, the extra board will be increased to bring the average as close to 1100 miles as possible. When the average is less than 1000 miles in a checking period, the extra board will be reduced to bring the average as close to 1100 miles as possible. Neither the maximum of 1200 miles nor the minimum of 1000 miles will constitute a guarantee for pay purposes.

#(c) Each ten (10) days will be considered as a checking period, except in a 31-day month, and during the month of February. The 31st day of any month will be omitted from the mileage count, the on-duty time to govern the day to which the mileage is chargeable in all instances. The last checking period in February will be calculated on the basis of a minimum of 100 miles and a maximum of 120 miles for each day.

(d) All mileage made by extra board brakemen in all classes of service as well as the mileage made by a regularly assigned brakeman when used off his regular assignment to protect brakeman vacancies, and mileage which would have been incurred by an unfilled blankable vacancy at a time a protected brakeman is off-in-force involuntarily on that seniority district, will be counted in determining the average mileage. In determining the average mileage, chargeable to the extra board, it will be all miles paid for less arbitraries, i.e., miles run with a minimum of 100, overtime and deadhead, passenger miles to be equivalent freight miles.

(e) Extra brakemen will be required to correctly register all miles upon arrival at their home terminal, or home terminal of the assignment being protected. Such brakemen will not be considered available for service until they have correctly registered their miles and the Company shall not be penalized for runarounds or other claims by reason of failure to call such brakemen for service.

APPENDIX NO. 36 Cont.
ADDENDUM NO. 4 Cont.

(f) Reduction in force will be made in seniority order beginning with the junior brakeman on the extra board. Brakemen off-in-force reduction will be recalled to the extra board in seniority order, beginning with the senior employe, and will retain their original seniority date and standing provided they report for duty within thirty (30) days from (a) date such notice is received as evidenced by return register receipt, or (b) letter is returned unclaimed to employing officer, in which latter event the date as shown on sending party's receipt affixed by Post Office will establish date from which the 30-day period will run.

(g) The brakemen's freight extra board will be regulated in accordance with the foregoing. If this results in cutting off an extra brakeman protecting an outlying assignment, he will be relieved by an available brakeman, in accordance with the terms of the Crew Consist Agreement, without deadhead payment, the cut-off brakeman to return without payment of deadhead. In other words, the Company is to assume no additional deadhead expense as result of this Agreement. When the cut-off brakeman is en route to the away-from-home terminal of the assignment, he will not be relieved until his return to the home terminal of the outlying assignment.

(h) Brakemen off-in-force reduction will be required to keep the trainmaster currently informed of their address and telephone number and any subsequent change, by certified letter with copy to the Local Chairman of the United Transportation Union (T).

(i) Protected employes involuntarily furloughed who desire to be used for vacancies when the extra board is exhausted will be furnished a form by Carrier to indicate whether they wish to be called for such service. If, after indicating in writing a desire to be called, the employe refuses a call for service, such employe will not be available for further call on that calendar day.

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

(Signatures not reproduced. Signed by Vice President-Personnel and Labor Relations Elterman for the Carrier and General Chairman Hicks for the Organization.)

NOTE:

#Paragraphs (a) and (c) of Article 22(w), Brakemen's Schedule, were amended, by Memorandum of Agreement dated July 11, 1982 to read as follows:

“(a) The brakemen's extra board will be regulated to provide an average of between 1,000 and 1,200 miles each ten (10) days by the local chairman of the UTU/T and the trainmaster, or their representatives, on Friday of each week, which are the only dates brakemen will be added to, or reduced from the extra board.

“(c) The ten (10) calendar days immediately preceding Friday will be considered as the checking period and the on duty time will govern the day to which the mileage is chargeable in all instances.”

This agreement may be automatically cancelled upon ten (10) days' written notice by either party.

Question and Answer No. 1

- Q. When will protected employe(s) called from off-in-force reduction status to protect an outside assignment be relieved?
- A. When an extra board employe becomes available.

Question and Answer No. 2

- Q. Are yardmen-brakemen on emergency lists restricted to the five straight-time eight hour shifts in their work week under the Five-Day Work Week Agreement as indicated under Section (a) of Article 7 and the 1,000 miles referred to in Section (b) of Article 7; also, are these employes entitled to time and one-half for working a second shift within a twenty-four hour working period?
- A. Since these employes are off-in-force reduction, they are not subject to the rules governing assigned work week or overtime rules applicable to service on the sixth or seventh day or performing service on a second trick in a twenty-four (24) hour period.

ADDENDUM NO. 5

Letter from Vice President – Personnel and Labor Relations Elterman to General Chairman Hicks dated July 15, 1981.

APPENDIX NO. 36 Cont.
ADDENDUM NO. 5 Cont.

In connection with conferences at Chicago, beginning July 7, concerning crew consist, we discussed specifically the handling of Hours of Service Relief and Work Train Crews when such service is protected from an extra board.

Article 15 of Crew Consist provides for use of reduced crews, and the parties agreed to the following procedures:

- (1) If there are no protected employees off in force involuntarily, reduced crew will be used.
- (2) If there are protected employees off in force involuntarily, a standard crew will be used if there is at least one request filed under Paragraph (j) of the mileage regulation rule, and if it can be filled by the following procedures:

First, by available protected extra board brakemen;

Second, if insufficient available protected brakemen on the extra board, attempt will be made in seniority order to contact those protected off in force who have written request filed in accordance with Paragraph (j) of the mileage regulation rule;

Third, failure to provide a standard crew from these sources will permit operation of a reduced crew.

- (3) A furloughed employee used under the second step of Paragraph (2) hereof will protect the service until released at the home terminal, at which time the employee will revert to an off-in-force status. Mileage made by this individual will be charged to the extra board for mileage regulation purposes.

If the foregoing outlines the understanding reached, please signify in the space provided below.

(Signatures not reproduced.)

APPENDIX NO. 37

Letter from General Manager Olson to General Chairman Gloystein dated February 5, 1971:

Your Y.144-4(a),. February 4:

Inasmuch as we are, as you state, "in agreement that Article 4(a) has been complied with when the affected crew is notified 20 hours in advance of the scheduled starting time of the first day the assignment is to be annulled and/or abolished," we agree it would probably avoid misunderstanding and confusion to specify in the notice that the annulment or abolishment of the assignment in question is effective at close of tour of duty the day preceding the annulment or abolishment, rather than effective with the starting time of the shift on the first day it will not work.

Superintendents on the Eastern Lines are being requested to handle accordingly, with the understanding failure to so specify will not, of itself, be the basis for a claim.

(Signatures not reproduced)

APPENDIX NO. 38

Letter from General Managers Briscoe and Stuppi to General Chairman Gloystein dated December 5, 1973:

This will confirm conference held November 2, 1973 at Topeka, Kansas in connection with claims of yardmen at Corwith and Argentine for continuous time when released under Hours-of-Service Law at other than their off-duty point.

It was agreed Carrier would allow prior and future valid claims of yardmen for continuous time, when released under the Hours-of-Service Law, until they reach their off-duty point.

It was also agreed the foregoing would not prejudice Carrier's position, agreements, rules or Awards with respect to payment of road freight crews who are tied up en route for rest under the Hours-of-Service Law at an intermediate point where meals and lodging are not available and Carrier is required to transport to another point to secure meals and lodging.

APPENDIX NO. 38 Cont.
APPENDIX NO. 39

If the foregoing completely outlines the understanding reached, please signify by signing in the space provided below.

(Signatures not reproduced)

APPENDIX NO. 39

Letter from General Managers Olson and Stuppi to General Chairman Gloystein dated February 18, 1970:

In the application of Article 5(c), Yardmen's Agreement, the following interpretations govern:

1. In yards where around-the-clock yard engine service is not provided, and an occasion arises where there is a conflict as between Article 5(c) and Section 3, Appendix 1, the latter will take precedence.
2. A crew returning to the yard from industry or interchange service after having been on duty in excess of ten hours will be permitted to do whatever is necessary in order to yard their cars.
3. A crew instructed prior to the completion of ten hours on duty to perform industry or other switching, as well as making an interchange movement, must, if they are going to make said interchange, commence said movement prior to ten hours on duty. If interchange move is not begun prior to ten hours on duty, that crew will not be permitted to perform that particular work but can complete all the programmed industry switching, regardless of the time element. The foregoing application will also prevail when industry work is the last chore programmed to be performed.
4. Any crew removed from programmed industry or interchange work, for the purpose of performing general yard switching must, to be eligible to complete the previously programmed work, return to same prior to ten hours on duty. Likewise, any crew removed from programmed industry work to commence programmed interchange work, or vice versa, must, to be eligible to return to complete the unfinished programmed work, return to same prior to ten hours on duty.
5. After the expiration of ten hours on duty, a yard crew performing programmed industry switching, which would require them to pass in close proximity of their off-duty point in moving

from one industry to another, will not be continued in such service after reaching the close proximity of their off-duty point. In other words, a crew will not be required to go from one end of the yard in performing industry switching after the expiration of ten hours on duty, nor will they be returned to the proximity of their off-duty point, for the purpose of securing or delivering cars, which does not require them to “pass” their off-duty point, and then returned to programmed industry switching.

Present application of Article 5(c) is not changed except as specifically hereinabove set forth.

(Signatures not reproduced)

APPENDIX NO. 40

“...effective June 1, 1975 road and yard jobs will be bulletined for four (4) days but the bulletin will not close on Saturdays, Sundays or holidays therefore, the 4 days will be extended only the number of days necessary to avoid closing on such days. Likewise, bulletins will not be dated Saturdays, Sundays or holidays. Date of bulletin will not count as one of the 4 days.”

(Elterman-Levin Screening Committee Settlement Y-3, July 10, 1975 Docket.)

APPENDIX 41 – BID BUMP RULE

The following is only a synthesis of Bid-Bump Agreements in effect on various seniority districts. Agreements applicable to specific locations are controlling.

- (1) Yardmen bidding from one assignment to another, thereby creating a vacancy, will not be permitted to bid or bid-bump on the vacancy thus created, unless displaced from the new assignment, or the new assignment has been annulled or abolished.
- (2) Yardmen entitled to seniority displacement will be permitted to bump on assignments under advertisement. When this displacement right is exercised it will be considered as a bid. If not the successful applicant for the vacancy they may again exercise full displacement rights to take the extra board.

APPENDIX NO. 42

MEMORANDUM OF AGREEMENT entered into between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the United Transportation Union (CTY) Eastern and Western Lines (excluding Northern and Southern Divisions).

IT IS AGREED:

(1) The so-called Perkins Agreements, dated December 4, 1973 are hereby cancelled except that it is understood an employee will not have any claim to a job if he has less than eight hours to work under the Hours of Service Law.

(2) In filling vacancies in yard service after having exhausted the steps provided in the applicable Agreement rules, and when there is no available yardman at the point who has eight hours to work, the use of a dual rights brakeman will be without a claim from a yardman. If however, the Carrier elects to use a yardman with less than eight hours to work, the employee shall receive eight hours at the time and one-half rate, regardless of the amount of time worked.

(3) A regularly assigned yardman who has been used off of his assignment to fill another yardman vacancy and, therefore, cannot protect his assignment for the complete eight-hour period because of the Hours of Service Law, may, at the option of the Carrier:

- (a) perform no service on his own assignment and be allowed one basic day, or
- (b) be utilized on his assignment for the time remaining to work under the Law, and be paid eight hours.

A regular assigned helper who has been used off of his assignment in accordance with the rules as a foreman, pilot or herder will not be subject to the payment provided in Section (a) hereof.

(4) Article 19 of the Yardmen's agreement is amended to comport to the present Hours of Service Law, i.e., where reference is made to 16 hours in the present rule, it is changed to 12 hours.

(5) Not applicable.

(Signed May 19, 1978 by Vice President Elterman and General Chairman Cantrill. Signatures not reproduced.)

APPENDIX NO. 43

Letter from General Managers Buchanan and Landreth to General Chairman Faulkner dated August 2, 1955.

Referring to the Supplemental Agreement dated July 11, 1952 providing before any extra yardmen are used to double, except in emergencies, that all vacancies in yard service will be protected in seniority order by men on their assigned days off on that day unless having marked off as not available:

As you undoubtedly are aware, request has been made by the yardmen at Kansas City that yardmen wishing to do so be permitted to mark off indefinitely on their assigned rest days by making written request therefor to the Trainmaster, following which any yardmen making such a written request will not again be considered available for service on their regular rest days until they notify the Trainmaster in writing of their desire to be considered available for such service; any yardman not signing a request to be marked off indefinitely or indicating verbally as not desiring to work a specific day or days, will stand to be used on their rest days as and when needed.

We have considered the above request and have concluded that instead of placing this handling in effect only at Kansas City it is desired to make it effective at all points on the Eastern and Western Lines where the Yard Schedule is in effect and there are yardmen employed. If this proposed handling is agreeable, and with the understanding that yardmen will give notice to the proper official at the point, we will make the necessary arrangements to place it in effect.

(Signatures not reproduced.)

Letter from General Chairman Faulkner to General Managers Buchanan and Landreth dated October 12, 1955.

Please refer to your letter of August 2, 1955 concerning the proposal that yardmen be permitted to mark off indefinitely on their assigned rest day by making written request to the proper officer; this request to remain in effect until changed by writing the proper officer.

As stated to both of you verbally I have received authority from the yardmen to place this understanding in effect. However, I suggest that the term "proper official" be instituted instead of "trainmaster" as shown in the second paragraph of your letter for the reason that there are many different conditions on both the Eastern and Western Lines and

APPENDIX NO. 43 Cont.
APPENDIX NO. 45

with this understanding we are agreeable to that stated in your letter of August 2nd.

Will you please advise when this will be made effective so that we can advise our yardmen?

(Signatures not reproduced.)

APPENDIX NO. 44

Letter from General Manager Olson to General Chairman Gloystein dated November 25, 1969.

Your Y.144.9(b)1(b), November 21, regarding application of Article 9(b)(1)(b), Yardmen's Schedule, insofar as relief employes protecting service at more than one point are concerned:

As discussed in telephone conversation, we are agreeable to considering such employes available on their off day(s), under Article 9(b), at the point at which they are assigned to perform service on the first work day of the particular work week involved, with the further understanding regularly assigned relief employes protecting assignments under the first paragraph of Article 20, Section 4, will be considered as available for service on their off week at the point their assignment commences its first work week following the accumulated days off.

We are issuing instructions accordingly.

(Signatures not reproduced.)

APPENDIX NO. 45

Memorandum of Understanding entered into at Chicago, Illinois on the 26th day of March, 1980, between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines (excluding the Northern and Southern Divisions) and its employes represented by the United Transportation Union, Yardmen's Committee.

Many controversies have arisen in the application of Article 10 of the Yardmen's Agreement relative to multiple runarounds and what the Carrier labels rotary runarounds.

The parties recognize the principles established by Memorandum of Understanding dated August 19, 1976, between UTU Vice President Levin and Carrier Vice President Jones, relative road service employes and agree to extend those principles to the handling of yard extra boards as follows:

APPENDIX NO. 45 Cont.
APPENDIX NO. 46

1. Multiple Runarounds – In a situation where first out qualified Extra Yardman is run around, the payment provided for in this Article will be applied for each occasion run around. If run around twice at the same time, this will be construed as two runarounds, etc.
2. Rotary Runarounds – Under the application of said rules, when Extra Yardmen are run around, only the first out qualified extra yardman will be allowed the runaround payment.

NOTE: Multiple runarounds under this Understanding is where the first out qualified Extra Yardman is runaround more than once.

Rotary runarounds under this Understanding is where more than one qualified extra yardman is runaround by the same employe.

(Signatures not reproduced. Signed by Vice President-Personnel and Labor Relations Elterman and General Chairman Hicks.)

APPENDIX NO. 46

Letter from General Managers Olson and Stuppi to General Chairman Gloystein dated February 17, 1970.

In the application of Article 11, Yardmen's Agreement, it is hereby agreed:

1. Deadheading will not be used in computing the minimum of four days.
2. The following will be included in computing the minimum of four days:
 - (a) holiday pay,
 - (b) a time and one-half day (as one day),
 - (c) payment for non-use.

(Signatures not reproduced.)

APPENDIX NO. 47
APPENDIX NO. 48

APPENDIX NO. 47

Letter from General Manager Olson to General Chairman Gloystein dated February 24, 1970.

Referring to Case No. 9, listed with your undated letter received September 8, 1969, files 102.26 and 102.27, discussed in conference at Topeka on February 17, 1970, claims of Eastern (former Southern Kansas) Division Yardman M. E. Felkins, work weeks of April 1 and 15, 1966, your file 275-98-Y:

In conference it was agreed that straight time road miles paid yardmen used in road service in emergency are includable in computing the minimum four day guarantee for extra board yardmen; therefore, you withdrew the claim for the week of April 1 through 7. Based on the letter agreement dated February 17, 1970, Yardman Felkins is entitled to an additional minimum day at the helper's rate then in effect for the work week commencing April 15, 1966 and this payment will be carried on the first half March, 1970 payroll.

(Signatures not reproduced.)

APPENDIX NO. 48

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and the United Transportation Union (CT&Y Committee) covering employes holding seniority presently identified as Second, Third and Fourth Districts of the Colorado Division and El Paso District of the New Mexico Division and the New Mexico Division.

In connection with the employes' request to consolidate these seniority districts into one district, utilizing top and bottom procedures,

IT IS AGREED:

1. As of the effective date of this Agreement, employes holding seniority as conductor, brakeman and yardman on the Second, Third and Fourth Districts of the Colorado Division and El Paso District of the New Mexico Division will be placed, in their relative standing, below the most junior employe on the New Mexico Division Seniority rosters as of 11:59 PM preceding the effective date of this Agreement.

2. As of the effective date of this Agreement, employes holding seniority as conductor, brakeman and yardman on the New Mexico Division Seniority Roster, except

the El Paso District of the New Mexico Division will be placed, in their relative standing, below the most junior employe on the Second, Third and Fourth Districts of the Colorado Division and El Paso District and New Mexico Division Seniority rosters as of 11:59 PM preceding the effective date of this Agreement.

3. Employed hired on and after the effective date of this agreement will establish a seniority date over the entire consolidated seniority district.

4. Except to the extent set forth in agreement dated April 26, 1978, concerning waiver of seniority, no change is made in the handling provided for in the Conductors', Trainmen's and Yardmen's and Dual Seniority Agreements.

5. Employes entitled to an exercise of seniority will be subject to Agreement dated April 26, 1978, concerning waiver of seniority. For the purpose of determining whether or not seniority will be exercised, the employes will contact the crew clerk, or the office normally utilized, specifying the location of their choice and will not make a blanket request for all locations and positions where junior employes are located.

6. No additional deadhead allowance will be paid because of this agreement, in other words, the deadhead allowance will be no greater than what would have been received before the seniority rosters referred to herein were consolidated by top and bottom procedures.

Any deadheading as result of mileage regulations or an employe's utilization of seniority will be without deadhead allowance. Any employes who elect to waive displacement rights under the provisions of Memorandum of Agreement dated April 26, 1978 provisions of Memorandum of Agreement dated April 26, 1978 (so-called stay-at-home agreement) and are notified their services are needed, will report to the location where needed without payment of deadhead, including those employes which are force assigned.

7. When the yard extra board at Albuquerque is exhausted and no yardmen are available to protect an 8'00" or more tour of duty, yardmen may be used from the Belen yard extra board. At the completion of that tour of duty yardmen so used will be returned to the bottom of the Belen extra board, being allowed deadhead to and from Albuquerque.

This agreement will become effective July 1, 1978.

(Signatures not reproduced. Signed by Vice President-Personnel and Labor Relations Elterman and General Chairman Cantrill.)

APPENDIX NO. 49

Memorandum of Agreement between the Atchison, Topeka and Santa Fe Railway Company and its employees represented by the United Transportation Union (CT&Y Committee).

In connection with the employees request to consolidate seniority districts identified as Second, Third, and Fourth Districts of the Colorado Division and El Paso District of the New Mexico and the New Mexico Division,

IT IS AGREED:

(a) When an extra board, road or yard, is reduced at a time additional employees are not needed at any point on the consolidated seniority district, the affected cut-off employees, will be required within 72 hours from the time cut-off, to displace junior employees on the entire district, unless they waive such displacement rights by filing written notice to that effect with the Trainmaster, or designated representative, within the 72-hour period and will not be permitted to later exercise displacement rights over junior employees. In other words, employees waiving within the 72-hour period will have no displacement rights over junior employees until they are again notified to report for service.

(b) When an extra board, road or yard, is reduced when additional employees are needed at any point on the consolidated seniority roster, the senior cut-off employees will be required to place themselves, in seniority order, within 72 hours from the time cut-off, unless such senior employees waive their rights by filing written notice to that effect with the Trainmaster, or designated representative, within the 72-hour period in which event the required number of junior cut-off employees will be forced to accept service where needed.

In other words, employees waiving within the 72-hour period will have no displacement rights over junior employees until they are again notified to report for service.

(c) When additional employees are needed at any point on the consolidated seniority district at a time employees are off because of having waived, they will be notified in seniority order to report for service. Those notified will report, unless they again waive their rights within 72 hours, from notification, by giving written notification to the Trainmaster, or designated

representative, in which event sufficient number of junior employees will be forced to report for the service. Anyone not waiving within the 72-hour period specified must report for service by the end of that period.

Example: Five extra employees are cut-off at Point "A" on the first day of the month and at that time the senior employees elect to waive their rights to go to Point "B" or any other Point, at a time when additional employees were not needed.

On the 15th of the month two employees were needed at Point "B", at which time the five Point "A" employees are still off. Those initially waiving on the first of the month will be notified to report, to Point "B", which they must do unless they again waive their rights, the two junior employees being required to report to Point "B" within 24 hours from notification of being force assigned due to senior employees again waiving their rights.

(d) Employees electing to "stay at home" under the provisions of this Agreement must report for service within 72 hours from time of notification.

NOTE: The 72-hour periods specified herein, to waive or to report, are understood to be calculated concurrently.

(e) Employees who are working on the El Paso District (excluding Albuquerque Yard) at time displaced or cut-off will not be permitted to waive exercise of seniority on the El Paso District but will be permitted to waive exercise of seniority on the New Mexico Division (former Pecos Division) or the Second, Third and Fourth Districts of the Colorado Division, (including Albuquerque Yard). Employees who are working on the Second, Third or Fourth Districts of the Colorado Division (including Albuquerque Yard) will not be permitted to waive exercise of seniority on that territory, but will be permitted to waive exercise of seniority on the El Paso District of the New Mexico Division and the New Mexico Division (former Pecos Division). Likewise, employees who are working on the New Mexico Division (former Pecos Division)

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will not be permitted to waive exercise of seniority on that territory but will be permitted to waive exercise of seniority on the El Paso District and the Second, Third and Fourth Districts of the Colorado Division (including Albuquerque Yard).

In the application of this Paragraph (e) it is understood no one will be permitted to waive when his services are needed at any point on the consolidated seniority district under other provisions of this Agreement.

(f) Employees who have waived will not be permitted to bid for any vacancy until after reporting for service following notification.

(g) Whenever additional employees are needed, notification will be given to those employees in a cut-off status on the prior rights seniority district where the need exists. In the absence of a sufficient number of cut-off employees on the district, notification will be given to the required number of junior employees on the consolidated roster for that territory where the vacancy exists.

This Agreement shall remain in effect subject to ten (10) days' written notice by either party on the other for modification or abolishment.

Signed at Chicago, Illinois this 26th day of April, 1978.

(Signatures not reproduced. Signed by Vice President-Personnel and Labor Relations Elterman and General Chairman Cantrill.)

APPENDIX NO. 50

Letter from Assistant to Vice President Dula to General Chairman Cantrill dated November 29, 1977:

Referring to Award No. 2, PLB 1880:

Pursuant to Award No. 2, PLB 1880, we have made a survey of the seven involved divisions on the Eastern Lines and have found the majority have the following practice and procedures under Article 16(d) of the Yardmen's Schedule:

1. The individual is instructed in advance as to a specific date he must complete writing the book of rules for promotion to engine foreman, but he is not at that time scheduled for a specific time and date for oral.

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2. After book of rules is properly completed, a date and time for oral is then scheduled.
3. If book of rules is not completed within the time specified, it is considered a failure on first attempt and oral is not scheduled.

In accordance with Award 2, PLB 1880, the foregoing will be applied uniformly on all seven divisions henceforth.

(Signatures not reproduced.)

APPENDIX NO. 51

Letter Agreement between General Managers Briscoe and Fitzgerald and General Chairman Cantrill dated October 28, 1975:

Referring to conversation several days ago concerning the National Agreements providing for the use of yardmen to serve industries outside the switching limits, particularly the "pay-back" provisions thereof:

In connection with road men bidding in yard assignments that have been offered to road men under the "pay-back" provisions of the National Agreements, we are agreeable that such road men, in the future, will not be permitted to give up or bid off of same during the period of the "pay-back" assignment. In such cases the road men would be required to remain on the assignment for the duration unless displaced by the seniority rules.

The foregoing would not apply to any road men presently occupying "pay-back" assignments and such assignments in the future should be limited to approximately thirty (30) calendar days.

If you are agreeable to the foregoing, please signify by signing in the space provided below, returning the original.

(Signatures not reproduced.)

APPENDIX NO. 52

APPENDIX NO. 52
ELEMINATION OF CABOOSES

*****Pursuant to the recommendations of Emergency Board No. 195, the elimination of requirements for or affecting the utilization of cabooses, as proposed by the carriers in their notice served on or about February 2, 1981, will be handled on an individual railroad basis in accordance with the following agreed upon procedures and guidelines.

Cabooses may be eliminated from trains or assignments in any or all classes of service by agreement of the parties.

Cabooses in all classes of service other than through freight service are subject to elimination by agreement or, if, necessary by arbitration.

In through freight service, cabooses on all trains are subject to consideration in the negotiation of trains that may be operated without cabooses and there is no limit on the number that can be eliminated by agreement. However, there shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. If arbitration becomes necessary to achieve the 25 percent of cabooses that may be eliminated in through freight service it shall be handled as hereinafter provided.

Section 1. Procedures

(a) When a carrier desires to operate without cabooses in any service, it shall give written notice of such intent to the General Chairman or General Chairmen involved, specifying the trains, runs or assignments, territory, operations and service involved. A meeting will be held within fifteen (15) days from the date of such notice to commence consideration of the carrier's request subject to the guidelines outlined in Section 2 below.

(b) There is no limit on the trains, runs or assignments in any class of service that may be operated without cabooses by agreement. If the carrier and the General Chairman or General Chairmen are able to reach an agreement, the elimination of cabooses pursuant to such agreement may be implemented at the convenience of the carrier.

(c) In the event the carrier and the General Chairman or General Chairmen cannot reach an agreement within sixty (60) days from the date of the notice, either party may apply to the National Mediation Board to provide the first available neutral from the panel provided for below.

(d) Within fifteen (15) days from the date of this Agreement, the parties signatory to the Agreement shall agree on a panel of five qualified neutrals and an alternate panel of five qualified neutrals who shall be available to handle arbitrations arising out of this Article. If the parties are unable to agree on all of the neutrals within fifteen (15) days, the National Mediation Board shall appoint the necessary members to complete the panels. If one or more members of a panel becomes unavailable he shall be replaced under this procedure. A neutral shall not be considered available if he is unable to serve within thirty (30) days from the date requested. Should a neutral be requested and none of the panel members is available to begin review of the dispute with the parties within thirty (30) days of such request, the National Mediation Board shall appoint a non panel neutral in such dispute.

(e) The neutral member will review the dispute and if unable to resolve by agreement the neutral member will, within thirty (30) days after the conclusion of the hearing, make a determination on the proposed elimination of cabooses involved in the dispute. The determination of the neutral member authorizing the elimination of cabooses shall be final and binding upon the parties except that the carrier may elect not to put such determination into effect on certain trains or assignments covered thereby by so notifying the General Chairman in writing within thirty (30) days from the date of the determination by the neutral. If a carrier makes such an election it shall be deemed to have waived any right to renew the request to remove the caboose from any such train or assignment covered thereby for a period of one year following the date of such determination.

(f) It is recognized that the operating rules, general orders and special instructions should be reviewed and revised by the carrier, where necessary, to accommodate operations without cabooses. Any necessary revision will be in effect when trains are operated without cabooses.

Section 2. Guidelines

The parties to this Agreement adopt the recommendations of Emergency Board No. 195 that the elimination of cabooses should be an on-going national program and that this program

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can be most effectively implemented by agreements negotiated on the local properties by the representatives of the carriers and the organization most intimately acquainted with the complexities of individual situations.

In determining whether cabooses are to be eliminated, the following factors shall be considered:

- (a) safety of employes
- (b) operating safety, including train length
- (c) effect on employes' duties and responsibilities resulting from working without a caboose
- (d) availability of safe, stationary and comfortable seating arrangements for all employes on the engine consist
- (e) availability of adequate storage space in the engine consist for employes' gear and work equipment.

Section 3. Conditions

Pursuant to the guidelines described in Section 2, the following conditions shall be adhered to in an arbitration determination providing for operations without cabooses:

- (a) Where suitable lodging facilities for a crew are required and the caboose is presently used to provide such lodging, the carrier shall continue to provide a caboose for that purpose until alternate suitable lodging facilities become available.
- (b) Except by agreement cabooses will not be eliminated on certain mine runs, locals and road switchers where normal operations require crews to stand by waiting for cars or trains for extended periods of time and such crews cannot be provided reasonable access to the locomotive or other appropriate shelter during such extended periods.
- (c) Except by agreement cabooses will not be eliminated from trains that regularly operate with more than 35 cars where the crews are normally required to provide rear-end flagging protection.
- (d) Crew members will not as a result of the elimination of cabooses be required to ride on the side or rear of cars except in normal switching or service movements or reverse movements that are not for extended distances.

(e) Additional seating accommodations will not be required on trains having a locomotive consist with two or more cabs equipped with seats. Crews required to deadhead on the locomotive will be provided seating in accordance with Section 2(d).

(f) A carrier may operate a train, run or assignment with a caboose if it so desires despite the fact that it may have the right to operate such train without a caboose.

(g) The conditions and considerations applicable to the elimination of cabooses by agreement of the parties pursuant to this Agreement in each class or type of service shall not be disregarded by the neutral in formulating his award covering a similar class or type service.

Section 4. Through Freight Service

(a) There shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. The 25% limitation shall be determined on the basis of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981. Trains on which cabooses are not presently required by local agreements or arrangements shall not be included in such count, shall not be counted in determining the 25% limitation, and any allowance paid under such agreements or arrangements shall not be affected by this Article. A carrier's proposal to eliminate cabooses may exceed the minimum number necessary to meet the 25% limitation. However, implementation of the arbitrator's decision shall be limited to such 25% and shall be instituted on the basis established below. In the event a carrier's proposal is submitted to arbitration, it shall be revised, if necessary, so that such proposal does not exceed 50% of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981.

(b) In the selection of through freight trains from which cabooses are to be eliminated, a carrier shall proceed on the basis of the following categories:

- (i) trains that regularly operate with 35 cars or less;
- (ii) trains that regularly operate with 70 cars or less which are scheduled to make no stops en route to pick up and/or set out cars;

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- (iii) trains that regularly operate with 70 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;
- (iv) trains that regularly operate with 120 cars or less which are scheduled to make no stops en route or pick up and/or set out cars;
- (v) trains that regularly operate with 120 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;
- (vi) trains that regularly operate with more than 120 cars which are scheduled to make no stops en route to pick up and/or set out cars;
- (vii) all other through freight trains.

(c) The implementation of the arbitrator's decision shall be phased in on the following basis: the carrier may immediately remove cabooses from one-third of the trains that may be operated without cabooses, another one-third may be removed thirty (30) days from the date of the arbitrator's decision and the final one-third sixty (60) days from the date of the arbitrator's decision.

Section 5. Purchases and Maintenance of Cabooses

In addition to the foregoing, a carrier shall not be required to purchase or place into service any new cabooses. A carrier shall not be required to send cabooses in its existing fleet through existing major overhaul programs nor shall damaged cabooses be required to undergo major repairs. However, all cabooses that remain in use must be properly maintained and serviced.

Section 6. Subsequent Notices

A carrier cannot again seek to eliminate a caboose on a train, run or assignment where the request has been denied in arbitration unless there has been a change in conditions warranting such resubmission. Conversely, where a carrier has eliminated a caboose on a train, run or assignment and the characteristics of that train, run or assignment are subsequently changed in a way that the General Chairman believes cause it to depart from the guidelines, he may propose restoration of the caboose and, if necessary, invoke binding arbitration.

Section 7. Penalty

If a train or yard ground crew has been furnished a caboose in accordance with existing agreement or practice on a train or assignment prior to the date of this Agreement and such train or assignment is operated without a caboose other than in accordance with the provisions of this Article or other local agreement or practice, the members of the train or yard ground crew will be allowed two hour's pay at the minimum basic rate of the assignment for which called in addition to all other earnings.

Section 8. Restrictions

The foregoing provisions are not intended to impose restrictions with respect to the elimination of cabooses or in connection with operations conducted without cabooses where restrictions did not exist prior to the date of this Agreement.

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(From Article X, UTU National Agreement, October 15, 1982.)

APPENDIX NO. 53

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes represented by the United Transportation Union (CT&Y), Eastern and Western Lines including the Northern and Southern Divisions.

IT IS AGREED:

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

(2) The Carrier's Eastern and Western Lines, including the Northern and Southern Divisions, and the United Transportation Union (CT&Y) will, as far as possible, agree on "continuing claims" and one or more pilot claims on which the other claims will ride. It will not be necessary for the General Chairman to appeal the rider claims but such claims must be timely

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filed with the Centralized Timekeeping Bureau and the declinations retained by the Organization. The Organization will furnish a list which will contain claimant's name, date of claim and CTB file number of subsequent rider claims to the appropriate General Manager on or about every sixty days. It is not the intention that the sixty days would serve as a basis for alleged time limit violation and in supplying a list of claims to the Carrier, the Organization will not have to repeat listings that were already forwarded at an earlier date. Only additional claims with names, dates and file numbers will be sent for each subsequent period. The pilot claims can be resolved either by conference between the parties or a Public Law Board. In either case, both parties will observe the settlement or Award for the claims listed, but as in No. 1 above, are not obligated beyond the immediate claims.

(3) The Carrier's Eastern and Western Lines, excluding the Northern and Southern Divisions, and the United Transportation Union (CT&Y) will, when their disputes and rules are the same on both Grand Divisions, attempt to set up joint Boards so that Awards can be applied with consistency on both territories.

(4) The Carrier's Eastern and Western Lines, excluding the Northern and Southern Divisions, and the United Transportation Union (CT&Y) will make a special effort to resolve issues and interpretations of the various Agreement rules over which the greatest volume of claims are pending. To the extent possible, this will be done jointly by the Eastern and Western Lines so that the same interpretations will prevail on both territories. It is understood that to accomplish the latter, the utmost cooperation of the parties will be required and a "give and take" attitude must prevail.

(5) All claims on the rider list must be handled by the Organization in accordance with the time limit provisions, i.e., within the 90 days specified from the date of declination by CTB. It will not be necessary to "conference" any claims listed as "riders".

(6) The Carrier will then have 90 days from date of the Organization's letter within which to review that list to determine whether or not any exceptions will be taken to particular claims included as riders on a specific pilot case. If no exception is taken within this time limit, the entire list will be considered as riders.

(7) On any claims the Carrier feels cannot be included as riders on a pilot claim, the Organization will be so notified in writing, and will then have 90 days from the date of the Carrier's letter of notification to handle those claims as a regular appeal claim.

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

Signed at Chicago, Illinois, this 6th day of April, 1977.

(Signatures not reproduced)

APPENDIX NO. 54

MEMORANDUM OF AGREEMENT entered into between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western lines (excluding Northern and Southern Divisions), and its employes represented by the United Transportation Union, Conductors, Trainmen and Yardmen's Committee.

IT IS AGREED:

1.(a) An informal time claims conference is hereby established for handling of time claims between the Local Chairmen and Division Superintendents of the

- Kansas City Terminal Division
- Eastern Division
- Middle Division
- Colorado Division
- Plains Division
- New Mexico Division

(b) All informal time claims conferences will be held at the Local Chairman's home point unless otherwise mutually agreed between the Local Chairman and Superintendent.

2. When a Local Chairman on one of the territories listed in paragraph 1.(a) desires an informal conference on a claim or claims with the Superintendent, a written request, in duplicate, in the format presently followed in handling informal conference dockets, must be made to the Superintendent within ninety (90) days from date of rejection of such claim or claims by the Centralized Timekeeping Bureau.

3. Such conference will be scheduled by the Local Chairman and Superintendent consistent with their availability and such conference if at all possible will be held within sixty (60) days from the date request is received by the Superintendent.

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4. Claims paid, withdrawn or compromised by the Local Chairman and Superintendent in these informal conferences will not be used by either party as a precedent and are not to be referred to by either party.

5. The results of individual claim handling during these informal conferences will be provided in writing by the Superintendent to the Local Chairmen within ten (10) days after completion of the informal conferences.

6. Claims not disposed of in these informal conferences, if to be handled further, must be progressed as provided in the Memorandum of Agreement signed July 10, 1975, as amended, provided such appeals are initiated within ninety (90) days of the date of the letter furnished the Local Chairman following completion of the informal conference on such claims, the same as though the declination of such claims had been made by the Centralized Timekeeping Bureau for procedure purposes.

7. Claims not listed by a Local Chairman within the time limit provided under this Agreement will be handled in line with Memorandum of Agreement signed July 10, 1975, as amended.

This Agreement shall become effective February 1, 1979, and may be cancelled by either party upon ten (10) days written notice.

Signed at Kansas City, Kansas this 18th day of January, 1979.

(Signatures not reproduced).