

BURLINGTON NORTHERN RAILROAD
(Former Fort Worth and Denver Railway Company)

RULES AND SCHEDULE

OF WAGES

governing

CONDUCTORS, BRAKEMEN AND SWITCHMEN

(* * * indicates areas of dispute pending interpretation of the
10/31/85 UTU National Agreement)

Basic Rates Effective

Rules Revised Effective

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AGREEMENT

Agreement between Burlington Northern Railroad (former Fort Worth and Denver Railway Company) and the United Transportation Union for the Employees, governing wages and working conditions of all Conductors, Brakemen, and Switchmen employed by said railway Company.

The words "trainman" and "trainmen" used in this agreement refer to conductors and brakemen. The words "switchman" and "switchmen" used in this Agreement refer to foremen and helpers. The word "crews" refers to crews of conductors and brakemen or of foremen and helpers.

The provisions of this Agreement will be applied without regard to race, creed, sex, age, or national origin.

GENERAL RULES

1. Crew Consist Agreement
 - a) Agreement of June 29, 1984
 - b) Agreement of February 1, 1985
2. Dual Seniority
 - a) Implementing Agreement Article X 1972 National Agreement
 - b) Implementing Agreement Article XIII 1985 National Agreement
3. Time Limit on Claims
4. Application for Employment
5. Road-Yard Service Zones and Incidental Work
6. Service Letters
7. Copy of Agreement
8. Duration of Agreement and Savings Clause
9. Vacation
10. Holiday
 - a) June 25, 1964, National Agreement, as amended.
 - b) Mediation Case A-5249 (Switchmen)
11. Electric Lantern Agreement
12. Physical Examinations
13. Interchange
14. Extending Switching Limits
15. Dues Deduction
16. Union Shop
17. Off Track Vehicle
18. Expenses Away from Home - Suitable Lodging
19. Military Leaves of Absence
20. Updating the Agreement
21. Representation

GENERAL RULE #1: CREW CONSIST AGREEMENT

The Crew Consist Agreement between the parties effective June 29, 1984, is changed as follows:

I. The Special Allowance contained in Article 18 (now \$7.11) is revised to provide that for road crew Trainmen it shall be:

- (a) Crews on Trains of 1 to and including 71 cars..... \$ 7.11
- (b) Crews on Trains of 72 and including 100 cars..... \$ 10.00
- (c) Crews on Trains of 101 to and including 121 cars..... \$ 15.00

The foregoing changes the allowance only to the extent of placing it on an incremental basis. It is specifically understood that this changed allowance shall be subject to future wage increases and COLA occurring on and after July 1, 1984, and, shall otherwise be paid in the same manner and under the same manner and under the same conditions as the Crew Consist Agreement now provides.

II. Side Letter No. 5 is cancelled. The following penalty for improper use of a reduced crew shall apply:

(a) Should the Carrier operate a road or yard crew with a reduced crew when the Crew Consist Agreement actually requires that it be operated with a standard crew, the Carrier will pay each of the two working members of the crew one-half of the amount that the third member of the crew would have made if he had been called. In such a case the conductor (foreman) and brakeman (helper) on a working crew will be entitled to the Special Allowance provided for in Article 18 of the Crew Consist Agreement and the Carrier will still be required to make the payment to the Productivity Fund provided in Article 19 of the Crew Consist Agreement. This payment

is to be made for only those working shift(s) or trip(s) on which the crew should have been a standard crew.

(b) If the additional crew member that should have been used is regularly assigned to that crew, he or she will be allowed actual loss of earnings; if the additional crew member that should have been used is a protected extra employee who was available, that employee will be allowed a basic day's pay and shall continue to stand first-out on the board. No payment shall be made to non-protected extra list employees unless there is a violation of the 121-car (or 6,840 feet) limitation.

III. PERSONAL LEAVE DAYS

(a) Accumulation

Effective with the calendar year 1985 employees who qualify for personal leave days may elect to carry over and accumulate all or a portion of such unused days for use in case of extended illness or personal problems, subject to the following provisions:

(1) Before the end of a calendar year an employee may advise the proper Carrier officer, in writing, that he desires to carry over and accumulate any such unused personal leave day(s) from that calendar year. This refers only to those unused personal leave days that are in excess of (the combination of) those taken (or paid for) and of the holidays on which he was in service covered by the holiday pay rules. Receipt of the employee's notification will be acknowledged, in writing, and will thereafter remain as credited to the employee until he/she claims them, under the provisions of Subparagraph (3), below, or they are forfeited under the provisions of Subparagraph (5), below.

In order to qualify for accumulation of unused personal leave days as provided above, the employee must be in road freight service not covered by the National Paid Holiday Rules at the time he/she files an accumulation request, and such accumulation is subject to the 11 holiday-leave days limitation set forth in Article 21(b). He or she may not take any personal leave days (for that year) in that calendar year after filing an accumulation request for them. However, the actual number of days accumulated will not be determined until year-end.

(2) A maximum of 30 such days may be carried over and accumulated.

(3) Such accumulated personal leave days may only be used for those "time lost" days occurring when it is known that an employee is to be absent for at least 20 consecutive days (or as soon as it is known, thereafter, that the absence will be of that duration) because of illness or of surgery on the employee, his/her spouse or children. The employee may also be allowed to take these accumulated leave days by agreement between the Local Chairman and the local company officer, for other personal (problem) reasons. When such personal leave payments commence (and such payments shall be made retroactively so as to commence on the first day the absence began), the employee's vacancy may be blanked if it is on a blankable position (but subject to paragraph (b) (1) of this Article).

(4) When the employee desires to use such accumulated personal leave days, he will give written notification to the proper Carrier officer, in advance (at least 48 hours' notice) if practical, so that arrangements can be made to pay the personal leave days and to handle the resultant vacancy as a "personal leave day vacancy" under Article 21 of the Crew Consist Agreement.

Note: Employee must be in road freight service not covered by the National Paid Holiday Rules to be qualified to use accumulated personal leave days.

(5) In the event an employee's employment relationship is terminated for any reason other than death or retirement under the provisions of the Railroad Retirement Act, any accrued personal leave days will be forfeited. If the employee retires under the provisions of the Railroad Retirement (or dies prior to termination of seniority) the accumulated personal leave days shall be paid to the employee (or his estate) at the basic rate of the last service performed.

(b) Granting

Local officers will make every effort to grant personal leave days when they are requested, but it is understood that they may decline such requests if there are not sufficient extra employees who will be rested and available to protect the known "must-fill" vacancies that will be filed, plus one for each ten employees (or major fraction thereof) on that extra board.

EXAMPLES:

(i) If there is one known vacancy "showing," to be protected by a 10-person extra board (and of whom there are 5 extra employees who are, or will be, rested and available for that vacancy), the Carrier Officer must (will) permit up to 3 employees to take personal leave and/or lay off "for personal business" (assuming, of course that those 5 rested employees will be able to protect all of the "must fill" vacancies).

(ii) If there are three known vacancies "showing", to be protected by a 17-person extra board (and of whom there are 9 extra employees who are, or will be,

rested and available for those vacancies), the Carrier Officer must (will) permit up to four employees to take personal business" (Same assumption). That is, on a 17-person extra board, the Carrier Officer may hold up to 2 extra employees for unexpected lay off (for sickness and other personal emergencies) but he/she is not required to and if it appears to him/her that this "safety net" is unnecessary, he/she may let employees lay off to the full extent of the extra employees availability.

IV. The following questions and answers are added to the agreement as indicated:

Article 21

Q. #12. When a demoted/emergency Conductor is used to fill a personal leave vacancy under the "On Car Agreements", is his resulting brakeman vacancy blankable?

A. #12. Yes, subject to the 121-car and 6,840 feet limitations.

Q. #13. Under the Personal Leave accumulation if, for example, I have already accumulated 30 days but I am then dismissed for running a red board. Will I lose the 30 days?

A. #13. Yes, but the 30 days will be restored in the event you are reinstated with seniority unimpaired.

Q. #14. If an employee exercises the option to use his accumulated personal leave days during an extended absence, can the Carrier blank that vacancy for more than the personal leave days entitled to during that absence:

A. #14. The provision to blank personal leave vacancies on blankable (only) positions applies to those days on which the personal leave

days are actually taken. As an example, an employee may be off several months due to serious illness: he may take the personal leave days to which he is entitled in the current year (10) plus his accumulation (20) and his vacancy would be blanked for the entire 30-day period: thereafter, any further blanking of his vacancy (if possible) would have to be in accordance with applicable provisions of the Crew Consist Agreement; i.e., job blanked (Art. 6[b]), extra board exhausted (Art. 7[a]), or fails to report (Articles 12 and 13).

Q. #15. Will an employee enrolled in a rehabilitation program be allowed to use and be paid for accumulated personal leave days?

A. #15. Yes, but not while serving a disciplinary dismissal or suspension (or the exclusions mentioned in Q & A #9 to Article 21).

GENERAL RULE #2: DUAL SENIORITY

In order to implement Article X, "Combining Road and Yard Seniority," in the January 27, 1972 UTU National Agreement, which reads as follows:

"Seniority rosters of trainmen and yardmen shall be combined on a topped and bottomed basis. Where two or more existing yard seniority rosters are to be combined with an existing road seniority roster such yard rosters will be dovetailed with yardmen maintaining prior rights in their respective yards prior to being topped and bottomed with the road roster. All men on the combined seniority rosters shall have rights to both road and yard assignments. Existing road service men shall have prior rights to road assignments and existing yard service men shall have prior rights to yard service assignments.

"All employees hired after the day of the combination of the seniority rosters shall establish joint road and yard seniority."

IT IS HEREBY AGREED:

SECTION I.

(a) All trainmen with a seniority date of February 16, 1971, or earlier (hereinafter referred to as "prior right brakemen") in addition to retaining prior rights seniority on their respective seniority district (Wichita Falls and Amarillo) shall establish and accumulate "System Road Seniority Rights" on a dovetailed basis.

(b) All yardmen with a seniority date of February 16, 1971, or earlier (hereinafter referred to as "prior right yardmen") in addition to retaining prior rights seniority in their respective yards shall establish and accumulate "System Yard Seniority Rights" on a dovetailed basis.

(c) Effective February 17, 1971, the seniority rights of Amarillo and Wichita Falls road trainmen shall be extended so as to include seniority in Amarillo, Childress, Wichita Falls and Fort Worth yards as yardmen. The seniority of yardmen in said yards shall be extended so as to include seniority in Amarillo and Wichita Falls seniority districts as road trainmen.

(d) Each individual who, prior to February 17, 1971, had acquired a seniority date as yardman, conductor and/or brakeman on any of the rosters identified above, will hereafter have such dates shown on the consolidated rosters as his respective "prior right dates."

(e) Each individual whose name appears on the brakemen's seniority rosters who has a seniority date as brakeman prior to February 17, 1971, but who has no seniority

date as conductor, will be given a prior right to be promoted to conductor on the district on which he now holds seniority as brakeman, in his relative seniority order as brakeman thereon, following the next senior man thereon who had previously acquired a conductor's seniority date, and ahead of conductors from the other districts. To accomplish this purpose and at the same time effectuate consolidation of the two existing road rosters, the names of such brakemen will be carried on the roster of conductors with a date corresponding to the date which next precedes the effective date of the consolidation of rosters; it being understood that an individual cannot use his "prior right date" as conductor until he acquires a "consolidated roster date" as conductor in accordance with Article 21.

Subject to the "prior right" accorded to brakemen in the preceding paragraph to be given an opportunity to be promoted to conductor on the district on which he holds seniority as brakeman, each individual who holds seniority as either brakeman or yardman will be given an opportunity to be promoted to conductor under applicable schedule rules in his relative seniority order as either brakeman or yardman.

(f) Each individual holding seniority as either brakeman or yardman with a seniority date of February 17, 1971 or later will be shown on the consolidated roster of brakemen-yardmen in the relative order of their seniority on any of those rosters and with the dates they now hold on the respective rosters.

(g) Each individual who held seniority on the yardmen's seniority roster with a date of February 17, 1971 or earlier, and who is a promoted foreman, will retain his prior right as such on his respective roster corresponding to his seniority date as yardman.

SECTION II.

(a) Any individual transferring in the exercise of seniority from one "prior right" district to another; from road to yard service; or yard to road service, must remain in that service for at least 45 days if his seniority will permit.

(b) The first seniority roster issued as a result of this agreement will be open for correction or omission for a period of one year after date of issue.

(c) After combining road and yard seniority, the provisions of the agreement governing road or yard service will apply, i.e., when working in road service the provisions of the Trainmen's Agreement governing road service employees will apply; when working in yard service the provisions of the Yardmen's Agreement governing yard service will apply.

(d) Separate extra boards covering road service and extra boards covering yard service, respectively, will be maintained and regulated in accordance with applicable schedule rules. Employees working from a yard extra board will not be used to augment a road extra board unless the road extra board is exhausted. Neither will an employee working from a road extra board be used to augment a yard extra board unless it is exhausted and there are no regularly assigned yardmen available that have at least eight hours to work and their working will not interfere with their working their regular assignment.

(NOTE: In instances where because of the limited amount of work involved separation of such boards is not practicable, the matter shall be negotiated between representatives of employees and representatives of management and reasonable arrangements entered into looking to the maintenance of common boards.)

(e) Trainmen or yardmen who are furloughed at one road extra board point or yard will not be required to transfer to another road extra board point or yard. Furloughed employees failing to exercise seniority to another point will forfeit the right to later displace a junior employee at that point for a period of sixty (60) days; unless there is a further recall at that point within sixty (60) days.

(f) Furloughed employees transferred through the exercise of seniority, when recalled, will be recalled to the point from which they were furloughed; or will have the option of remaining at the point to which transferred, provided they have filed written request with the proper Carrier Officer with copy to Local Chairman.

(g) Conductors, brakemen and yardmen will have access to bulletins advertising new assignments or vacancies on existing assignments on the entire system. In the event no bids are received on a particular bulletin, the junior unassigned man in the particular grade of service (conductor, brakeman or yardman) working in the district or yard where the vacancy occurs will be assigned under applicable schedule rules.

Pursuant to Article XIII, Section 2 - Establishing Brakeman Seniority - of the National Agreement dated October 31, 1985, (Text of Implementing Agreement dated July 18, 1986)

IT IS AGREED:

SECTION I.

As of 12:01 a.m. of the date this agreement is signed, engine service employees (i.e., Engineers, Firemen and UTU-represented Hostlers holding seniority as such on the territory of this component line) who do not have Trainman/Yardman seniority will be

placed at the bottom of the existing Trainmen/Yardmen roster of the FWD system seniority district.

SECTION II.

They will be placed on that seniority roster in the same relative standing (i.e., seniority date order) they hold on the Firemen's roster.

SECTION III.

(a) Engine service employees who establish seniority as Trainman/Yardman, pursuant to Article XIII, Section 2, of the National Agreement of October 31, 1985 and this Implementing Agreement, will be allowed to relinquish their newly acquired Trainman/Yardman seniority during the 90-day period that commences on the date of this agreement. If they do not relinquish this new seniority, they will be subject to Section 4(2) of Article XIII of the National Agreement dated October 31, 1985, reading as follows:

"(2) Trainmen who establish seniority on or after November 1, 1985, must accept promotion to Conductor/Foreman in proper turn."

(b) Engine service employees who retain Brakeman/Yardman seniority under the foregoing paragraph, who do not accept promotion to Conductor/Foreman or who fail to satisfy (i.e., pass) the promotional requirements, shall lose their Brakeman/Yardman seniority under the provisions of the Memorandum of Agreement Ops. 4-85 signed and effective January 16, 1985.

SECTION IV.

Engine service employees who desire to relinquish such newly acquired Trainman/Yardman seniority must notify, in writing, the Superintendent and the UTU

Trainman/Yardman General Chairman within the 90-day period commencing on the effective date of this agreement.

SECTION V.

On or after November 1, 1985, any person establishing seniority in engine service without first establishing seniority as Trainman/Yardman will simultaneously establish a seniority date as Trainman/Yardman.

SECTION VI.

(a) Engine service employees establishing seniority as Trainman/Yardman under Article XIII of the National Agreement of October 31, 1985, and this Implementing Agreement, shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as Engineer, Fireman on a designated position in passenger service, or UTU-represented Hostler or Hostler Helper.

(b) Trainman/Yardman who have (prior to November 1, 1985) been promoted to engine service and retained their Trainman/Yardman seniority under the provisions of Article VIII of the August 25, 1978 National Agreement, may exercise their Trainman/Yardman seniority only if they cannot hold any position or assignment in Engineer, Fireman and UTU-represented Hostler service.

GENERAL RULE 3: TIME LIMIT ON CLAIMS

(a) When claims or grievances are made under the agreement, rules or articles of the schedule must be specified in such claim or grievance when appealed.

(b) All claims and grievances must be presented in writing by or on behalf of the employee involved, to the officer of the company authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based,

or such claim or grievance is barred and will be deemed to have been abandoned. Should any such claim or grievance be disallowed, the carrier shall, within sixty (60) days from date same is received, notify the employee and his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to similar claims or grievances.

(c) If a disallowed claim or grievance is to be appealed, such appeal must be taken within sixty (60) days from date of decision from which appeal is taken and the representative of the carrier shall be notified in writing of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances.

(d) The procedure outlined in paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer, except the highest designated officer. Decision by the highest officer designated to handle claims or grievances will be made within sixty (60) days following conference and shall be final and binding unless within sixty (60) days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months period herein referred to.

(e) All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or

grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the Carrier. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(f) This rule recognizes the right of representatives of the organization party hereto to file and prosecute claims and grievances for and on behalf of the employee they represent.

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

(h) It is understood that conductors, brakemen and switchmen will submit all time claims on Time Return and Delay Form to the carrier officer authorized to receive same for payment. The initial claim, as well as each so-called continuing claim, will be presented on these forms. In the event claim is not allowed as presented, the carrier officer will issue declination or correction notice for each separate claim presented with copy to the Local Chairman.

(i) Time claims presented by chairmen in behalf of conductors and/or brakemen, or switchmen, will be subject to the same procedure as stated above.

(j) It is further understood that the settlement of a claim or claims will be made on the basis of claim of record in accordance with the above outlined procedure.

(k) For the purpose of eliminating controversies arising over time limit procedure, the initial carrier officer will have Time Return and Delay Form stamped on the date it is received in his office. Likewise, each succeeding appeal or declination shall be stamped on the date it is received by the addressee.

GENERAL RULE #4: APPLICATION FOR EMPLOYMENT

Section 1 - Probationary Period

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

Section 2 - Omission or Falsification of Information

An employee who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the carrier had had timely knowledge of it.

GENERAL RULE #5: ROAD, YARD AND INCIDENTAL WORK

Section 1 - Road Crews

Road crews may perform the following work in connection with their own trains without additional compensation:

(a) Get or leave their train at any location within the initial and final terminals and handle their own switches. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for that assignment and such point is not within reasonable walking distance of the on and off duty point, transportation will be provided.

(b) Make up to two straight pick-ups at other location(s) in the initial terminal in addition to picking up the train and up to two straight set-outs at other location(s) in the final terminal in addition to yarding the train; and, in connection therewith, spot, pull, couple, or uncouple cars set out or picked up by them and reset any cars disturbed.

(c) In connection with straight pick-ups and/or set-outs within switching limits at intermediate points where yard crews are on duty, spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed in connection therewith.

(d) Perform switching within switching limits at times no yard crew is on duty. On carriers on which the provisions of Section 1 of Article V of the June 25, 1964 Agreement are applicable, time consumed in switching under this provision shall continue to be counted as switching time. Switching allowances, where applicable, under Article V, Section 7 of the June 25, 1964 Agreement or under individual railroad agreements, payable to road crews, shall continue with respect to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and such allowances are not subject to general or other wage increases.

(e) At locations outside of switching limits there shall be no restrictions on holding onto cars in making set-outs or pick-ups, including coupling or shoving cars disturbed in making set-outs or pick-ups.

Section 2 - Yard Crews

Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:

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

(b) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

NOTE: For performing the service provided in (a) and (b) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are

limited to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and is not subject to general or other wage increases.

(c) Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.

(d) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of August 25, 1978, except by mutual agreement.

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

Section 3 - Incidental Work

(a) Road and yard employees in ground service and qualified engine service employees may perform the following items of work in connection with their own assignments without additional compensation:

- (1) Handle switches
- (2) Move, turn and spot locomotives and cabooses
- (3) Supply locomotives and cabooses except for heavy equipment and supplies generally placed on locomotives and cabooses by employees of other crafts
- (4) Inspect cars
- (5) Start or shutdown locomotives
- (6) Bleed cars to be handled
- (7) Make walking and rear-end air tests

- (8) Prepare reports while under pay
- (9) Use communication devices; copy and handle train orders, clearances and/or other messages
- (10) Any duties formerly performed by firemen

(b) Road and yard employees in engine service and qualified ground service employees may perform the following items of work in connection with their own assignments without additional compensation:

- (1) Handle switches
- (2) Move, turn, spot and fuel locomotives
- (3) Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts
- (4) Inspect locomotives
- (5) Start or shut down locomotives
- (6) Make head-end air tests
- (7) Prepare reports while under pay
- (8) Use communication devices; copy and handle train orders, clearances and/or other messages
- (9) Any duties formerly performed by firemen.

Switching Limits as They Existed on August 25, 1978

(in effect on August 25, 1978)

At Fort Worth	Mile post 22.0 on the ___ subdivision main track
	Mile post 11.0 on the first subdivision main track
At Wichita Falls	Mile post 111.3 on the first subdivision main track
	Mile post 126.0 on the first subdivision main track
	Mile post 8.0 on the sixth subdivision main track
At Childress	Mile post 219.2 on the first subdivision main track

Mile post 225.0 on the second subdivision main track
At Amarillo Mile post 328.0 on the second subdivision main track
Mile post 338.5 on the second subdivision main track

GENERAL RULE #6: SERVICE LETTERS

When trainmen/switchmen leave the service of the BN, they shall, upon request be furnished a letter, signed and dated by the proper authority, setting forth duration of service and the capacity employed.

GENERAL RULE #7: COPY OF AGREEMENT

The BN agrees to furnish each trainman/switchman with a copy of this Agreement, if requested, free of charge. Trainmen/switchmen will be required to receipt for same and must return it to the General Manager, or his representative, upon leaving the service. General Chairman will be furnished extra copies upon request, but not for replacement of receipted agreements.

GENERAL RULE #8: DURATION OF AGREEMENT

The rates of pay, rules and working conditions set forth herein shall continue in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

GENERAL RULE #9: VACATION

(National Agreement dated April 29, 1949, As Amended)

Section 1. (a) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under

schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated 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(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.)

(b) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated 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 (b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1 (b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.)

(c) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service of not less than twelve hundred and eighty (1,280) basic days in miles or hours paid for as provided in individual schedules.

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

year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.)

(d) Effective January 1, 1982, each employee subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having seventeen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service renders service of not less than twenty-seven hundred twenty (2,720) basic days in miles or hours paid for as provided in individual schedules.

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

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.)

(e) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

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

Beginning with the year 1960 on all other carriers, in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.)

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) In dining car service, for service performed on and after July 1, 1949 -- each 7-1/2 hours paid for shall be considered the equivalent of one basic day in the application of Section 1(a), (b), (c), (d) and (e).

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

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

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

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), Twelve hundred and eighty (1,280) basic days under Section 1(c), two thousand seven hundred and twenty (2,720) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

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

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

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

(l) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1 (a), (b), (c), (d), or (e) and (j) hereof.

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

General

(a) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

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

Yard Service

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

Combination of Yard and Road Service

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

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

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

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

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

Section 6 Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties

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

The following procedures will be followed in implementing section 6 of the National Vacation Agreement dated April 29, 1949, as amended.

(a) Vacations shall be taken between January 1 and December 31 of each year.

(b) On December 1, April 1, August 1, of each year employees (Conductors, Brakemen and Switchmen) will be requested to submit applications by the 16th of the month for vacations in each of the following four month periods: January through April, May through August, September through December.

(c) The Carrier Officer in charge at Fort Worth, Wichita Falls and Amarillo will determine the number of employees who will be on vacation at one time, by dividing the total number of vacation weeks to be assigned in a calendar year by fifty-two (52) to determine the number of employees who will be on vacation in any week.

(d) Employees will be assigned vacations in accordance with their requests and in seniority order. Employees in yard service on December 15, April 15 and August 15, will be assigned vacations separately from employees in road service on the same dates, i.e.,

distinction between road and yard service will be maintained in the assignment of vacations.

(e) If insufficient applications are received for the vacations allotted in any vacation period, the most junior employees working on the district, in road or yard service, will be assigned vacations in sufficient numbers to utilize the remaining vacation periods.

(f) Vacations will be assigned in weekly increments. Vacations for regularly assigned roadmen and all extra men will start on Sunday. Vacations for regularly assigned yardmen will start on their first rest day.

(g) Employees will be permitted to split their vacations into weekly increments without restriction on the number of splits. (Example: Employee entitled to five (5) weeks vacation may take his vacation in any five (5) weeks of the year.)

It is further understood, when employees are deadheaded to outlying points to fill split vacation vacancies, only the first and last deadhead will be paid on the entire vacation period in question, i.e., the first deadhead for going to fill the first portion of a split vacation will be paid for and the return deadhead from the last portion of the vacation will be paid for. No return deadhead from the first or intermediate portions will be paid for nor will the going deadhead for the last or intermediate portions be paid for on a split vacation.

(h) Employees who may qualify for an additional week's vacation in any calendar year will be allowed the additional week in that year without any consideration given to his anniversary date.

(i) In the event an employee is off sick, injured, furloughed or on authorized leave of absence, he will be permitted to take all or part of his vacation during the time

he is off. It is understood the employee must submit proper request and also file a time slip for vacation payment upon receipt of permission to be off.

(j) The available employees to protect the service will be reviewed and analyzed, and if there are insufficient employees working in the craft to provide vacations during the calendar year, additional persons will be employed so that vacations may be granted.

(k) Local Chairmen will cooperate with the local Carrier Officer in arranging vacation periods, administering vacations and releasing additional employees when requirements of the service will permit.

Section 7 (a) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

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

Section 8 The vacation provided for in this agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not

received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

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

Section 10 Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes.

Section 11 This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 12 The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

INTERPRETATION OF VACATION AGREEMENT

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

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.

2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.
3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.
4. An employee in yard service working 12 hours will be credited with 1-1/2 basic days.
5. An employee in freight service, run around and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employee in freight service, paid no overtime or other allowances, working as follows:

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

will be credited with seven basic days.

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

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

Interpretation of Continuous Service
Provisions of Section 1 of Vacation Agreement

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

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No

other claims for 1955 based on continuous service will be paid. Standby agreements will be applied accordingly to their terms and conditions for the year 1955.

Signed at Chicago, Illinois, this 18th day of January, 1956.

(Agreements of January 20, 1955;

October 26, 1966; and June 24, 1976)

In the application of Section 7(a) of the National Vacation Agreement, when a regular trainmen works the first day of his vacation period in order to avoid loss of time on his regular assignment, he will not be permitted to go out the last day of his vacation period to avoid loss of time on his regular assignment. In other words, a regular trainmen should be permitted to work either the first or last day of his vacation to avoid loss of time, but will not be permitted to work both the first and last day.

The permission to work either the first or last day, but not both, of a vacation to avoid loss of time will apply to the total vacation period and will not apply to each of the periods in the event of a split vacation.

A regular trainman who is displaced from his regular assignment while on vacation and who did not work the first day of his vacation period as above provided for will be permitted to make displacement and go out the last day of his vacation period to avoid loss of time.

No penalty claims will be valid in the event a trainman doubles his district or commences two trips on either the first or last day of his vacation period as above provided for.

GENERAL RULE #10: PAID HOLIDAYS

(Article I, Section 2 of the National Agreement of June 25, 1964, as amended.)

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

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

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

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

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

(b) Any of the employees described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

(c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days

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

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

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

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

(g) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding 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.

(h) 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 workday and/or a vacation day.

MEDIATION AGREEMENT CASE NO. A-5249

ARTICLE IV

PAID HOLIDAYS, YARD SERVICE EMPLOYEES

(As amended by Mediation Agreements of April 5, 1957 and August 4, 1962)

Section 1 - Regularly Assigned Yard Service Employees

(a) Effective November 1, 1957, each regularly assigned yard service employee, 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:

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

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 fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

- (b) To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished on (1) the day preceding the holiday, (2) the holiday, or (3) on the day following the holiday, will qualify for holiday pay provided he does not lay off on any of such days. If the holiday falls on the last day of an employee's work week, the first workday following his "day 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: If a yard service employee working as a regularly assigned man is displaced, his assignment is abolished or the employee relinquishes his assignment (where schedule rules permit relinquishment of assignment) and he reverts to the extra board, he will be considered available if he marks himself on the extra board not later than 2-1/2 hours prior to the beginning of the next 90 minute starting time period.

"Full calendar day" for an extra man going to a regular assignment will end at the starting time of his regular assignment.

NOTE 2: It is understood that combination of service, i.e., regularly assigned and/or extra service the day before or the day after the holiday will meet the qualifying requirements of the above agreement. A yard service employee laying off of his own accord on the holiday will not qualify for holiday pay.

NOTE 3: A regularly assigned yard service employee 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. If the holiday is not an assigned workday on the new assignment, the employee would not be entitled to holiday pay.

NOTE 4: A yard service employee will be deemed to have performed service under this Agreement if he performs service as a yardmaster or assistant yardmaster in accordance with rules and practices on the Carrier.

NOTE 5: Nothing in this paragraph (b) shall be considered to create a guarantee where none now exists or to change or modify existing rules or practices dealing with the annulment of assignments on the holidays or the days immediately preceding or following as enumerated in Article I, Section 1 of this Agreement.

- (c) (As amended by Agreement dated June 25, 1964) - yard service employees who work on any of the ten 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) hereof for qualifying employees shall e in addition thereto.
- (d) In yards operating under strict seniority or mark-up boards, determination of "regularly assigned employees" for the purpose of applying the qualifying provisions of paragraph (b) hereof shall be the subject of negotiations on the individual properties.
- (e) This Article IV applies only to yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Each of the qualifying days of service provided in paragraph (b) hereof must be performed in yard service.
- (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) hereof, unless the regular assigned employee fails to qualify under paragraph (b) hereof, shall satisfy such guarantee. Nothing in this Article IV shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.

- (g) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month are hereby abrogated insofar as the ten (10) holidays herein referred to are concerned.
- (h) As used in this Article, the term "workday" and "holiday" refer to the day to which service payments are credited.
- (i) Nothing in this Article IV 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 September 21, 1950, as amended.

Section 2 - Extra Yard Service Employees

- (a) Effective November 1, 1957, each extra yard service employee, who meets the qualifications provided in paragraph (b) of this Section 2, shall receive one basic day's pay at the pro rata rate when yard service is performed on any of the following enumerated holidays:

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

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

(Agreement dated June 25, 1964)

The following provision to be applicable to the qualifying conditions for extra yard service employees:

For purpose of this Agreement, the work week for extra yard service employees shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

NOTE: This work week shall not be applied to extra yard service employees who have scheduled days off other than Saturday and Sunday, in which event the same principles outlined above will apply in determining the work days immediately preceding and following the holiday.

- (b) To qualify, an extra yard service employee must:
- (1) Perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for service on the holiday, or,
 - (2) Be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,
 - (3) Be available for service on the full calendar day immediately preceding and immediately following and on the holiday; or perform service on any one or more of such days and be available on the other such day or days and

compensation for service paid him by the Carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE: A regularly assigned yard service employee who voluntarily changes his service status to an extra yard service employee on any of the three qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 2.

(c) (As amended by Agreement dated June 25, 1964)

Yard service employees who work on any of the ten 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 employees shall be in addition thereto.

(d) This Section 2 applies only to extra yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Each of the qualifying days provided in paragraph (b) of this Section 2 means days of service or days of availability in yard service.

(e) 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 annual assignments on the holidays enumerated in paragraph (a) of this Section 2.

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

(g) 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 September 21, 1950, as amended.

GENERAL RULE #11: ELECTRIC LANTERN AGREEMENT

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 lanterns by the particular railroad on which employed upon depositing with that railroad the actual cost thereof, not exceeding \$4.00 each.
3. Deposits for lantern secured from the railroads may be made by trainmen and yardmen by depositing cash therefore or by signing a deduction order for the amount to be deducted from their paychecks on the current payroll.
4. When a trainman or yardman leaves the service, either voluntarily, by discharge or by death, or those retaining employee relationship but not in active service, the lantern may be returned to the railroad whereupon the amount of deposit made when the lantern was issued, not exceeding amount of \$4.00 shall be refunded to him or his estate or heirs.
5. Replacement of lanterns will be made by the railroad without cost to the employee under the following conditions:
 - A. When worn out or damaged in the performance of railroad service upon return of the lantern issued by the railroad.
 - B. When stolen while employee is on duty without neglect on part of employee.
 - C. When destroyed in the performance of duty.
6. Employees will not be compelled to purchase lantern from the railroad, but may purchase it from other sources of their own choice, provided, however, that any lantern so purchased must conform with the standard prescribed by the railroad.
7. The electric lantern, bulbs, and batteries must be of a standard prescribed by the railroad, and the lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.
8. Trainmen and yardmen who, prior to the effective date of this agreement, have provided themselves with electric lanterns and have used them in the service of the

railroad may continue to use them, if they so desire, until they are worn out, provided such lantern is of a satisfactory type and contains two serviceable white bulbs for instant use and a provision for carrying a spare white bulb in the lantern.

9. After the effective date of this agreement, each trainman and yardmen must provide himself with an electric white lantern, meeting the specifications set out in paragraph 7.
10. Each railroad will maintain at convenient locations a supply of batteries and bulbs to be drawn by trainmen and yardmen as needed to replace those worn out or broken without cost to the employees.
11. The railroads will continue to use oil burning lanterns with red globes for flagging, but they will continue their efforts to have developed an electric red lantern that will be satisfactory for such service, and if and when one is developed the party of the first part will then enter into further negotiations with the party of the second part representing trainmen and yardmen with respect to its adoption for flagging service. When such lanterns are adopted for flagging service, they will be furnished by the railroads without expense to trainmen and yardmen.

GENERAL RULE #12: PHYSICAL EXAMINATIONS

No trainman or yardman who is in the service shall have his rights to service restricted or be removed from the service because of his physical or mental condition without the approval of the General Manager. He may, however, where a questions of safety is involved, be held out of service on recommendation of regularly appointed physician pending the General Manager's decision.

In the event the employee feels that his physical condition does not justify removal from the service or restriction of rights to service, he may, within fifteen days following notice of disqualification, when requested in writing by himself or his representative, be examined by a panel of physicians and the following rules of procedure will govern:

(a) The employee's physician and the railroad's physician, who shall both be graduates of a Class (a) medical school of regular medicine, 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 recognized specialist in the disease or impairment which resulted in the employee's being disqualified. The panel of physicians thus selected will examine the employee and render a report of their findings within a reasonable time not exceeding fifteen days after selection, setting forth his physical condition and their conclusions as to his fitness for service, which shall be accepted as final. Copy of this report will be furnished to the employee or his representative. If the conclusions reached are adverse to the employee and it later develops that his physical condition has improved, a re-examination will be arranged after a reasonable interval if requested by the employee.

(b) The Railroad Company and the employee involved will each defray the expense of their respective physicians. The fee of the third member of the panel will be borne equally by the employee involved and the Railroad Company. Other examination expenses, such as x-ray, electrocardiographs, etc., will be borne equally by the employee involved and the Railroad Company.

(c) If the decision of this panel of examining physicians does not confirm the necessity for the previous disqualification or restriction, the employee will be permitted to return to the service from which removed and compensated for loss of earnings, if any, as a result of the disqualification or restrictions.

(d) The above provisions will also apply in the event the employee feels at a later date that his physical condition has improved to the extent that the restriction placed on his services should be modified, and the Carrier disagrees.

- (e) Employees who are required to submit to periodic re-examinations will be examined at the nearest point where regularly appointed physicians are available and this without loss of time.

GENERAL RULE #13: INTERCHANGE

(Article VII of National Agreement dated January 27, 1972)

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

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

Section 3. At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

Section 4. If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

Section 5. Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

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

Section 6. The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Agreement.

GENERAL RULE #14: SWITCHING LIMITS
(Article VI of National Agreement dated January 27, 1972)

Section 1 Except as provided in Section 2 hereof, where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

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

Section 2 Where, after the effective dates of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of this Agreement. Other industries located between such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Section 2 and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments, but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employee elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence. (Subject to certain modifications contained in National Agreements subsequent to 1972.)

Section 3 This Agreement shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

Section 4 The foregoing is not intended to amend or change existing agreements involving predominantly full-time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in Section 2 hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

GENERAL RULE #15: DUES DEDUCTION AGREEMENT

The United Transportation Union (hereinafter called UTU) has requested that the Burlington Northern Railroad Company (hereinafter referred to as the "Carrier") withhold and deduct from the wages of such of its employees employed in road or yard service, who are members of the UTU, monthly membership dues, initiation fees, assessments and insurance premiums and to pay over to the UTU the amounts so deducted and withheld, less amounts provided for by Section 4 herein.

Section 1.

(a) Subject to the terms and conditions of this agreement, the Carrier shall periodically deduct from the wages of the employees subject to this agreement, who acquire and maintain membership in the UTU, amounts equal to the periodic dues, initiation fees, assessments and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the UTU and shall pay the amount so deducted to the designated Treasurer of the UTU; provided; however, that this requirement shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written wage assignment authorization to the UTU of such membership dues, initiation fees, assessments and insurance premiums, which wage assignment, authorization shall be revocable in writing after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the Rules and Working Conditions Agreement between the parties hereto applicable to employees in Train and Yard Service, whichever occurs sooner.

(b) The wage and assignment authorization shall be in the form attached hereto and identified as Attachment A which by this reference is made a part hereof.

- (c) The revocation of the wage and assignment authorization shall be in the form attached hereto and identified as Attachment B which by this reference is made a part hereof.
- (d) Both the wage assignment authorization and the revocation of the wage assignment authorization forms shall be provided by and at the expense of the UTU and shall be subject to approval by the Carrier.
- (e) The UTU shall assume full responsibility for the procurement and execution of the wage assignment authorization or the wage assignment authorization revocation and for delivery of such forms properly compiled to the General Auditor, Fort Worth, Texas.

Section 2.

- (a) The Treasurer of each local of the UTU shall furnish to the General Auditor of the Carrier, not later than the 5th of each month, but earlier if possible, a certified statement in triplicate showing the name, the Railroad Retirement Account number, the division on which employed, and gross amount to be deducted from the wages the wages of each member who has signed a wage assignment form, and which form has been filed with the Carrier.
- (b) Deductions will be made from the wages earned in the first pay period of the month for which the statement specified in Section 2(a) is furnished. The following payroll deductions will have priority over deductions in favor of the UTU, as provided for in this agreement:
 - 1. Federal, state and municipal taxes and other deductions required by law, including garnishments and attachments.
 - 2. Amounts due the Carrier.
 - 3. Insurance and hospitalization premiums.
 - 4. Amounts due in payment for meal books, watches and board or lodging deduction orders.

- (c) If the earnings of an employee are insufficient to remit the full amount of deduction for such employee, no deduction shall be made, and the same will not be accumulated on any subsequent monthly statement furnished by the Treasurer of the UTU.
- (d) No deductions will be made from other than the regular payrolls.
- (e) This agreement shall cease to apply to any employee who may be adjudicated bankrupt or insolvent under any federal or state laws, and any wage assignment authorization given hereunder shall become void.

Section 3.

In the event the Carrier makes any change in the accounting system or procedure, the UTU will be notified of such change, and advised to whom authorizations, revocations, and the deduction lists are to be delivered.

Section 4.

In consideration of the services herein described and to pay for the expense of administration, the Carrier will retain from the sum of all deductions made in each month fifteen (15) cents per member from whom a deduction is made in such month and will remit to the Treasurer of each local the balance due the UTU of the amount deducted from the wages of the members listed by the respective Treasurers. The carrier will make such remittance not later than the 5th day of the month following the month in which the deduction is made.

Section 5.

Erroneous deductions will be adjusted by the UTU. If a question arises as to the amount deducted, the member concerned will handle such matter direct with the Treasurer of his local.

Section 6.

No part of this agreement or any other agreement between the Carrier and the UTU shall be used either directly or indirectly as a basis for any grievance or claim by or in

behalf of any employee predicated upon any violation of, or misapplication or non-compliance with, any part of this agreement.

Section 7.

The UTU shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the execution of, or compliance with the provisions of this agreement.

Attachment A
WAGE ASSIGNMENT AUTHORIZATION
UNITED TRANSPORTATION UNION

To:

Burlington Northern Railroad Company.

I hereby assign to the United Transportation Union that part of my wages necessary to pay my monthly union dues, initiation fees, assessments and insurance premiums (not including fines and penalties) as reported to the General Auditor, Burlington Northern Railroad Company, by the Treasurer of the United Transportation Union, Local No. _____, in monthly statements certified by him as provided for the Dues Deduction Agreement entered into between the Burlington Northern Railroad Company and its employees represented by the United Transportation Union, effective June 1, 1956, and I hereby authorize the Burlington Northern Railroad Company to deduct from my wages all such sums and remit them to the Treasurer of my local of the United Transportation Union in accordance with the said Dues Deduction Agreement. This Authorization may be revoked in writing by the undersigned at any time after the expiration of one year from the date of its execution, or upon the termination of the said Dues Deduction Agreement, or upon the termination of the Rules and Working Conditions Agreement between the Burlington Northern Railroad Company and United Transportation Union governing employees in year service, whichever occurs sooner.

_____ Signature
_____ Home Address
_____ Railroad Retirement Account No.
_____ UTU Local No. Location
_____ Date

Attachment B

WAGE ASSIGNMENT REVOCATION

UNITED TRANSPORTATION UNION

To:

Burlington Northern Railroad Company.

Effective _____, 19____, I hereby revoke the wage assignment authorization now in effect assigning to the United Transportation Union that part of my wages necessary to pay my monthly dues, initiation fees, assessments and insurance premiums now being withheld pursuant to the Dues Deduction Agreement effective June 1, 1956, between the Burlington Northern Railroad Company and its employees represented by the United Transportation Union, and I hereby cancel the authorization now in effect authorizing the Burlington Northern Railroad Company to deduct such monthly union dues, initiation fees, assessments and insurance premiums from my wages.

_____ Signature
_____ Home Address
_____ Railroad Retirement Account No.
_____ UTU Local No. Location
_____ Date

GENERAL RULE 16: UNION SHOP AGREEMENT

MEMORANDUM OF AGREEMENT between the Burlington Northern Railroad Company, hereinafter called the "Carrier" and the United Transportation Union, hereinafter called the "Organization."

In disposition of all the issues involved in connection with the Union Membership notice served upon the Carrier on March 15, 1951, by the Organization, under Section 6 of the amended Railway Labor Act, it is agreed that:

1. Within sixty (60) days following the first day of compensated service or sixty (60) days following the effective date of this agreement, whichever is later, each employee who is subject to the provisions of the collective agreement between the parties hereto, applicable to Trainmen or Switchmen, effective September 16, 1960, shall as a condition of continued employment, become and remain a member of the Organization.

Provided: That this agreement shall not require such condition of employment in the case of employees to whom Organization membership is not available upon the same terms and conditions as are generally applicable to other members, or in the case of an employee to whom membership has been denied or terminated for any reason other than failure of the employee to pay the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

Provided Further: That any employee who is subject to the provisions of said collective agreements need not become a member of or retain membership in the Organization party hereto if he shall hold or acquire membership in any one of the Railway Labor Organizations, national in scope, organized in accordance with the

Railway Labor Act, and admitting to membership employees of a craft or class engaged in the services or capacities within the jurisdiction of the First Division of the National Railroad Adjustment Board. Any Trainman or Switchman who is employed as such on the effective date of this agreement, who is not a member of a labor Organization, national in scope, organized in accordance with the Railway Labor Act as amended and admitting to membership Trainmen or Switchman, may, at the option of the United Transportation Union, as a condition of continuing his employment, be required to become a member of the Organization party hereto, in conformity with the requirements of Section 1 hereof.

2. Upon receipt of a demand from the Organization party hereto, served in accordance with the requirements of Section 3 of this agreement, that an employee be removed from the Carrier's service for failure to pay the periodic dues, initiation fees or assessments referred to in Section 1 hereof, the Carrier will cause such action to be taken within thirty (30) days from the date of receipt of such demand (if it is not in the interim withdrawn) except in the case of an employee for whom replacement is not available or cannot be made available, in which case the employee referred to in the demand of the Organization may be continued in service until he can be relieved.

Provided:

- (a) No such demand shall be served until thirty (30) days have elapsed after return to the Carrier's service of an employee who has been absent from duty following:
 - (1) A properly approved leave of absence of thirty (30) days or more, or
 - (2) Disability of thirty (30) days or more resulting from sickness or injury.
- (b) No such demand shall be served until thirty (30) days have elapsed subsequent to the return of an employee to service in a class or craft covered by the

collective agreements between the parties hereto who holds seniority therein, from employment in a supervisory or official capacity.

(c) No such demand shall be served at anytime involving an employee whom the Carrier is required by State or Federal statute to retain in its service.

3. The demand for the removal of an employee from the Carrier's service under the provisions of Sections 1 and 2 hereof must be on the form attached hereto as Appendix 1. Such demands must be served upon the highest officer of the Carrier who is designated to handle claims and grievances involving employees represented by the Organization party hereto, and must be signed by that Organization's General Chairman.
4. Rules pertaining to grievances, discipline and investigations shall not be applicable to employees who are dismissed from the Carrier's service under the provisions of this agreement.
5. Neither this agreement nor any provision contained therein shall be used as a basis for time or money claims against the Carrier, nor shall any provision of any other agreement between the parties hereto be relied upon in support of any claim that may arise as a result of the application of this agreement.

APPENDIX 1

Mr. _____

(Title)

(Address)

Demand for Removal of an Employee from the Carrier's Service.

_____ (ORGANIZATION) hereby demands of

_____ (CARRIER) that said Carrier remove

_____ (EMPLOYEE) (Occupation) (Department) (Location)

from its service for failure to become and remain a member of

_____ (ORGANIZATION) in accordance with the provisions

of agreement of _____ (DATE) covering the subject of dismissal

from service for failure to pay periodic dues, etc., and represents and warrants that

membership in _____ (ORGANIZATION) has been, during

the periods of time specified in said agreement, and is now available to said

(EMPLOYEE) upon the same terms and conditions as are generally applicable to any

other members thereof; and represents and warrants that membership of said

_____ (EMPLOYEE) in _____

(ORGANIZATION) has been denied or terminated as of _____ (DATE),

solely for the reason that said named employee has failed and now continues to fail to

tender to said named Organization the periodic dues, initiation fees, and assessments

(not including fines and penalties) uniformly required as a condition of acquiring or

retaining membership in _____ (ORGANIZATION), as

contemplated by the above referred to agreement of _____ (DATE).

Copy to: _____ (Name of Employee involved)

_____ (Street Address)

_____ (City and State)

_____ (ORGANIZATION)

By its

GENERAL RULE #17:
PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES
(Excerpt from 1968 National Agreements as Amended in 1978)

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

(a) Covered Conditions:

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

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

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and 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 irrevocable 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 \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

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

(c) Payment in Case of Accidental Death:

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

(d) Exclusions:

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

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;

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

(e) Offset:

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

(f) Subrogation:

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

The payments provided for above will be made, as above provided, for covered accidents on or after 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,

(Employee or personal representative)

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

Savings Clause

This Article XI supersedes as of September 1, 1968 any agreement providing benefits of a type specified in Paragraph (b) hereof under the conditions specified in Paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may be advising the other party in writing by August 15, 1968, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article XI in lieu of this Article XI.

GENERAL RULE 17: EXPENSES AWAY FROM HOME:

It is mutually agreed that in the application of Article II, Section 1 of the Agreement of June 25, 1964, the following will govern:

1. Lodging will be provided by the railway company at the establishments listed in Attachment "A".

2. The following will meet the standards of "suitable lodging":

Individual room will be provided, to be adequately heated, lighted and air conditioned, with private or connecting standard bath facilities, and a good standard size bed and mattress will be furnished.

NOTE: Exception to this paragraph, including adequate bath and toilet facilities, may be made by mutual agreement of the parties hereto.

NOTE: Open flame heaters are not considered suitable

3. Lodging as provided in this agreement will be made available to the employees qualified therefore the entire period of tie-up.

4. In the event the establishments listed in Attachment "A" hereof do not have sufficient accommodations to handle employees entitled to lodging, a lodging allowance of \$2.50 will be paid to the employees governed by this agreement who qualify under Article II, Section 1 of the June 25, 1964 Agreement.

5. At points other than those listed in Attachment "A" where crews are entitled to lodging under the provisions of Article II, Section 1 of the Agreement of June 25, 1964, a lodging allowance of \$2 or the actual cost incurred for medium priced lodging at such point, whichever is the greater, will be allowed.

6. When an employee is tied up at a point where he is entitled to be furnished lodging or the lodging allowance and he is to be recalled to service or deadhead in less than four (4) hours from the time tied up, he will be notified on arrival that he will be called in less than four (4) hours and therefore, will not qualify for lodging or lodging allowance. If not notified as per the above and he is called in less than four (4) hours, he will be entitled to the lodging or lodging allowance. In the event an employee is notified

- When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1 of this Article II) 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 \$1.50.

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

Amendment from Article XI of National Agreement Dated January 27, 1972.

Section 1 Effective on the date of this Agreement, 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:

- (a) 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.
- (b) 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.

Section 2 Effective January 1, 1972 the meal allowance provided for in Article II, Section 2 of the June 25, 1964 national Agreement is increased from \$1.50 to \$2.00, and an additional \$2.00 meal allowance will be provided after being held an additional 8 hours.

Agreement of July 7, 1982

Section 1 - Except as otherwise provided herein, conductors and brakemen in all classes of road freight service will be allowed a reasonable length of time for eating at intermediate stations where eating facilities are available within walking distance between the limits of the third and fifth working hours. In each such case, they will make advance arrangements with the train dispatcher.

Section 2 - When conditions do not permit allowing time for eating, trainmen will receive a meal allowance of \$2.75 which shall be paid on the same basis and in addition thereto as the away-from-home meal allowance provided for in Article VI of the August 25, 1978 National Agreement. The meal allowance of \$2.75 herein referred to is not subject to future wage increases or cost-of-living adjustments.

Section 3 - All rules, agreements or practices not in conformity are amended and superseded by the provisions contained herein.

GENERAL RULE 19: MILITARY LEAVES OF ABSENCE

IT IS MUTUALLY AGREED THAT:

In consideration of the second paragraph of the Agreement dated March 6, 1941, reading:

"Should Public Resolution No. 96 or the Selective Training Training and Service Act of 1940 referred to above, be revised, supplemented, or amended in any manner or additional laws at variance with the terms of this agreement be enacted, such revisions, supplements, amendments, or additional laws will take precedence over this agreement to the extent that they may be in conflict therewith. Information concerning leave of absence granted and return to service of the Company will be furnished the General Chairman at thirty (30) days intervals."

It is recognized that the provisions relating to leaves of absence have been amended by the Selective Service Act of 1948, approved June 24, 1948, and the Universal Military Training and Service Act, approved June 19, 1951, and are accepted as

supplement to the current Agreement. The foregoing shall not apply to employees entering the Merchant Marine.

It is further agreed, subject to the provisions of Article 21 of the current agreements covering rates of pay, rules and working conditions governing Conductors and Brakemen employed by Carrier, that Brakemen who enter military service before being eligible for promotion to Conductor will, upon re-entering the Company's service, be afforded an opportunity to qualify as Conductor under the following conditions:

(a) Upon written request, made as of the date on which he is returned to compensated service, he shall be granted not more than six (6) months from said date to prepare himself for examination to determine his qualifications for promotion to Conductor.

(b) Upon successfully passing said promotion examination, applicant will be given a date as Conductor ahead of junior Brakemen who were promoted during his absence in military service.

(c) In the event no Brakemen Junior to the returning veteran have been promoted during his absence, but before six (6) months have elapsed after his return to compensated service there is need for additional Conductors, the veteran may request in writing deferment of examination for not to exceed the six months' period provided in paragraph (a) above, and upon successfully passing the examination, will be given a Conductor date in the same relative standing as a Brakeman as obtained at the time of his request for deferment of the examination. It is intended that each returning Brakeman may have a period of six (6) month, beginning with the date of reporting for compensated service after returning from military leave, if he so desires, in which to

qualify for examination for promotion, and upon passing such examination, he shall suffer no loss of seniority standing by reason of the deferred examination.

This supplemental agreement shall become effective as of September 1, 1952, and shall run concurrently with Agreement dated March 6, 1941.

(Signatures Not Reproduced)

GENERAL RULE 20: UPDATING THE AGREEMENT

At reasonable and convenient times, the Carrier and the Organization will confer for the purpose of determining which additional agreements, memorandums of agreement and understandings should be included within the printed agreement. Such subject matter will be printed and additional pages necessary will be furnished by the Carrier.

RULE 21. REPRESENTATION

Section 1 Disputes growing out of the interpretation or application of agreements or practices concerning wages, rules, or working conditions between the parties hereto, may be handled only by one or more duly accredited representative, first with the immediate supervisory officer and, if not satisfactorily settled, may be appealed by the representative in the order of succession up to and including the highest official designated by the Management to whom appeals may be made.

Section 2 Where the term "duly accredited representative" appears in this agreement, it shall be understood to mean the regularly constituted committee and/or the officers of the United Transportation Union, of which the committee or officer is a part.

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ROAD SERVICE

ARTICLE 1.

KEEPING TIME.

All trips will be credited to the day on which they begin.

ARTICLE 2.

RATES OF PAY.

Section 1. Basic rates of pay, subject to cost-of-living adjustments of the October 31, 1985 National Agreement, in passenger and freight service will be preserved and updated. Rate sheets will be furnished the General Chairman of the UTU (C&T) each time such rates are changed as a result of national or local wage settlements.

CAR INCREMENT RATES

FREIGHT SERVICE

(National Agreement of May 11, 1955, as amended)

Basis of Pay

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

Amounts to be added to basic daily road freight rates:

Less than 81 cars	\$.35
81 to 105 cars	1.00
106 to 125 cars	1.40
126 to 145 cars	1.65
146 to 165 cars	1.75
166 cars and over	Add 20¢ for each additional block of 20 cars or portion thereof

Section 2. Duplicate time Payments

(Excerpt from October 31, 1985 National Agreement)

(a) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not

apply to employees whose seniority in train or engine service is established after October 31, 1985.

(b) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not eliminated by the October 31, 1985 National Agreement shall not be subject to general, cost-of-living or other forms of wage increases.

Section 3. Rate Progression - New Hires

(Excerpt from October 31, 1985 National Agreement)

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in train or engine service is established after October 31, 1985 will be 75 percent of the rate for present employees and will increase in increments of five percentage points for each year of active service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

ARTICLE 3.

PASSENGER SERVICE

(Not Reproduced)

ARTICLE 4.

LOCAL FREIGHT SERVICE

Section 1. Rates of Pay

Local freight rates will apply for local freight Trainmen.

Section 2. Mixed Runs

Trainmen on mixed runs will receive local freight rates.

Section 3. Through freight crews handling trains under order to do local work will receive local rates.

Section 4. Engineers, firemen, conductors and brakemen in road service required to perform any of the following service between terminals or at terminals where no regular yard engine service whatever is employed, on any trip or tour of duty, will be paid the prevailing local freight differential (see Article IV, Section 3 of the October 31, 1985 National Agreement):

1. Performing station switching:
 - (a) At two or more stations; or
 - (b) Making three or more spots of cars at warehouses or industries at one or more stations.

Station switching is defined as switching car or cars from one track to another track or moving car or cars from one location to another location on the same track when such car or cars are already at the station and are not moved to or from the station by the crew doing the station switching.

In the count of spots in item 1(b) hereof, cars coupled and handled in the same movement will be counted as one spot.

Conductor will be provided with switch list or other definite instructions to cover station switching.

Exceptions: Following service will not be subject to these provisions and will not be paid the prevailing local freight differential.

1. Picking up or setting out or spotting of cars moved to or from station by crew in connection with its own train.
2. Replacement or respotting of cars disturbed by picking up or setting out cars or disturbed in station switching.
3. Setting out of car with hot box or bad order cars will not be counted as a set out.

ARTICLE 5.

WORK TRAIN SERVICE

Section 1. Rates of pay for work train trainmen will apply.

Section 2. Work train service of seven days or over duration will have a crew assigned, same to be bulletined five days, and the oldest trainmen applying will be assigned.

Section 3. Work train service of less than seven days will be handled by through freight crews.

Section 4. Work train service is not subject to Article 32, Section 1, or Article 35, and may be tied up between terminals at any time and paid under the provisions of Article 7.

Section 5. Trainmen in through freight service called for and engaged in bona fide wrecking service, in the matter of tie-up, will be treated the same as if they were in through freight service, for the first day; thereafter the tie-up will be the same as in work train service.

ARTICLE 6

THROUGH FREIGHT SERVICE

Section 1. Crews not assigned to passenger, local freight, mixed or work train service will be designated as through freight crews.

Section 2. (a) Through freight crews will run first in, first out, from any point where two or more through freight crews are tied up. The time of arrival of a crew at the terminal will determine the crews turn with relation to other pool freight crews in that pool. If through freight crews are run around by other freight crews at a terminal or point where two or more through freight crews are tied up, the crew losing their turn will receive pay for one hundred miles and placed at the foot of the list of crews then at terminal; this not to conflict with the Federal law regarding hours of service.

(b) Crews working or deadheading in the same direction will depart terminal in the order called. If necessary, crews will be exchanged to accomplish this.

(c) Crews working or deadheading in opposite directions will depart terminal without regard to order called and need not be exchanged.

Section 3. When it is necessary to double a crew out of an away-from-home terminal to protect business, if two crews are available the one with six hours or more time available will be the one to be first used; if neither crew has six hours or more time

available, the crew with the longest period of time available will be used; no runaround payment will be due a crew not used under the circumstances herein described.

Section 4. (a) A pool freight crew run around en route after departing from the terminal will take the same position at their final terminal that they held at the initial terminal at the time ordered, providing they have enough time under the Hours of Service Law for the return trip.

(b) If a pool freight crew thus run around does not have sufficient time to make the return trip when a pool freight crew is needed, they will stand first out as soon as their rest is up.

- i. When one crew who is called by means other than rail runs around a crew working, they will be placed in the same relative order at the final terminal that they held when called at the initial terminal.
- ii. A pool freight crew not having sufficient time for the return trip and is held for rest at the away-from-home terminal will, upon arriving back to the home terminal, be placed in the same position they held when ordered at the home terminal.
- iii. If this pool freight crew has not received their legal rest before they stand to be ordered out of the home terminal, they will, after receiving legal rest, be placed first out, and in either event this will end the cycle.

(c) In the event a crew is run around en route as referred to in paragraph (1) above, it will be the obligation of the conductor to make notation of run around on the register upon arrival so that they may be placed in proper turn in accordance with this Agreement.

(d) It is understood the carrier will not be penalized for failure under this Agreement to restore crews to their former position held when required register notation is not made.

Section 5. As near as possible the number of through freight crews on all divisions will be kept down to correspond with the volume of business, so that men may make not less than 100 miles each day in the month. If additional through freight crews are added to a through freight district pool, they will be placed on the through freight board at 10:00 a.m. behind all through freight crews that have previously arrived at the home terminal. In the event a crew is needed, and there are no fully rested crews in the pool, carrier may use new additional crew or crews around the other crews without incurring any runaround penalties.

ARTICLE 7.

BASIC DAY AND OVERTIME - ROAD SERVICE.

Section 1. (a) In all road service, except through passenger and through freight service, 100 miles or less, eight hours or less (straightaway or turn-around) shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided.

(b) On runs of 100 miles or less overtime will begin at the expiration of eight hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12-1/2. Overtime shall be paid on the minute basis, at a rate per hour of three-sixteenths of the daily rate.

Section 2. Miles in Basic Day and Overtime Divisor

(Excerpt from October 31, 1985 national Agreement)

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

Effective Date of Change	<u>Through Freight Service</u>		<u>Through Passenger Service</u>	
	Miles in Basic Day	Overtime Divisor	Miles in Basic Day	Overtime Divisor
November 1, 1985	102	12.75	153	20.4
July 1, 1986	104	13.0	156	20.8
July 1, 1987	106	13.25	159	21.2
June 30, 1988	108	13.5	162	21.6

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

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

Section 3. More Than One Class of Road Service Rule

Road employees (engineers, firemen and helpers, conductors and trainmen) employed in any class of road service may be required to perform two or more classes of road service in a day or trip subject to the following terms and conditions:

(a) Payment

- i. Except as qualified by (a)ii below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day will be paid for the combined service.
- ii. Road employees (engineers, firemen and helpers, conductors and trainmen) in through freight and passenger service only shall receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis for all additional time required in the other class of road service. The rate paid both for the regular trip and for the additional time shall be the highest rate applicable to any class of service performed during the entire day or trip. Overtime rate shall apply to the extra compensation only to the extent that the additional service results in overtime for the entire day or trip or adds to overtime otherwise payable for hours required for the regular trip.

(b) This rule applies to:

- i. Unassigned and/or assigned road service.
- ii. Another class of road service regardless of when notified, whether at time called, at the outset of or during the tour of duty.
- iii. Passenger service except that helper or pusher service not part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

(c) This rule does not involve the combining of road with yard service nor modify or set aside:

- i. Lap-back or side trip rules except when a combination of service includes work, wreck, helper or pusher service, and such movements are made in the performance of work, wreck, helper or pusher service.
- ii. Conversion rules.
- iii. Terminal switching and/or special terminal allowance rules.

Section 4. Trainmen shall receive pay for switching, loading or unloading stock, icing cars at initial terminal in excess of the mileage made on the trip, should the time consumed be 30 minutes or more (* * *). Crews working 30 minutes under this rule will be allowed one hour; one hour and 30 minutes, two hours and so on. Payments accruing under this section will be paid for at one-eighth of the daily rate (Pursuant to Article 2, Section 2, hereof).

Section 5. Initial Terminal Delay-Freight Service

(a) Initial terminal delay shall be paid on a minute basis to trainmen in freight service for all time in excess of 75 minutes computed from the time of reporting for duty up to the time the train leaves the terminal at one-eighth (1/8th) of the basic daily rate (pursuant to Article 1, Section 2 hereof), in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

NOTE: The phrase "train leaves the terminal" means when the train actually starts on its road trip from the yard track where the train is first made-up.

This rule will not apply to pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher (district runs), or to local freight or mixed service where switching is performed at initial terminal in accordance with the schedule rules.

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

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.4 minutes (or by dividing 60 by the current overtime division) the period of 75 minutes after which initial terminal delay payment begins.

(b) When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

(c) When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

Section 6. Final Terminal Delay, Freight Service

(Excerpt from October 31, 1985 National Agreement)

(a) Computation of time - in freight service all time, in excess of 60 minutes, computed from the time engine reaches switch, or signal governing same, used in entering final terminal yard where train is to be left or yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided, that if a train is deliberately delayed between the last siding or station and such switch or signal, the time held at such point will be added to any time calculated as final terminal delay.

(b) Extension of time - Where mileage is allowed between the point where final terminal delay time begins and the point where finally relieved, each mile so allowed will extend the 60 minute period after which final terminal delay payment begins by the number of minutes equal to 60 divided by the applicable overtime divisor ($60/12.5 = 4.8$; $60/12.75 = 4.7$; $60/13 = 4.6$; $60/13.25 = 4.5$; $60/13.5 = 4.4$, etc.).

(c) Payment computation - All final terminal delay, computed as provided for in this Article, shall be paid for, on the minute basis, at one-eighth (1/8th) of the basic daily rate in effect as of October 31, 1985, according to class of service and engine used, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this Article. The rate of pay for final terminal delay allowance shall not be subject to increases of any kind.

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

NOTE: The phrase "relieved from duty" as used in this Article includes time required to make inspection, complete all necessary reports and/or register off duty.

(d) Multiple trips - When a tour of duty is composed of a series of trips, final terminal delay will be computed on only the last trip of the tour of duty.

(e) Exceptions - This Article shall not apply to pusher, helper, mine run, shifter, roustabout, transfer, belt line, work, wreck, construction, road switcher or district run service. This Article shall not apply to circus train service where special rates or allowances are paid for such service.

NOTE: The question as to what particular service is covered by the designations used in paragraph (e) shall be determined in accordance with the rules and practices in effect.

(f) Local freight service - In local freight service, time consumed in switching at final terminal shall not be included in the computation of final terminal delay time.

Section 7. Work at Final Terminal-Freight Service

(a) Crews working 30 minutes or more after arrival at final terminal points will be allowed one hour. When working one hour and 30 minutes, two hours will be allowed and so on. Payments accruing under this section before road overtime commences will be paid for at pro rata or one-eighth of the daily rate (Pursuant to Article 2, Section 2 hereof), thereafter at three-sixteenths of the daily rate (* * *).

NOTE: This section ?

(a) Does not apply to Wichita Falls-Stamford Subdivision.

- (b) Setting out of entire train by inbound crews within yard limits of final terminal and the handling of caboose only to yard tie-up track will not constitute yard switching.

Section 8. (a) Terminal switching will be paid for on freight runs at the initial terminal; this time to be computed on the minute basis separate from any other overtime made. Upon arrival at Stamford, when crews are required to do any switching, except disposing of their train, they will be paid for same on the minute basis as at initial terminal. (It is understood that disposing of their train will cover putting the train in on the sidetrack, placing of livestock at pens when they have such, and merchandise at the house, but not the general distribution of dead freight, weighing of cars or other station switching. (* * *)

(b) Payments under this rule at initial terminal shall be at pro rata rates.

NOTE: This section 8 applies only to Wichita Falls-Stamford Subdivision.

ARTICLE 8.

DEFINING A TRIP.

Section 1. A crew is understood to have reached the terminal of any trip on any division or district when they reach the division or district terminal, at which the crews of trains are usually changed, or of the train of which the trip is made and having done so, and they proceed further with the same train or sent out again on another trip or train, they are in either case understood to have begun another trip; except as provided in Sections 2 and 3 of this Article.

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

Section 3. Short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return, on account of engine failure, running for fuel or water, running for wreck car or carmen, or on account of a derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

Section 4. Freight engineers, firemen, conductors and brakemen after making two turns out of the away-from-home terminal will not be required to make another turn, except in case of wrecks, derailments, washouts, fires or other obstructions of track.

For example: where there are only two crews at the distant terminal, one of which has made two turns, the turns of these two crews may be reversed to provide through movement to home terminal for the crew that has turned twice. Where there are three or more crews at the distant terminal the turns of any crews that have made two turns may be reversed to provide through movement to home terminal for such crews.

For pool freight crews operating on the South Plains Line or Denver Northern, the following will apply:

A crew called at Childress in their turn to make a "South Plains" or "Northern" trip may be used to go to any point from Childress, such as Sterley or Plainview, and return,

and that would be one round trip. The round trip, however, to count as such does not necessarily have to be out of Childress. If the crew is furnished an objective terminal, such as Sterley, and makes two round trips out of Sterley, returning to Sterley, the crew is then due to be sent back to Amarillo. In such case, a trip Childress to Sterley would not count as a round trip because it would not be a part of one but a straightaway move, but round trips may thereafter be made after Sterley has been established as an objective terminal and two such trips will count.

For example:

(a) A trip Childress to Sterley and return to Childress, not tying up, is one turnaround trip.

(b) A trip Childress to Sterley or Plainview or any other objective terminal, tying up and returning to Childress, is one turnaround trip.

(c) A trip Childress to Plainview and back to Sterley to tie up and Sterley to Plainview and back to Childress is two turnaround trips.

(d) A trip with Sterley as the objective terminal to Silverton and return to Sterley and another trip to Lockney and return to Sterley is two turnaround trips.

(e) A crew having completed two turnaround trips from an objective terminal, as contemplated by Example (d), and due to return to Amarillo, the home terminal may be routed back by way of Childress without violating the foregoing requirement that only two turnaround trips may be exacted before returning to home terminal.

Section 5. When necessary to run a crew out of turn to comply with this rule, those crews runaround will not be entitled to pay therefor.

Section 6. This Article shall not be construed to conflict with Article 7, Section 1 of this Agreement.

ARTICLE 9

CIRCUS TRAINS

Section 1. Crews handling circus trains will be allowed 150 miles for each move, and will not be required to do any other work that does not pertain to these trains while assigned to such service. Overtime after 12 hours (150 miles on 12-1/2-mile basis) at three-sixteenths of daily rate.

Section 2. When crews handling circus trains are held over Sunday at any point, they will be paid for Sunday or time counted as one move, or if necessary to utilize their services for other work on Sundays, they will be paid the same rate as provided for above; provided, mileage does not exceed 150 miles, and in such case they will be paid the extra mileage in addition. Sections 1 and 2 of this Article do not apply to straightaway moves made over any full freight division; on such moves through freight rate to apply.

Section 3. When crews are released from circus train between division terminals, they will be allowed actual mileage to division terminals, or paid the regular rates in whatever service placed.

ARTICLE 10.

ASSIGNED RUNS.

Section 1. Crews on assigned runs will not have their pay reduced if not used on National holidays or other days they are idle through no fault of their own, except when

trains are annulled on account of serious accidents, washouts or other circumstances making it impossible to operate trains.

Section 2. Crews on assigned runs required to make extra runs will be paid for same as rates of pay covering the class of service performed.

NOTE: See Appendix A for Childress-Lubbock local agreement.

ARTICLE 11.

DOUBLING AND RUNNING FOR FUEL AND WATER.

Section 1. When trainmen are required to double hills, run for water or fuel, actual mileage will be allowed and added to mileage of trip before computing road overtime.

Section 2. When engine of one train is cut off to assist another train to avoid doubling, the helping crew will receive compensation as per this Article.

ARTICLE 12.

PILOTS.

Pilots will be sent with all light engines and with all trains of which the crew is not acquainted with the physical condition of the road. When pilots are sent with engines or trains over any part of the road, a conductor will be sent. In the event a conductor is not available, a brakeman will be sent at conductor's pay. Pilots will receive through freight rates.

ARTICLE 13.

TRAINMEN CALLED AND RELEASED--HOW PAID.

Section 1. In case trainmen are called and released without performing service, they will be paid not less than a minimum of four hours and stand first out. If held more than four hours they will be paid not less than a minimum day and stand last out.

Section 2. In case trainmen are called and perform service and are then released, they will be paid not less than a minimum day and stand last out.

Section 3. In case the call is cancelled before trainman leaves his home or lodging facility between the hours of 6:00 a.m. and 10:00 p.m., the compensation will be two hours and stand first out.

ARTICLE 14.

RUNNING CREWS OFF HOME DISTRICTS.

Section 1. Crews will not be run off home districts except in cases of wrecks, washouts, snow blockades, fires and to handle passenger, stock and perishable trains, and not then when possible to avoid it, and when used off their home districts they will stand first out at the completion of that day or trip, and be returned to their home districts, except crews on work trains and pile drivers required to move from one division to another on which it would be detrimental to the interest of the Company to change these crews, they will retain their rights on the division from which they were originally selected.

Section 2. In case the crews are disbanded or trainmen changed, they will be returned to the division from which they were originally taken and vacancies on these trains will be filled by trainmen on the division on which they occur.

Section 3. When instructed to go on foreign roads, this contract will apply as regards pay.

NOTE: This Article 14 does not apply to Wichita Falls-Stamford Subdivision.

ARTICLE 15.

FREIGHT TRAINMEN HANDLING PASSENGER TRAINS.

(a) Extra passenger trains (with or without revenue freight shipments) such as those transporting troops, show troupes, Chamber of Commerce representatives and football trains, or extra sections of regular scheduled passenger trains (except when manned by employees regularly assigned thereto) will be operated by pool through freight train crews in their turn on first-in first-out basis. Through freight rules and rates of pay will apply, with certain specific exceptions herein covered.

(b) It is recognized that there will be an occasional extra passenger train for which it is necessary to select the employees, irrespective of this agreement, in which event the selection will be by conference between the Local Chairmen representing the employees and the superintendent of the Railway Company; this with the further provision that such selection will be from regular employees in the through freight pool. When employees are so selected for extra passenger service the passenger rules and rates of pay will apply except that such employees will be paid not less than they would have been paid had they not been withdrawn from their regular turn in the through freight pool for such extra passenger service, and further, on the condition that when the train consists of six or more cars the trail crew will include two brakemen.

ARTICLE 16.

CALLING CREWS.

Trainmen will be called one hour thirty minutes, as near as practicable, before time ordered to go on duty by caller, at which time they will be advised the time ordered to go on duty and for what train they are called to protect.

ARTICLE 17.

BEGINNING AND ENDING OF DAY.

In all classes of service other than passenger, trainmen's time will commence at the time they are required to report for duty and shall continue until the time they are relieved from duty. All advance-call time rules are superseded, and the management may designate the time for reporting for duty.

ARTICLE 18.

DOUBLEHEADING.

(a) With trains of over 40 cars, exclusive of cabooses, doubleheading is prohibited, except as hereinafter stated:

(b) Doubleheaders may be run on any district provided the rating of largest engine handling the train is not exceeded.

(c) In case of an accident to an engine, consolidation may be effected with another train and consolidated train brought into terminal as a doubleheader, if practicable.

(d) It is recognized that the exigencies of the business may require additional helper service to that provided for, in which event the matter shall be settled by negotiation between the management and the committees, and provisions for pusher

or helper service may be made by the management and committees for pusher or helper engines on any district to maintain the tonnage intact over grades.

ARTICLE 19.

TRAINMEN ATTENDING COURT.

Trainmen attending court for the Company will receive the same rates of pay that they would have been entitled to had they remained on their run. Extra men when taken from the board for the above cause, will be allowed the regular rates for the class of service they belong in. In addition to the above, they will be allowed their legitimate expenses when away from home, and in event their crew does not make any time, they will receive pay for each day according to the class of service engaged in.

ARTICLE 20.

DEADHEADING.

Section 1. (a) Trainmen required to deadhead will be paid pursuant to the National Agreement of October 31, 1985.

(b) Deadheading will not be paid to trainmen who exercise their seniority. All other deadheading will be paid for.

NOTE NO. 1: When a trainman is displaced through no fault of his own, he will be allowed deadhead pay from the point where released to the point where he takes service.

NOTE NO. 2: When a new assignment is established at an away-from-home terminal point, the first crew sent will receive deadhead pay.

(c) Men on runs that terminate at a terminal where extra board is maintained will be required to lay off at such terminal.

(d) When crews are deadheaded, first crew will deadhead, second crew will run the train. Deadhead crews will take their turn in which they arrive at terminal. Conductors will register crews as arriving in turn in which they stood at starting terminal. Crew picked up on line will stand first out ahead of crews deadheading.

(e) Trainman deadheading will register by telephone or otherwise promptly upon arrival at point to which deadheaded.

(f) When it is necessary to call more than one extra brakeman to deadhead on the same train for service, the employee first out will have first choice of vacancy to be filled; employee second out will have second choice, and so on.

(g) When two crews are called to deadhead on the same train or highway vehicle for service, the crew first out will have first choice of the service. Such choice of service will be made by the first out conductor prior to leaving the initial terminal, otherwise the crews will perform the service as called.

(h) Crews working first-in, first-out:

1. Crews working or deadheading in the same direction will depart terminal in the order called. If necessary, crews will be exchanged to accomplish this.
2. Crews working or deadheading in opposite directions will depart terminal without regard to order called and need not be exchanged.

Section 2. Payment When Deadheading and Service Are Combined

(Excerpt from the October 31, 1985 National Agreement)

(a) Deadheading and service may be combined in any manner that traffic conditions require, and when so combined employees shall be paid actual miles or hours on a continuous time basis, with not less than a minimum day, for the combined service and deadheading. However, when deadheading from the away-from-home terminal to the home terminal is combined with a service trip from such home terminal to such away-from-home terminal and the distance between the two terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at the full basic daily rate.

(b) Employees deadheading into their home terminal can have their deadhead combined with service out of that terminal only when the deadhead and service comes within the provisions of short turnaround service rules.

Section 3. Payment for Deadheading Separate From Service

(Excerpt from the October 31, 1985 National Agreement)

When deadheading is paid for separate and apart from service:

(a) For Present Employees* - A minimum day, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed for the deadheading, unless actual time consumed is greater, in which event the latter amount shall be allowed.

(b) For New Employees** - Compensation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to other than the employee's home terminal does not begin within 16 hours after completion of deadhead, a

minimum of a basic day at such rate will be paid. If deadheading from service at other than the employee's home terminal does not commence within 16 hours of completion of service, a minimum of a basic day at such rate will be paid.

A minimum of a basic day also will be allowed where two separate deadhead trips, the second of which is out of other than the home terminal, are made with no intervening service performed. Non-service payments such as held-away-from-home terminal allowance will count toward the minimum of a basic day provided in this Section 3(b).

*Employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement (October 31, 1985).

**Employees whose earliest seniority date in a craft covered by this Agreement is established after the date of this Agreement (October 31, 1985).

Section 4. Application

(Excerpt from the October 31, 1985 National Agreement)

Deadheading will not be paid where not paid under existing rules.

Section 5. Former FW&D Application

(a) An employee ordered to deadhead by bus, will be furnished a bus ticket to ride the bus, or if he uses his own automobile, will be allowed the amount of the bus ticket between the stations deadheaded. This will apply to each man deadheaded even though they deadhead in one automobile.

(b) When an employee is authorized to use his own automobile due to the fact that no other means of transportation is available, he shall be allowed car

mileage allowance consistent with company policy for normal travel route miles between the stations involved. It is understood that an employee will not be required to use his personal automobile.

(c) Where an employee is required to exercise his seniority at an outside point, or while at an outside point is displaced, he will also be subject to the allowances referred to above.

(d) Employees may be deadheaded sufficiently in advance out of the home terminal to arrive at the point deadheaded to in time for them to obtain their legal rest as prescribed by the Hours of Service Law prior to the time they will be needed for service at that point. Employees so deadheaded will be furnished suitable lodging at the point deadheaded to in order to obtain their rest if tied up for four (4) hours or more. They will be allowed the current meal allowance for this period of rest and in the event they are not brought on duty at the expiration of twelve (12) hours from their arrival at the point deadheaded to, they will be allowed pay at the pro rata rate, on a minute basis, of the job or assignment deadheaded to protect up to the time required to report for duty. They will be deadheaded on the first available train or bus out of the away-from-home terminal when returning to the home terminal after release.

(e) When an employee is required to leave the home terminal of his assignment to go to another station by direction of the company to be examined by a doctor, he will be subject to the allowance referred to above.

(f) This understanding does not preclude the carrier from providing other means of transportation.

ARTICLE 21.

PROMOTION.

Section 1. (a) Two days before each promotion class, the candidates in the class will be required to attend instruction classes on the duties of conductors and instructions on the General Code of Operating Rules.

(b) The candidates for promotion will prepare themselves for promotion and attend the instruction classes and the promotion class, and if they successfully pass the examination for promotion, each candidate will be allowed three (3) days' pay at brakeman rate. Failure to pass the examination will disqualify the unsuccessful candidate for any payment.

Section 2. Brakemen-Yardmen hired on or before January 16, 1985, in accordance with their seniority as brakemen-yardmen will be governed by the following:

(a) When a class of brakemen-yardmen is notified of examinations for promotion to conductor the most senior brakemen-yardmen who have not previously declined promotion or are otherwise ineligible for promotion and have in excess of one (1) or more years in train and/or yard service will be notified 30 days in advance of the date the promotion class is to begin and offered an opportunity to take the examination.

(b) If a brakeman-yardman does not desire to be promoted to conductor, upon being notified he will so advise the Carrier in writing and thereafter will not be considered eligible for promotion. Not appearing for examination after being properly notified, without good and sufficient reason, will also be considered as a waiver of promotion, and such brakeman-yardman will no longer be considered for a promotion.

(c) A brakeman-yardman who fails a conductor's examination will be notified of his failure and will be called up with the next class for promotion and if he passes that examination will be given a conductor's seniority date with the class in which

he passed the examination in accordance with his brakemen-yardmen seniority. If he again fails or does not complete the second examination he shall be given another opportunity under the same conditions set forth above, but in the event the third examination is failed, he will no longer be considered eligible for promotion.

(d) A brakeman-yardman who is unavailable to take the examination for promotion to conductor, for a reason such as; on vacation, illness, injured or because of a death in his immediate family, will be allowed the opportunity to take the examination at a later time. If he passes the examination, he will be given a seniority date as conductor in the same relative standing as he would have had if he had been available to take the examination when originally scheduled. If he should fail the examination, he will then be subject to the same procedures described in paragraph (c) relating to second and third examinations.

(e) After all present employees on any seniority district have been given their existing promotional rights and opportunity, a notice will be issued informing all those present employees of that fact. Any of them that are brakeman-fixtures (because of failing or refusing promotion) will be given one last opportunity to pass the promotion requirement, if they make written request within 60 days after the issuance of that notice. If they make such a request and then pass (satisfy) the promotional requirements, they shall be accorded a conductor's seniority date at the bottom of the list of present employees.

Section 3. Those brakemen-yardmen who are members of the same promotion class and who successfully pass the examination for promotion to conductor will be issued certificates of promotion all dated with the same date on which the last man successfully passed the examination. They will all receive the same seniority dates as

conductors as evidenced by the certificate of promotion, in the same relative ranking they hold as brakemen-yardmen.

(The above is recognition that junior men in the class may be examined before senior men have had the opportunity for examination.)

Section 4. (a) Trainmen/Yardmen employed after January 16, 1985 must accept promotion to Conductor when offered, after having completed two (2) years of actual service from their original seniority date. The offer of promotion will be made prior to completing three (3) years' actual service from original seniority date. Trainmen/yardmen refusing to accept promotion will be considered out of service and will forfeit all seniority.

(b) Trainmen/Yardmen who fail such examination will be given an opportunity to take a second examination by making request within ninety days of having failed the first examination. During the second examination, the employee may be accompanied by the Local Chairman or a fellow employee, provided the fellow is a qualified conductor. Failing to pass the second examination, the employee will be given a third examination within ninety days from notification of failing to pass the second examination. The third examination will be given by a Company Officer other than the officer who examined the employee in the first two examinations and the employee may be accompanied by the General Chairman or his designee. Passing the examination on either the second or third opportunity; the employee will retain his seniority rank as conductor in the same position as if he had passed the examination when first given. Failure to pass the third promotional examination will result in his removal from service, forfeiting all seniority.

(Text of Agreement dated November 18, 1987)

Section 5. (a) Trainmen who established seniority prior to November 1, 1985, will be governed by the provisions of existing rules applicable to the territory in which they hold their seniority with respect to promotion to conductor and will not be required to accept promotion to engine service.

(b) Trainmen who establish seniority on or after November 1, 1985, including those firemen and hostlers who establish trainmen/yardmen seniority pursuant to Article XIII, Section 2, of the UTU National Agreement dated October 31, 1985, and Implementing Agreements between the parties, must accept promotion to conductor in proper turn.

(c) Trainmen/yardmen who establish seniority on or after November 1, 1985, (except for those engine service employees who establish trainmen/yardmen seniority pursuant to Article XIII, Section 2, of the UTU National Agreement dated October 31, 1985) will be selected for engineer service in accordance with Section 3 of Article XIII of the UTU National Agreement dated October 31, 1985. However, if a sufficient number of trainmen/yardmen (including those promoted to conductor) do not make application for engine service to meet the Carrier's needs, such needs will be met by requiring trainmen/yardmen (including promoted conductors) who establish seniority on or after November 1, 1985, to take engine assignments in reverse seniority order or forfeit seniority in train and yard service.

(d) If the Carrier's needs for engine service employees are not met during a period when there are not sufficient trainmen/yardmen (including promoted conductors) in service with a seniority date on or after November 1, 1985, who must accept promotion to engine service or forfeit seniority in train and yard service, the Carrier may hire qualified engineers or train others for engine service. Transfer of

engine service employees from one seniority district to another will not be violative of this Agreement.

(e) Trainmen/yardmen who establish seniority on or after November 1, 1985, (except firemen and hostlers establishing seniority as trainmen/yardmen, under Article XIII, Section 2, and required Implementing Agreements) who must accept promotion to conductor in proper turn will be governed by Section 4, above.

(f) An employee who establishes seniority both as a conductor and engineer will be required to work as an engineer if he stands for service as an engineer in preference to working as a conductor.

ARTICLE 22.

REDUCTION OF FORCE.

Section 1. When it becomes necessary to reduce the number of crews, or cut the extra board, the reduction will be made commencing with junior men. Conductors suspended temporarily under this rule will retain their rights as a conductor and be used as a brakeman according to their seniority. In the event conductor has not served as brakeman, his seniority as brakeman will date from time entering service as conductor.

Section 2. Trainmen laid off account reduction in force desiring to retain their established seniority rights will file their name and address, and any changes of address, with the superintendent or designated employing officer, and the local chairman (receipt of which will be acknowledged).

Section 3. Failure to file address in writing at the time laid off, or to furnish changes of address, or failure to report for duty when recalled for service, within fifteen (15) days from date notified (by mail or telegraph sent to the address last given), or

failure to give satisfactory reason for not doing so, or failure to pass the required examinations, will constitute forfeiture of all seniority rights. If a trainman laid off in reduction of force complies with the above provisions and the operating rules relating to personal conduct his seniority will be cumulative during the period of his absence.

ARTICLE 23.

TRANSPORTATION.

When Trainmen are moved at the request of the Company, they shall be furnished free transportation for their families and household goods to their new place of residence.

ARTICLE 24.

TRAINMEN RETAINING THEIR RIGHTS.

Any employee covered by this agreement accepting an official position in the service of Burlington Northern, or being employed exclusively by the United Transportation Union, will retain his seniority rights of his division.

ARTICLE 25.

LEAVE OF ABSENCE.

Any trainman leaving the service of the Company of his own accord will not be reinstated. Leave of absence will not be granted for more than ninety days, unless by agreement.

ARTICLE 26.

VACANT RUNS.

[Subject to the provisions of General Rules 1 and 2]

Section 1. Choice of runs will be governed by seniority, subject to prior rights.

Section 2. A permanent vacancy is one to which no regular trainman is assigned, except that any run temporarily vacant continuously for a period of more than ten days shall become a permanent vacancy and be advertised in accordance with Section 3. All other vacancies shall be known as temporary vacancies. A trainman absent for a period of over ten days and displaced from his run under this section will upon return to the service be permitted to displace any junior trainman on any run having been advertised during his absence.

Section 3. Establishment of new assigned or unassigned runs or permanent vacancies in existing assigned runs or unassigned runs shall be advertised for a period of five days and the senior employee bidding who holds seniority as a trainman shall be assigned; in event there are no bids received, the junior trainman (demoted or extra conductor for conductors vacancies) shall be assigned.

Section 4. All assigned or unassigned runs known to be vacant for a period of ten days or more, and all vacancies in assigned or unassigned runs that grow into a ten days-or-more vacancy shall be advertised as permanent vacancies for a period of five days and filled in accordance with Section 3 above.

Section 5. Bulletins covering vacancies will be posted in all bulletin books sufficiently in advance so that bids may be closed by the time runs are open for assignment or vacancy occurs, provided it is possible to do so; when not possible, bulletins shall be posted immediately upon runs being open for assignment or vacancy occurs. The advertisements will be closed at 10:00 a.m. on the expiration date of the

advertisement and assignment will be made by 2:00 p.m. on date advertisement expires. All bids must be made in writing and addressed to officer signing bulletin. Unless written cancellation is placed with same officer prior to expiration of bulletin, the successful bidder shall be required to take the run. In event a trainman withdraws his bid before the expiration of bulletin, the senior trainman next in rank having bid shall be assigned.

Section 6. A trainman absent from the service during the life of a bulletin will not be assigned to such run during his absence but upon return to the service will be permitted to displace any junior trainman on any run that was advertised during his absence. A trainman losing his assignment through reduction of force or through no fault of his own shall be given any run that his seniority entitles him to hold, including extra board, provided he makes written application for such run before assigning himself to some other run except when reverting to the through freight pool, he will displace the junior conductor or brakeman in that service. A trainman relinquishing an assigned run of his own accord will be given a run in pool or unassigned service, displacing the junior assigned trainman in that service, provided he has sufficient seniority, but shall remain on the assigned run until proper trainman is assigned in accordance with bulletin advertising run vacated. A trainman on an assigned run can exercise this option only after being on assigned run for at least 45 days. The above does not apply in case a trainman bids from one assigned run to another assigned run, in which case he will be assigned to the new run on expiration of bulletin advertising such run.

Section 7. In filling temporary vacancies of less than ten days in passenger service, the senior available trainman in pooled unassigned freight service shall protect the vacancy. A trainman so used shall continue on the run for a period of ten days unless

displaced by the regular trainman, or until the run is assigned in accordance with Sections 3 and 4 hereof.

Section 8. (a) In filling temporary conductor vacancies of less than ten days in freight service, the senior demoted conductor working as a brakeman on that car will be used. Conductors so used shall continue on the vacancy for a period of ten days unless displaced by the regular conductor, or until the run is assigned in accordance with Sections 3 and 4 hereof; if there are two demoted conductors working as brakemen on the car and the senior demoted conductor is off for any cause, the other demoted conductor will be used in accordance with this rule, except that he will be displaced by the senior demoted conductor if and when he returns to the car before the regular conductor reports or the job is assigned. A demoted conductor taken from the brakemen's extra board to fill a brakeman's vacancy will not be permitted to displace a junior conductor regularly assigned to the crew. It is also understood a conductor catching a vacation vacancy or a vacancy resulting from a vacation vacancy will hold same during the vacation vacancy.

(b) In the event there is no demoted conductor working as a brakeman on car, the senior available "Emergency Conductor" will be used, provided: demoted conductors not desiring to work as such will file written notice with proper officer of the Company. This notice must be given five days in advance of the effective date and five days in advance of withdrawal. These men will not be used so long as other "Emergency Conductors" are available. If other "Emergency Conductors" are not available the restricted conductors will protect the service in reverse order of seniority.

NOTE: The term "Emergency Conductor", as used in this agreement, refers to an employee who has been promoted to conductor but by reason of his seniority is in service as a brakeman.

(c) When the senior, rested, available "Emergency Conductor" misses a call, or is allowed by the carrier to lay off on call, he will not be allowed to work as a conductor or brakeman until the "Emergency Conductor" used for the service in his place completes that vacancy and has acquired 8 hours rest.

NOTE: Only the one senior rested available "Emergency Conductor" will be penalized by being held off as provided above. Other junior "Emergency Conductors" who cannot be located to fill the vacancy will not be penalized (but this penalty will apply to any junior "Emergency Conductor" who is contacted but the carrier allows to lay off on the call). The "Emergency Conductor" who is held off as provided herein may request and be permitted to deadhead (without pay) to assume the vacancy after it has made two tours of duty.

Section 9. Section 8(c) above will have application to brakemen who miss calls, or are allowed by the carrier to lay off on call or within eight hours of call.

Section 10. (a) Under Sections 7 and 8, a conductor is not available if the run on which he is employed is called to leave prior to the hour set for the departure of the run upon which the vacancy exists, unless there are no extra or demoted conductors available; in which case, if the vacancy is in passenger service, the senior conductor in pooled unassigned freight service, equipped with passenger uniform, on the crew called nearest prior to the hour set for the departure of the passenger train shall be held. If the vacancy is in freight service the senior demoted conductor braking on the last crew called to leave prior to the hour set for the departure of the crew on which the vacancy exists shall be held. Where it is necessary to call a conductor to deadhead to a vacancy the hour will apply to the train on which the conductor deadheads.

(b) An assigned extra board of conductors may be established at any home terminal if there is sufficient work to warrant same, by agreement between the Superintendent and the Local Chairman, under the following provisions:

(i) One or more conductors may be assigned to a conductors' extra board; conductors so assigned shall be drawn from ranks of senior demoted conductors and shall perform no service as brakemen while so assigned. Conductors assigned to the extra board will be classed as regular conductors under the meaning of this Article, and may by choice remain upon the conductors' assigned extra board in preference to accepting a regular assignment.

(iv) An assigned conductors' extra board shall not be maintained at any terminal unless there is sufficient work to permit conductors so assigned to make not less than the equivalent of 2800 miles per month, the number of conductors assigned to be reduced or increased accordingly, and when there is not sufficient work to allow one conductor to make the required mileage the extra board shall be abolished.

(iii) Where an assigned conductors' extra board is maintained, assigned extra conductors shall be used in preference to demoted conductors. Assigned extra conductors shall run first-in/first-out, rotating out of their extra board point on vacancies of less than ten days. Assigned extra conductor catching a vacancy of less than ten days duration at a point other than the location of his extra board shall hold same for a period of ten days; thereafter the provisions of Section 3 shall apply.

(ii) Demoted or extra conductors shall be drawn from the board at the home terminal, provided this is not to conflict with Sections 4 and 5.

(c) A conductor holding an assignment at an away-from-home terminal point after laying off for any cause or making actual displacement, must,

before assuming duty, report sufficiently in advance of arrival or tie-up time of the assignment to permit notification by the usual communication facilities of extra or relief conductor on or before his going off duty.

Section 11. Extra trainmen run around shall receive 100 miles for each runaround and shall be placed at the foot of the list at the time of the runaround. Demoted conductors runaround shall receive 100 miles for each runaround. This is not to conflict with application of the Hours of Service Law.

Section 12. (a) Brakemen's Extra Board.

Extra brakemen will run first in and first out rotating on vacancies of less than 10 days except extra brakemen catching vacancies of less than 10 days duration of service at a point other than the location of the extra board will hold same for 10 days unless displaced by regular brakeman. Thereafter, the provisions of Section 4 and 5 hereof will apply. It is also understood a brakeman catching a vacation vacancy or a vacancy resulting from a vacation vacancy at a point other than the location of the extra board will hold same during the vacation vacancy.

(b) Protected (Crew Consist) brakemen and yardmen on the extra board (subject to the exception that is Article 6(d) of the Crew Consist Agreement) shall be used on blankable second brakeman/yard helper temporary vacancies and on must-fill temporary vacancies to the extent specified below.

(i) Non-protected (Crew Consist) brakemen/yardmen on the extra board shall be used only on must-fill temporary vacancies and shall have no claim if runaround by a protected brakeman/yardman being used on a blankable vacancy.

(ii) When a road Brakemen's Extra Board is exhausted a must-fill vacancy at the extra board point will be filled by the most junior available protected

brakeman holding a blankable position at that point. If the vacancy is in regular assigned service at an outlying point, the most junior available protected brakeman holding a blankable position in regular assigned service at that point will be used. If there are none, the vacancy will be filled in accordance with applicable schedule rules.

Questions and Answers

Q. #1 If no protected extra brakeman was available to deadhead (at normal deadhead time) to protect an outlying blankable vacancy, but one later becomes available, are we required to call him to fill the vacancy?

A. #1 No. The vacancy will be blanked for the day or round trip.

Q. #2 When an outlying blankable vacancy has been blanked for the day or round trip because no protected extra man was available, must the carrier call a protected extra brakeman who is available to fill the blankable vacancy on the next day or trip?

A. #2 Yes.

Q. #3 There is a blankable vacancy and the extra board is exhausted, but there are furloughed protected men who have signed up to protect extra work, must they be called?

A. #3 Yes. If none have signed up or none who have signed up are available, the vacancy will be blanked for the day or round trip.

(c) Combined Yardmen-Brakemen Extra Board.

Combined yardmen-brakemen extra boards may be established. Extra trainmen on such boards will work first in and first out rotating on vacancies of less than 10 days except extra trainmen catching vacancies of less than 10 days duration of service at a point other than the location of the extra board will hold same for 10 days unless displaced by regular trainmen. Thereafter, the provisions of Sections 4 and 5 will apply. It is also understood an extra trainman catching a vacation vacancy or a vacancy resulting from a vacation vacancy at a point other than the location of the extra board will hold same during the vacation vacancy.

(d) When a combined road-yard extra board is exhausted, must-fill vacancies in yard service will be filled by the most junior available protected (Crew Consist) yard helper (who must be qualified if it is a foreman vacancy) assigned to work that day on a blankable position in the same starting time bracket in which the vacancy exists (if none, as the applicable schedule rule provides), and those so used will receive no less compensation than they would have earned on their own assignment. Thereafter, such vacancies will be filled in accordance with applicable schedule rules.

When a combined road-yard extra board is exhausted, must-fill vacancies in road service at the extra board point will be filled by the most junior available protected brakeman holding a blankable position at that point. If the vacancy is at an outlying point, the most junior available protected brakeman holding a blankable position at that point will be used. If there are none, the vacancy will be filled in accordance with the applicable schedule rules.

Question and Answer

Q. #1 In the first paragraph of this Section (c), does the language "received no less compensation than they would have earned on their own assignment" include overtime and arbitraries?

A. #1 Yes

(e) Employees working from a yard extra board will not be used to augment a road extra board unless the road extra board is exhausted. Neither will an employee working from a road extra board be used to augment a yard extra board unless it is exhausted and there are no regularly assigned yardmen available that have at least eight hours to work and their working will not interfere with their working their regular assignment. (Note: This provision is subject to the provisions of the Crew Consist Agreement dated June 29, 1984, particularly Article 7 thereof.)

Section 13. (a) Any individual transferring in the exercise of seniority from one "prior right" district to another; from road to yard service; or yard to road service, must remain in that service or district for at least 45 days if his seniority will permit.

(b) The provisions of the agreement governing road or yard service will apply, i.e., when working in road service the provisions of the Trainmen's Agreement governing road service employees will apply; when working in yard service the provisions of the Yardmen's Agreement governing yard service will apply.

(c) Crew Consist protected trainmen or yardmen who are furloughed at one road extra board point or yard will not be required to transfer to another road extra board point or yard. Furloughed employees failing to exercise seniority to another point will forfeit the right to later displace a junior employee at that point for a period of 45 days; unless there is a further recall at that point within 45 days.

(d) Non-protected employees under the Crew Consist Agreement who are furloughed at one road extra board point or yard are required to exercise their seniority to available service on their seniority district.

(e) Furloughed employees transferred through the exercise of seniority, when recalled, will be recalled to the point from which they were furloughed; or will have the option of remaining at the point to which transferred, provided they have filed written request with the proper Carrier Officer with copy to Local Chairman.

(f) Conductors, brakemen and yardmen will have access to bulletins advertising new assignments or vacancies on existing assignments on the entire system. In the event no bids are received on a particular bulletin, the junior unassigned man in the particular grade of service (conductor, brakeman or yardman) working in the district or yard where the vacancy occurs will be assigned under applicable schedule rules.

(g) If any junior brakeman or demoted conductor transfers to yard service, he can be force-assigned, within a period of ten (10) days after transfer, to any conductor or brakeman vacancy under bulletin, where no bids are received; thereafter all yard rules apply for the period of transfer.

Section 14. In the unassigned freight pools for trainmen between Amarillo and Wichita Falls, Amarillo and Texline, and Wichita Falls and Fort Worth, with home terminal at Wichita Falls or Amarillo, a trainman in one pool desiring to relinquish his position of his own accord and place in the other pool at his home terminal may be allowed to do so, seniority permitting, under the following conditions:

- i. Must give written notice to proper carrier authority of his desire to displace in the opposite pool.
- ii. Must remain on his own turn until proper trainman is assigned thereto in accordance with advertisement covering his vacated position.
- iii. Must displace only the junior trainman in the opposite pool, seniority permitting.
- iv. The transactions described hereinabove will be permitted to take place only at the home terminal.

Section 15. Burlington Northern Railroad Company will cooperate with the United Transportation Union, so far as it is practicable to do so, in the regulation of the brakemen's extra board, so that extra brakemen will be permitted to work not less than 2400 miles per month nor more than 3000 miles per month. In so cooperating, it is understood that the Railroad Company is not guaranteeing any amount of miles for brakemen on the extra board. This agreement is not to operate to prevent extra brakemen from making more than 3000 miles per month, provided the exigencies of the service require more than the maximum.

In the regulation of the brakemen's extra board, as above provided, it is understood that in the event less than the minimum number of miles is made or more than the maximum number of miles is exceeded, the board will be reduced or increased in order to comply with the regulation; provided, however, that it will not interfere with the economical and efficient manning of crews in road service.

Section 16. If any part of this article conflicts with the provisions of the Crew Consist Agreement dated June 29, 1984, as amended, then, to the extent of the conflict, the Crew Consist Agreement will govern.

ARTICLE 27.

TESTING AIR BRAKES AND EQUIPPING CABOOSSES.

Section 1. (a) At terminals, car repairers will be required to couple hose on all trains.

(Note: This Section (a) does not apply to Childress and Pampa Sub-division and Plains Junction and Lubbock Sub-division, and Wichita Falls-Stamford Subdivision.)

(b) Trainmen will not be required to couple hose on trains at terminals when carmen are employed and on duty.

(Note: This Section (b) applies only to Childress and Pampa Subdivisions; Plains Junction, and Lubbock Subdivision and Wichita Falls and Stamford Subdivision.)

(c) This Section 1 shall not be applicable when trainmen are required to couple or uncouple air, steam or signal hose:

(1) Between engine and first car;

(2) Between engine and caboose;

(3) Between cars in case of defective air hose or setting out bad order car;

(4) Between cars when cutting or coupling up at crossing;

(5) Between caboose and rear car.

Section 2. IT IS AGREED that Section 1(a) of Article 27 of the Trainmen's Agreement will not apply at Texline, Texas.

Trainmen may be required to couple and/or uncouple hoses and test air on their trains at Texline, Texas, without any additional compensation except as hereafter specified.

If the crew of an outbound train is required to make a pick up or set out of cars, other than bad orders, at Texline, all members of the crew will receive the applicable air pay allowance (\$6.56). * * * (pursuant to Article 2, Section 2 hereof)

Section 3. When trainmen on assigned locals and road switchers are required to couple or uncouple air, steam or signal hose, safety chains, outside of stations where car inspectors are employed, they will be paid an arbitrary allowance of \$6.56, in addition to all other earning for the day. This allowance will be paid each member of the train crew, regardless of which member or members of the crew performs the work.

(a) The above functions will only be done on cars handled or to be handled by the engine with which the train crew is working.

(b) The arbitrary allowance above referred to shall not be considered as a part of the basic day for any purpose, and will be paid only once on a tour of duty, even though such work is performed more than once at one or more points on that tour of duty.

(c) This arbitrary allowance shall not be applicable when trainmen are required to couple or uncouple air, steam or signal hose:

- (1) Between engine and first car;
- (2) Between engine and caboose;
- (3) Between cars in case of defective air hose or setting out bad order car;
- (4) Between cars when cutting or coupling up at crossing;
- (5) Between caboose and rear car.

ARTICLE 28.

POOL CABOOSES.

Subject to the terms and conditions contained in Article X of the 1982 UTU National Agreement and subsequent Agreements and Arbitration Awards addressing elimination of cabooses in any or all classes of service, the following will apply when pool cabooses are utilized.

Section 1. Cabooses used where they are pooled under the provisions of Mediation Case A-10244 and will be equipped as follows:

- (a) Cushion underframes
- (b) Electric lights
- (c) Radios installed
- (d) Electric refrigerators or equivalent
- (e) Chemical toilets or equivalent

(f) Oil stoves or equivalent

Section 2. Cabooses may be pooled in freight service, operated in any territory over one or more divisions and/or seniority districts and through terminals.

Cabooses may be pooled when sufficient cabooses of the type referred to herein are available for that purpose.

In service where cabooses are pooled the time of arrival of such crew at the terminal will determine the crew's turn with relation to other pool freight crews in that terminal.

Section 3. The Company will regularly clean, maintain, and supply, including ice, fuel, and water, all cabooses that are pooled, such work to be performed at terminals by other than trainmen. Trainmen will cooperate in keeping pooled cabooses in clean and sanitary condition. (* * *)

Section 4. Trainmen operating on a pooled caboose will not be held responsible for leaving terminals without a full quota of supplies other than emergency flagging equipment. The incoming trainmen when operating on a pooled caboose will report needed supplies and equipment. Trainmen must ascertain before leaving terminal that proper flagging equipment is available on the caboose, and no responsibility for delay will accrue to them in connection with securing same before departure.

Section 5. Cleaning of pooled cabooses, which will include scrubbing of floors and cleaning of windows, and sterilization of toilet facilities will be performed at least once each thirty (30) days by other than trainmen and record made thereof.

Section 6. When operating on a pooled caboose, transportation will be provided between the point of going on and off duty and the point where trainmen usually get on

or off their caboose or headend of train and such employees will be transported between the on and off duty point and the suitable lodging facility. Arrangements regarding such transportation will be worked out between the local committee and the Superintendent or his representative.

Section 7. Trainmen in freight service, whose cabooses are pooled under this agreement, will be paid an arbitrary allowance on one cent (1¢) for each road mile actually run in each direction with a minimum allowance of one dollar (\$1.00) for each continuous trip, separate and apart from the trip allowance (pursuant to Article 2, Section 2 hereof).

ARTICLE 29.

RIGHT OF INVESTIGATION.

Before a trainmen is discharged, or suspended for a definite term, or if not satisfied when a notation is made against his record, for alleged fault, he shall have a fair and impartial trial, at which he may have a trainman of his choice, selected from the Company's service to represent him, who will be permitted to examine witnesses. He or his representative shall be furnished with a copy of the evidence brought out at such investigation if requested, which will be the basis for the discipline administered. When suspended for investigation, such investigation shall be held within five days. If found innocent, he shall be paid at regular rates for time lost and reinstated. If detained more than five days awaiting investigation, he shall be paid for extra time in excess of five days, whether found guilty or not. When a notation is entered against the record of a trainman, he will be furnished a copy and will receipt for it. If the notation against his record is decided to be unjust, it will be eliminated.

The result of the investigation shall be made known within fifteen days.

ARTICLE 30.

SELF-PROPELLED MACHINES

(Excerpt from June 24, 1964 National Agreement)

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

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

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

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

NOTE 4: Train orders is used in the vernacular of train men as defined in the Operating Book of Rules.

ARTICLE 31.

REST AT TERMINALS

Trainmen will not be called to go out when they need rest. Trainmen shall be the judge. They must report the same to the Trainmaster's office when they register their arrival. Ten hours shall be considered maximum time for rest requested.

ARTICLE 32.

HOURS OF SERVICE.

Section 1. Under the law limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time, and not then until after the expiration of ten hours on duty under the Federal law, or within two hours of time limit provided by the State law, if State law governs.

Section 2. If road crews are tied up in a less number of hours than that provided in the preceding paragraph, they shall not have been regarded as having been tied up under the law, and their service will be paid for under this schedule.

Section 3. When road crews are tied up between terminals under the law, they shall again be considered on duty and under full pay immediately upon the expiration of the minimum legal period off duty applicable to the crew; provided, the longest period of rest required by any member of the crew, either eight hours or ten hours, to be considered the period of rest for the entire crew.

Section 4. A continuous trip will cover movement straightaway or turnaround from the initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

Section 5. Road crews tied up under the law will be paid the time or mileage of this schedule from initial point to tie up point. When such crew resumes duty on a continuous trip, they will be paid miles or hours, whichever is the greater, from the tie up point to the next tie up or to the terminal. It is understood that this section does not

permit crews to be run through terminals unless such practice is permitted under this schedule.

Section 6. Road crews tied up under the law, then towed or deadheaded into terminals will be paid therefor as per Section 5, the same as if they run the train to such terminal.

Section 7. Trainmen shall not be tied up between terminals to avoid paying overtime.

ARTICLE 33.

CHAINING UP AND BRASSING CARS.

Trainmen will not be required to chain up or brass cars where carmen are employed.

ARTICLE 34.

WHO ARE PERMITTED TO ACT AS CONDUCTORS

Section 1. None but trainmen in actual service and whose names appear on the seniority list will be placed in charge of trains of any class as conductor.

Section 2. Complaints of conductors against brakemen must be made in writing and sustained by facts. The question of their release or suspension must be determined by investigation.

ARTICLE 35.

HELD AWAY FROM HOME TERMINAL RULE.

Trainmen in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four hour period from the time relieved, they will be paid for the actual time so held during the next succeeding eight hours, or until the end of the second twenty-four hour period, and similarly for each twenty-four hour period thereafter.

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

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

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

ARTICLE 36.

ROAD SWITCHER SERVICE - ASSIGNED LIMITS.

Section 1. Assignments of road switcher service will be confined within actual (reasonable) switching limits; where the extreme or outside limit is within fifty miles of a division terminal and such division terminal is included by bulletin within assigned territory, the trainmen assigned to that territory may be run to and from the division terminal when necessary; where the extreme or outside limit of the assignment is more

than fifty miles distant from division terminal and it becomes necessary to run assigned trainmen to the division terminal such trainmen will be paid an additional day and overtime if any from the assigned territory limit nearest to the division terminal thence to division terminal and an additional day and overtime if any from the division terminal thence to the assigned territory limit nearest to the division terminal, will handle such business between those points as may be available for movement, and will be paid at rate of pay covering class of service performed and there will be no payments made to other trainmen at the division terminal who may be run around.

Section 2. Reduction in Work Week

(Excerpt from October 31, 1985 National Agreement)

(a) Carrier has the right to reduce six or seven-day road switcher (or similar operations), mine run or roustabout assignments to not less than five days per week, or to establish new assignments to work five days per week.

(b) The work days of five-day assignments reduced or established pursuant to Section 2 of this Article shall be consecutive. The five-day yard rate shall apply to new assignments established pursuant to Section 2 of this Article. Assignments reduced pursuant to Section 2(a) shall be compensated in accordance with the provisions of Section 2(c).

(c) If the working days of an existing assignment as described in Section 2 are reduced under this Article, an allowance of 48 minutes at the existing straight time rate of that assignment in addition to the rate of pay for that assignment will be provided. Such allowance will continue for a period of three years from the date such assignment was first reduced. However, such allowance will not be made to employees who establish seniority in train or engine service after October 31, 1985.

Upon expiration of the three year period described above, the five day yard rate will apply to any assignment reduced to working less than six or seven days a week pursuant to this Article.

(d) The annulment or abolishment and subsequent reestablishment of an assignment to which the allowance provided for above applies shall not serve to make the allowance inapplicable to the assignment upon its restoration.

ARTICLE 37.

RULINGS AND SPECIAL AGREEMENTS.

Rulings and special agreements under the old agreement which are in effect in whole or in part and which have not been superseded, abrogated or cancelled remain in effect.

ARTICLE 38.

DURATION OF THE AGREEMENT.

The rates of pay and working conditions contained herein constitute the agreement between the Burlington Northern and UTU for trainmen effective _____ and shall continue in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

For UTU:

For Burlington Northern:

General Chairman

Assistant Vice President
Labor Relations

International Vice President
Approved

ROAD SERVICE

Appendix A	South Plains Line Agreements
Appendix B	Denver Northern Agreement
Appendix C	Dallas Road Switcher
Appendix D	Plainview Road Switcher
Appendix E	Lubbock Road Switcher
Appendix F	Stamford Road Switcher
Appendix G	Interdivisional Service
Appendix H	Amarillo-Wichita Falls I.D. Agreement
Appendix I	Wichita Falls - Abilene
Appendix J	Deadheading by Bus
Appendix K	MKT Trackage Rights Agreement
Appendix L	North Yard Agreement (Road)
Appendix M	Locker and Toilet Facilities

APPENDIX A-1

SOUTH PLAINS LINE

It is understood and agreed, insofar as the rates of pay and rules and working conditions governing Conductors, Brakemen and Yardmen are concerned, that coincident with the inauguration of regular operation of Plains Line by Fort Worth and Denver City Railway Company the following conditions will obtain:

Plains Line will be annexed to and be considered as of the Amarillo Division in the matter of seniority rights of trainmen.

F.W. & D.C. rates of pay and rules and working conditions will be applied with the following modifications:

(Article references appearing herein are those in the May 1, 1924, Agreement between F.W & D.C. and its Conductors and Brakemen.)

Article 3, Section 2:

Employees on mixed runs will be paid passenger through freight or local freight rates, according to class of service performed on that day.

Article 5, Section 1: Not reproduced.

Article 7: In road freight service, when Plainview is objective or initial terminal for any crew and such crew is required to perform service on Dimmitt Branch, Silverton Branch or Lubbock Line, such service will be paid continuous time for entire trip. For example (a) Crew starting from Plainview required to go to Hart on Dimmitt Branch and then take the train to final objective terminal, pay continuous time or mileage. (b) Crew starting from Plainview required to go to a point on Silverton Branch and then take the train to final objective terminal, pay continuous time or mileage. (c) Crew starting from

Plainview, required to go to a point on Lubbock Line (say Lockney) and then go to final objective terminal, pay continuous time or mileage.

NOTE: Same conditions to prevail in opposite direction.

Crews tied up at Plainview or Sterley, will not be considered as having been run around in such cases.

When Sterley is objective or initial terminal, similar conditions to prevail.

When Lubbock is objective or initial terminal for crews, same conditions will prevail insofar as Silverton Branch is concerned and an intermediate point between Sterley and Plainview.

Article 28, Section 1: - Not reproduced.

ORC-BRT No. 31 - Notification of Final Destination - A pooled unassigned through freight crew called in its turn out of Childress for a South Plains Line trip will be notified of its destination in advance of its departure from Childress, and such destination on the South Plains Line will be considered as its objective terminal for that trip.

(Effective November 1, 1955)

Superseding rules of current agreements that may be in conflict herewith and in particular Section 1 of Article 5 of Letter-Agreement of March 8, 1928, with Conductors and Brakemen, and Paragraph designated as (1) in Letter-Agreement of August 11, 1952, with Engineers, Firemen, Conductors and Brakemen in Settlement of ORC-BRT Case No. 910, BLE Case No. 2062, and BLF&E Case No. 1564:

IT IS AGREED:

(1) Carrier will pay local freight rates to conductors and brakemen employed on so-called switchers on Plains Junction and Lubbock Subdivision and Silverton and Dimmitt Subdivision.

(2) It is understood it is a part of the regular duties of road switchers to perform initial and final terminal switching without extra payment for such switching. Payment is on an hourly basis for all service performed from the time of reporting for duty until tied up with a minimum of eight (8) hours.

(3) It is agreed that in cases of emergency or during periods of heavy business when in the judgment of the Management it is important to use an additional crew for a short period of time, a train crew will be made up from the extra board maintained at Amarillo and deadheaded to point where needed, it being understood that this crew will not be kept away from Amarillo to exceed seventy-two (72) hours from the time deadheading begins until time of return to Amarillo. In such cases there will not be any runarounds claimed or paid to men in the freight pool at Childress or Amarillo.

(4) This agreement does not apply when the engine for this operation is moved out of Childress.

(5) In consideration of this agreement the Employees will withdraw all claims for payment of local rates of pay on switchers on the South Plains Line prior to November 1, 1955.

APPENDIX A-2

SOUTH PLAINS LINE

IT IS AGREED:

Two Local freight crew assignments will be established to work between Childress and Lubbock, Texas with Childress designated as home terminal of the assignments.

The two assignments will be assigned to work three round trips per week with one designated rest day at Childress and will not be run out of Childress on a designated rest day.

It is understood crews assigned in local freight service between Childress and Lubbock are guaranteed three round trips a week, except when trains are annulled account serious accidents, washouts or other circumstances making it impossible to run trains.

Crews assigned in this service will be allowed air pay allowance in accordance with agreement signed April 4, 1969 effective April 16, 1969 (pursuant to Article 2, Section 2 hereof).

Crews assigned in this service will be allowed one \$2.00 meal allowance for each single trip and will not stop to eat en route between terminals.

This agreement and the assignments will become effective September 14, 1975.

It is understood and agreed this agreement may be cancelled by either party signatory hereto upon 10 days written notice to the other party.

Signed at Fort Worth, Texas, September 3, 1975.

APPENDIX B

DENVER NORTHERN

IT IS AGREED:

Two yard engine assignments will be established at Childress, Texas.

Assignment No. 1, starting time 6:30 A.M., Sunday rest day.

Assignment No. 2, starting time 6:30 P.M., Saturday rest day.

Foremen and helpers will be allowed the five day rate of pay when working these six day assignments. The sixth day will be paid at the straight time five day rate.

It is understood the yard engine assignments will perform all station switching at Childress and Wellington.

In the event the yard engine assignment is unavailable account making trip to Wellington, or tied up and off duty, or on rest day; road freight or local crews can do any required switching in connection with their own trains including the placement of cars to or from the repair track and the handling of company material to or from their trains.

Road freight or local crews performing switching service as per above in the Childress yard will be paid therefor in accordance with Article 7, Sections 4 or 7, of the ROAD SERVICE Agreement, whichever is applicable, at the appropriate road rate of pay.

It is understood this agreement only applies at Childress, Texas and does not impose any restriction on the Carrier if it desires to discontinue the yard engine assignment established herein.

The Carrier may change starting times in accordance with Article 6, Yard Service Agreement or rest days on either assignment as the necessity of the service requires.

This Agreement will become effective April 1, 1980.

It is understood and agreed this Agreement may be cancelled by either party signatory hereto upon thirty (30) days written notice to the other party.

Signed at Fort Worth, Texas, this 27th day of March, 1980.

APPENDIX C

DALLAS TURN

In disposition of request from the Brotherhood of Railroad Trainmen for increasing switcher rates to be applied to brakemen employed on the Fort Worth-Dallas-Fort Worth road switcher with tie-up point at Fort Worth, Texas, it is agreed:

The brakemen assigned to the FW&D crew by the Apportionment Agreement of January 16, 1933 on the Fort Worth-Dallas-Fort Worth road switcher, with tie-up point at Fort Worth, Texas, will be paid a rate of \$21.13 per day on an hourly basis, effective as of July 1, 1961. Brakemen on such assignment will not be subject to the terminal delay rule or car scale rate.

The brakemen's positions covered by this agreement will be advertised under the rules of the current wage schedule agreement.

This agreement, effective July 1, 1961, shall continue in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Fort Worth, Texas, June 28, 1961.

APPENDIX D

PLAINVIEW ROAD SWITCHER

1. It is agreed jobs assigned with a starting point at Plainview, Texas, will receive rate of \$27.73 for conductors and \$26.05 for brakemen on the mileage basis, subject to future wage adjustments.
2. It is understood that jobs assigned at this point will not be subject to terminal delay and switching rules as covered by the current agreement.

3. This agreement will become effective April 16, 1969 and will continue in effect thereafter subject to the serving of 30 days' notice by one party upon the other party, further handling to be in pursuance of the provisions of the Railway Labor Act.

Signed at Fort Worth, Texas, this 4th day of April 1969.

APPENDIX "E"

LUBBOCK ROAD SWITCHERS

In disposition of request from the Order of Railway Conductors and Brakemen, covered by Case ORC No. 125, and from Brotherhood of Railroad Trainmen, covered by Case BRT N. 1174, for increasing road-switcher rates to be applied to conductors and brakemen employed on the switcher or switchers with tie-up point at Lubbock, Texas, it is agreed:

Conductors and Brakemen assigned to a road switcher with tie-up point at Lubbock, Texas will be paid a rate of \$17.96 per day on an hourly basis for brakeman, effective as of March 1, 1957. Conductors and brakemen on such assignments will not be subject to terminal delay rule or car scale rate.

It is understood that conductors and brakemen on such runs are not entitled to any additional payment for coupling or uncoupling air hose under the presently-existing agreement.

(Excerpt from Agreement signed February 6, 1967)

[Subject to General Rule 17]

In connection with use of cabooses in road switcher service at Lubbock, Texas, where each crew presently has a caboose assigned to it, it is agreed that only one

caboose, which will be an upgraded caboose, need be provided at that point; the caboose to be rotated among the crews assigned at that point and that in consideration thereof, the company will provide lockers, toilet and washroom facilities for use of conductors and brakemen assigned thereat. In addition, the company will provide a lunch table and benches in the locker area. This locker area will be kept clean by other than train crews.

In consideration of the foregoing, the current rates of pay on the road switchers assigned at Lubbock will be increased to 91.00 a day for conductors and brakemen. (* * *) (Subject to Article 2, Section 2 hereof)

APPENDIX "F"

STAMFORD ROAD SWITCHER

In consideration of disposition of other matters this date, it is agreed that the rate of pay applicable to conductors and brakeman assigned to the so-called Stamford-Abilene-Spur local wayfreight assignment will be \$25.25 a day for conductor and \$23.70 for brakeman.

This agreement will become effective on the first day of the month following the date it is signed.

Signed at Fort Worth, Texas, this 6th day of February, 1967.

APPENDIX G

INTERDIVISIONAL SERVICE

(Article IX of the 1985 UTU National Agreement)

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

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

Section 1 - Notice

An individual carrier seeking to establish interdivisional service shall give at least twenty days' written notice to the organization of its desire to establish service, specify the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

Section 2 - Conditions

Reasonable and practical conditions shall govern the establishment of the runs described, including but not limited to the following:

(a) Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.

(b) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

(c) When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crew.

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

(d) On runs established hereunder crews will be allowed a \$4.15 meal allowance after 4 hours at the away-from-home terminal and another \$4.15 allowance after being held an additional 8 hours.

(e) In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip.

(f) The foregoing provisions (a) through (e) do not preclude the parties from negotiating on other terms and conditions of work.

Section 3 - Procedure

Upon the serving of a notice under Section 1, the parties will discuss the details of operation and working conditions of the proposed runs during a period of 20 days following the date of the notice. If they are unable to agree, at the end of the 20-day period, with respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures referred to in Section 4.

This trial basis operation will not be applicable to runs which operate through home terminals.

Section 4 - Arbitration

(a) In the event the carrier and the organization cannot agree on the matters provided for in Section 1 and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 30 days after arbitration is requested by the carrier. The arbitration board shall be governed by the general and specific guidelines set forth in Section 2 above.

(b) The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the carrier to establish interdivisional service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the carrier if and when such interdivisional service is established in that territory. Provided further, however, if carrier elects not to put the award into effect, carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of the organization party to said arbitration.

Section 5 - Existing Interdivisional Service

Interdivisional service in effect on the date of this Agreement [(October 31, 1985)] is not affected by this Article.

Section 6 - Construction of Article

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional service where restrictions did not exist prior to the date [October 31, 1985] of this Agreement.

Section 7 - Protection

The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Article.

This Article shall become effective November 1, 1985 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date. Article XII of the January 27, 1972 Agreement shall not apply on any carrier on which this Article becomes effective.

APPENDIX H

AMARILLO - WICHITA FALLS I. D. SERVICE

Pursuant to the provisions of Article XII of the Mediation Agreement dated January 27, 1972, and notice served by the Fort Worth and Denver Railway Company dated March 2, 1972, to establish intradivisional service to operate through freight trains between Wichita Falls and Amarillo, Texas, it is hereby agreed:

1. Amarillo will be the home terminal for employees presently working out of Amarillo, Wichita Falls will be the home terminal for employees presently working out of Wichita Falls.

2. In the operation of crews between Wichita Falls and Amarillo, initially there will be eight (8) pool freight turns, four (4) with Wichita Falls the home terminal: four (4) with Amarillo the home terminal.

3. In the event an extra or made-up crew is operated between Wichita Falls and Amarillo, in either direction, the crew may be (a) deadheaded home, (b) operated caboose hop home, or (c) handle a train back to home terminal.

4. Reasonable requests by these crews to eat on line of road will be granted. For each trip on which no member of the crew delays one of these through freight trains to eat, each member of said crew will be allowed an additional amount equal to prevailing meal allowance in addition to other earnings on the trip. If a national agreement is negotiated concerning the subject matter of this paragraph, it will apply.

5. Employees operating in the service outlined herein will be paid for the entire trip at the mileage rate established by the basic rate of pay for the first 100 miles. In this intradivisional through freight service, overtime will commence at the expiration of eight (8) hours and fifty-three (53) minutes on duty.

6. Employees will not be required to lose time in breaking in and learning the road over the route described herein. Neither will they be required to ride the road on their own time for this purpose without pay. The qualifying of employees over this route will be worked out at the local level between carrier officers and the employees involved.

7. Employees assigned to these runs will not be used in turnaround service short of their designated terminals except in cases where it is impossible to reach the designated final terminal due to impassable track. If employees are tied up between terminals for any reason they shall be deadheaded or towed to the terminal to which

headed immediately after being tied up. If an employee is used off his turn he will be made whole.

8. Disciplinary hearings involving employees covered by this agreement shall be held, if possible, at the home terminal of a majority of the crew. When required to attend investigation at other than their home terminal [crew member(s)] shall be transported at carrier expense by means other than a freight train. If found not guilty [crew member(s)] shall be paid the mileage between the points covered by this agreement at the rates provided for herein; and if the investigation consumes more than one day, their meal and lodging expenses shall be provided by the carrier. If required to travel by private automobile, the operator thereof shall receive automobile allowance of 9¢ per mile.

9. Runarounds en route will be corrected at away-from-home terminal as well as at the home terminal, if they are rested.

10. Employees will be allowed a \$2.00 meal allowance after 4 hours at the away-from-home terminal and another \$2.00 allowance after being held for an additional 8 hours. Suitable lodging will be provided for employees in intradivisional service in accordance with the provisions of Article II of the June 25, 1964 Agreement which lodgings will be equivalent to the existing lodging facilities now provided. Also, suitable transportation to and from lodging point will be provided for employees in intradivisional service.

11. Engines used in this intradivisional service will be kept clean, including the toilet facilities.

12. Employees will be deadheaded by bus or company vehicles.

This agreement will remain in effect until changed in accordance with the Railway Labor Act as amended.

Signed at Fort Worth, Texas this tenth day of May 1972.

APPENDIX I

WICHITA FALLS - ABILENE I. D. SERVICE

Pursuant to the provisions of Article XII of the Mediation agreement dated January 27, 1972, and notice served by the Fort Worth and Denver Railway Company dated March 2, 1972, to establish intradivisional service to operate local freight trains between Wichita Falls and Abilene, Texas, it is hereby agreed:

1. In the operation of intradivisional service between Wichita Falls and Abilene, initially there will be one crew assigned to such service with home terminal at Wichita Falls, Texas.
2. In the event an extra or made-up crew is operated between Wichita Falls and Abilene, in either direction, the crew may be (a) deadheaded home, (b) operated caboose hop home, or (c) handle a train back to home terminal.
3. Crew assigned to these runs will not be used in turnaround service short of their designated terminals except in cases where it is impossible to reach the designated final terminal due to impassable track. If crews are tied up between terminals for any reason they shall be deadheaded or towed to the terminal to which headed immediately after being tied up. If an employee is used off his turn he will be made whole.
4. Employees operating in the service outlined herein will be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less for all miles run over 100.

5. Employees will not be required to lose time in breaking in and learning the road over the route described herein. Neither will they be required to ride the road on their own time for this purpose without pay. The qualifying of employees over this route will be worked out at the local level between carrier officers and the employees involved.

6. Employees will be allowed a \$2.00 meal allowance after 4 hours at the away-from-home terminal and another 2.00 allowance after being held for an additional 8 hours. Suitable lodging will be provided for employees in intradivisional service in accordance with the provisions of Article II of the June 25, 1964 Agreement which lodgings will be equivalent to the existing lodging facilities now provided. Also, suitable transportation to and from lodging point will be provided for employees in intradivisional service.

7. Engines used in this intradivisional service will be kept clean, including the toilet facilities.

This agreement shall remain in effect until changed in accordance with the Railway Labor Act, as amended.

Signed at Fort Worth, Texas, this tenth day of May 1972.

APPENDIX J

DEADHEADING BY BUS

It is agreed:

1. An employee ordered to deadhead by bus, will be furnished a bus ticket to ride the bus, or if he uses his own automobile, will be allowed the amount of the bus ticket

between the stations deadheaded. This will apply to each man deadheaded even though they deadhead in one automobile.

2. When an employee is authorized to use his own automobile due to the fact that no other means of transportation is available, he shall be allowed car mileage allowance consistent with company policy (currently \$24.5¢ per mile) for normal travel route miles between the stations involved. It is understood that an employee will not be required to use his personal automobile.

3. Where an employee is required to exercise his seniority at an outside point, or while at an outside point is displaced, he will also be subject to the allowances referred to above.

4. Employees may be deadheaded sufficiently in advance out of the home terminal to arrive at the point deadheaded to in time for them to obtain their legal rest as prescribed by the Hours of Service Law prior to the time they will be needed for service at that point. Employees so deadheaded will be furnished suitable lodging at the point deadheaded to in order to obtain their rest if tied up 4 hours or more. They will be allowed the current meal allowance for this period of rest and in the event they are not brought on duty at the expiration of twelve (12) hours from their arrival at the point deadheaded to, they will be allowed pay at the pro rata rate, on a minute basis, of the job or assignment deadheaded to protect up to the time required to report for duty. They will be deadheaded on the first available train or bus out of the away-from-home terminal when returning to the home terminal after release.

5. When an employee is required to leave the home terminal of his assignment to go to another station by direction of the company to be examined by a doctor, he will be subject to the allowance referred to above.

6. This understanding does not preclude the carrier from providing other means of transportation.

This agreement will become effective April 1, 1979 and will continue in effect thereafter subject to the service of thirty days notice by one party upon the other party; further handling to be in conformity with the procedural requirements of the Railway Labor Act, as amended.

Signed at Fort Worth, Texas this 9th day of February, 1979.

APPENDIX K

M-K-T JOINT TRACKAGE AGREEMENT

In connection with application of the Missouri-Kansas-Texas Railroad company for a certificate and order from the Interstate Commerce Commission approving and authorizing the operation of Missouri-Kansas-Texas trains on the property of the Fort Worth and Denver Railway Company (hereinafter referred to as FW&D), between Wichita Falls, Texas and Fort Worth, Texas, it is agreed that the duties of locomotive engineers, locomotive firemen, conductors and trainmen in the service of the M-K-T will be restricted to the following:

1. M-K-T will operate its own trains with its own crews over the tracks of the FW&D in transit operation.
2. M-K-T employees shall not be permitted to pick up and/or set out cars, nor perform station switching, local or work train work, except cars that are bad ordered en route. Bad order cars that are to be picked up en route will be first out.

3. M-K-T employees will be permitted to rerail derailed cars and engines in M-K-T trains where a wrecking derrick is not required.
4. M-K-T employees will not be permitted to handle cars in FW&D account, either loads or empties.
5. M-K-T employees will not acquire any FW&D seniority as a result of operating over the described portions of FW&D tracks.
6. The operation of M-K-T crews, under the conditions stated, will not infringe upon the rights of FW&D employees under the respective agreements with those classes.

SIGNED AT FORT WORTH, TEXAS THIS 21 DAY OF AUGUST, 1969.

APPENDIX L

NORTH YARD AGREEMENT (ROAD)

In connection with the Carrier's plan to change the point for Conductors and Brakemen to go on and off duty from the present location at 17th Street Yard to North Yard, Fort Worth, Texas.

IT IS AGREED:

1. It is understood that the point for going on and off duty at Fort Worth for all conductors and brakemen will be at the register station located in the yard office at North Yard in the vicinity of Mile Post Six. Adequate lighted parking space will be provided for employes to park their automobiles.

2. To eliminate any dispute concerning mileage under the apportionment agreement, road trainmen will be paid on the basis of 114 miles in each direction between Wichita Falls and Fort Worth, Texas.

3. Conductors and brakemen who qualify for lodging under the so-called suitable lodging agreement will be transported promptly from the point of going off duty at North Yard to the lodging facility in a suitable vehicle furnished by the Carrier at no expense to the employees. Should transportation not be provided within ten minutes after going off duty, conductors and brakemen will be allowed pay at pro rata rate on the minute basis for all time from the time they tied up until they arrive at the designated suitable lodging facility. The train crew will be transported as a unit.

4. When conductors and brakemen in road service from Wichita Falls are to be aggregated out of Fort Worth in less than four hours, they will, if they so desire, be transported in a suitable vehicle furnished by the Carrier at no expense to the employee from North Yard office to a suitable place where they can obtain meals and return to North Yard Office.

5. Extra conductors and brakemen deadheaded into Fort Worth for service at or out of that point will, unless they make other arrangements for their own convenience, be transported in both directions by the Carrier between North Yard office and lodging point in downtown Fort Worth at no expense to the employee.

NOTE: Suitable vehicle means an enclosed passenger vehicle with adequate seats for all passengers.

6. Conductors and brakemen on the so-called Dallas-Fort Worth turn will be paid an allowance of 15 minutes at pro rata rate for reporting to North Yard for the southbound trips and will be paid an allowance of 15 minutes at pro rata rate when they

are relieved from duty at North Yard on the inbound trips, separate and apart from other earnings, for a period of five years from the date the arrangements herein described become effective.

7. Final terminal delay time will begin and road time will cease at Mile Post 11.

8. The arrangements referred to herein will become effective upon ten (10) days written notice to the employes and the organization when the facilities are placed in service, but no earlier than March 15, 1967, and no later than September 15, 1967.

Signed at Fort Worth, Texas, this 6th day of February, 1967.

APPENDIX M

LOCKER AND TOILET FACILITIES

In consideration of disposition of other matters this date, it is agreed that conductors and trainmen will be provided with individual lockers at home terminals at Wichita Falls, Amarillo and Childress. When the yard office building is provided at North Yard, Fort Worth, lockers will be provided for the conductor and brakemen of the so-called Fort Worth-Dallas turn; in addition, lockers will be provided for use of conductors and trainmen who qualify for lodging under the so-called suitable lodging agreement, and it is understood that the use of these latter referred to lockers will be rotated.

Each of these points will have wash basins and toilets and be furnished with soap and paper hand towels. These facilities will be cleaned by someone other than conductors and brakemen.

Signed at Fort Worth, Texas, this 6th day of February, 1967.

YARD RULES INDEX

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- Rule 2 Basic Day and Overtime
- Rule 3 Consist of Crews
- Rule 4 Assignments
- Rule 5 Point the Beginning and Ending of Day
- Rule 6 Starting Time
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YARD SERVICE

RULE 1. RATES OF PAY

Section 1. Basic rates of pay, subject to cost-of-living adjustments of the October 31, 1985 National Agreement, in yard service will be preserved and up-dated. Rate sheets will be furnished the General Chairman of the UTU(C&T) each time such rates are changed as a result of national or local wage settlements.

Section 2. Duplicate Time Payments

(Excerpt from October 31, 1985 National Agreement)

(a) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not apply to employees whose seniority in train or engine service is established after October 31, 1985.

(b) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not eliminated by the October 31, 1985 National Agreement shall not be subject to general, cost-of-living or other forms of wage increases.

Section 3. Rate Progression - New Hires

(Excerpt from October 31, 1985 National Agreement)

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in train or engine service is established after October 31, 1985 will be 75 percent of the rate for present employees and will increase in increments of five percentage points for each year of active service until the new employee's rate is equal to that of present employees. A

year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

RULE 2. BASIC DAY AND OVERTIME

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

(b) Assigned Men - Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights from one assignment to another, all time worked by assigned men in excess of eight hours' continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate.

This rule applies to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Appendix A (five day work week rule) shall be paid for at the straight time rate.

QUESTION:

What compensation should be allowed for additional service where a crew is regularly assigned to work 12:00 midnight to 8:00 A.M. and (service performed not affected by exceptions outlined in Rule 2):

1. Is required to cover the third shift on the same day--4:00 P.M. to 12:00 midnight?
2. Is required in an emergency to work 8:30 A.M. until 11:30 A.M.?
3. Is required in an emergency to work 8:00 P.M. to 12:00 midnight (four hours) on the same day?

4. Is given 48 hours' notice and assignment is moved up an hour, starting at 11:00 P.M. and being relieved at 7:00 A.M. and consequently in the 24-hour period, works nine hours, but not more than eight hours on a shift?

ANSWER

1. Eight hours at time and one-half.
2. Eight hours at time and one-half.
3. Eight hours at time and one half.
4. On account of complying with the 48-hour provisions, which make it permissible to change beginning time, crews only entitled to a minimum day.

The questions and answers under this article are illustrative only. The designation of shifts does not necessarily follow those in effect.

(c) Extra Men - Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods; working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a 24-hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

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

- (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 employees paid road rates, but governed by yard rules.)

(3) Where an extra man commences work on a second shift in a 24-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 24-hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

(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 employee working on 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.

(d) QUESTION

What compensation should be allowed an extra man who is called at 4:00 A.M., relieves a regular man who is covering an assignment 12:00 midnight to 8:00 A.M., and the assignment works until 9:00 A.M., regular switchman working four hours, extra switchman working five hours, remainder of crew working nine hours?

ANSWER

Extra man will receive a minimum day only.

(e) Regularly assigned helpers used as foremen on other crews will not be considered as exercising seniority under Section 3(a) of Appendix "A" unless such service is requested by them. When regularly assigned foremen are required to double as helpers they will receive the foreman's rate at time and one-half, except if regularly assigned foremen work on their rest days, they will be compensated at the rate of the job worked, whether it be foreman or helper.

(f) Regular switchman required to work their maximum hours will, if their assignment is worked, resume service when their rest period is up under the Federal Law; and then be permitted to work eight hours or paid therefore.

(g) Overtime may be required in order to finish work that the crew is performing at the expiration of the assignment period or in emergencies.

(h) When a crew is assigned and commences on a different type of work or to serve another industry not later than two (2) hours after the regular assigned off-duty time, yard crew may be continued on duty until work is completed and they arrive back at their relief point; all time held or worked (including work performed under (g) above and (j) below) in excess of regular eight-hour assignment, will be paid for as overtime under this rule.

(i) When a crew is required by proper authority to commence a different type of work or to serve another industry after the expiration of two hours from the regular assigned off-duty time, allowance of eight hours at the punitive rate will be made as compensation for all time held or worked, (including work performed under (g) above and (j) below) in excess of the regular eight-hour assignment, unless there are not sufficient

men available as provided by Rule 10 to comprise an extra crew, in which event the penalty will not apply.

(j) During the time yard crew is held to perform such work, any switching may be performed until the work for which it is held develops at which time yard crew will perform work for which held and when that work is finished, they will be relieved from duty upon arriving back at their relief point.

(k) It is understood that proper notice will be given yard crew before the expiration of their eight-hour assignment when to be held for work not existing at the end of assignment.

(l) This rule will not apply to yards where only one shift is worked.

RULE 3. CONSIST OF CREWS

Switch crews shall consist of a foreman and two helpers, subject to the provisions of General Rule 1. The use of a third helper on certain crews at Fort Worth, Texas, and at Amarillo, Texas, is covered by Appendix "B".

RULE 4. ASSIGNMENTS

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

(b) Regular switch crew assignments shall be advertised by number designation which will indicate the general area in which such assignments will usually work. This will not prevent any switch crew assignment from performing work anywhere within the switching limits of the yard involved, including deliveries of interchange to other railroads, but crews will not arbitrarily be required to exchange work for an entire shift.

(c) Since it is recognized that conditions and switching requirements do change from time to time, the Management reserves the right to revise the numbers and designated general areas of such regular switch crew assignments, posting revised advertisement accordingly.

RULE 5. POINT FOR BEGINNING AND ENDING DAY

Switch crews shall have a designated point for going on duty and a point for going off duty. The point for going on and off duty will be governed by local conditions. In certain localities, instructions will provide that the switchmen will report at the hump, others at yard office and others at engine house or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location. It is understood that switch crews shall be relieved at same point where they report for duty.

RULE 6. STARTING TIME

(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 forty-eight (48) hours' advance notice.

(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 12:00 midnight.

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

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

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

(h) Exceptions to starting time rules may be agreed upon by the Management and General Committee to cover local service requirements.

RULE 7. CALCULATING ASSIGNMENTS AND MEAL PERIODS

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

RULE 8. LUNCH TIME

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

(b) It is understood that except in emergencies, switchmen will not be required to take their meal periods out of doors, but will be allowed the use of the switch shanty or other suitable buildings that may be located within a reasonable distance from their work and permissible for such use.

(c) Switch crews will not be required to work longer than six (6) hours without being allowed twenty (20) minutes for lunch, with no deduction in pay or time therefor.

QUESTION

If through some unforeseen circumstance, a switch crew is on duty say fourteen hours, would the crew be entitled to a second period of twenty minutes in which to eat, and if so, when would it begin?

ANSWER

This rule applies to both the first and second lunch periods. Crew would be entitled to the second lunch period within six hours after completing the first lunch period. In either case, switchmen will not be worked longer than six hours without being given an opportunity to eat.

NOTE

When switchmen are required to double they will be allowed a reasonable time between the end of the first and beginning of the second shift to secure a warm meal, if possible, within a reasonable distance. A reasonable time means not exceeding 45 minutes. When they do not choose to take a meal period between the end of the first and beginning of the second shift, they are entitled to this privilege when the meal period is taken.

RULE 9. REGULATING ROTARY EXTRA BOARD

(a) At points where a rotary extra board is in effect, the designated operating officer and the local chairman shall cooperate in regulating extra lists so that the switchmen assigned thereto and available for service may earn a minimum of eight (8) days and a maximum of ten (10) days, exclusive of days on which such employees lay off

on their own accord in any payroll period for use in adjusting the extra board. Check will be made once each payroll period when requested by the local chairman or designated operating officer for the preceding payroll period. When the average falls below eight (8) days, based on the number of extra switchmen actually available for service each day, the extra list will be reduced by furloughing the necessary number of junior switchmen. Likewise, when the average is more than ten (10) days, based on the number of extra switchmen actually available for service each day, the extra list may be increased by recalling furloughed switchmen or employing additional switchmen. This will not restrict the right of the Carrier to increase the extra list between check periods when business warrants, provided such increase will not reduce the average below eight (8) days in that payroll period.

(b) Paragraph (a) shall not in any manner be construed as establishing a guarantee.

RULE 10. EXTRA MEN

(a) **Foremen and Helpers.** Extra switchmen will be worked first-in first-out on a rotary basis in filling temporary vacancies of ten days or less, and this will continue until assignment is made in accordance with paragraph (a) of Rule 18.

(b) **Foremen and Helpers.** Extra switchmen will be considered "first-in" at the expiration of eight (8) hours from time assignment began work. When switchmen are prevented from working in their turn because of the effect of Hours of Service Law, no runaround claim will be paid.

(c) **Foremen and Helpers.** Extra switchmen who are laying off will report themselves available for duty at 11:00 A.M. and will be marked up in their place on the extra board at that time. Such extra switchmen not reporting themselves available for

duty at the mark-up time of 11:00 A.M. daily will not be marked up on the extra board until 11:00 A.M. the following day unless the extra board is exhausted.

(d) **Foremen and Helpers.** When an extra switchman is not available for call and thereby misses a regular shift or extra shift that goes to work within the three periods for regular shifts to commence duty, he will not be eligible to work again until the expiration of sixteen (16) hours from the time shift for which he missed call went to work unless the extra board is exhausted, at which time he will be marked up at foot of the board. This provision will not apply to calls for road service.

(e) **Foremen and Helpers.** When an extra switchman misses a call on an extra assignment that is called at other times than during the periods that regular assignments go to work, he will hold his place on the extra board provided he is available for call the following period in which regular assignments go to work.

(f) **Foremen and Helpers.** The following will govern in connection with filling temporary vacancies:

(1) Article 7 of General Rule 1 will apply before doubling of switchmen.

(2) If no switchmen are available pursuant to the provisions of Article 7 of General Rule 1, then the senior rested regular assigned men on their "days off" in the starting time group in which the vacancy occurs will be used. If none available, then the senior rested regular assigned men on their "days off" with eight hours to work should be used in each case provided the double or eight-hour tour of duty will not interfere with their being able to work in their regular assignment. In the application of the above, a switchman will not be allowed to work more than one shift on his "days off" when other switchmen on their "days off" are available for service under this rule.

(3) If no extra men or regular assigned men on their "days off" are available, then the senior rested regularly assigned men should be used; if none available, then the senior regularly assigned men with eight hours to work should be used, provided the double or eight-hour tour of duty will not interfere with their being able to work on their regular assignment.

(g) **Foremen.** In filling foremen vacancies of less than ten (10) days' duration, senior assigned helpers on such crew, including extra board men called for vacancy, if qualified, will be given choice of positions; if the senior qualified foremen assigned as helpers on that assignment do not desire to work as foremen, the junior qualified foreman assigned as helper on that crew (either regular or extra) will be required to fill the foreman vacancy.

If foreman vacancy is not filled, the following order will govern:

- (1) Will be filled from the extra board.
- (2) Will be filled according to the provisions of Article 7 of General Rule 1.
- (3) The senior available foreman in the starting time group off on rest days.
- (4) The senior available foreman off on rest days.

(h) **Foremen.** Foremen will register their names with the Yardmaster when they desire service on their "days off." Foremen who have so registered will be given preference in the following order: First, by the senior foreman who has so registered in the starting time group; second, if none in the starting time group, then by senior foreman who has so registered. Foremen who have not so registered will not claim nor be allowed time when not called on "days off."

(3) If no extra men or regular assigned men on their "days off" are available, then the senior rested regularly assigned men should be used; if none available, then the senior regularly assigned men with eight hours to work should be used, provided the double or eight-hour tour of duty will not interfere with their being able to work on their regular assignment.

(g) **Foremen.** In filling foremen vacancies of less than ten (10) days' duration, senior assigned helpers on such crew, including extra board men called for vacancy, if qualified, will be given choice of positions; if the senior qualified foremen assigned as helpers on that assignment do not desire to work as foremen, the junior qualified foreman assigned as helper on that crew (either regular or extra) will be required to fill the foreman vacancy.

If foreman vacancy is not filled, the following order will govern:

- (1) Will be filled from the extra board.
- (2) Will be filled according to the provisions of Article 7 of General Rule 1.
- (3) The senior available foreman in the starting time group off on rest days.
- (4) The senior available foreman off on rest days.

(h) **Foremen.** Foremen will register their names with the Yardmaster when they desire service on their "days off." Foremen who have so registered will be given preference in the following order: First, by the senior foreman who has so registered in the starting time group; second, if none in the starting time group, then by senior foreman who has so registered. Foremen who have not so registered will not claim nor be allowed time when not called on "days off."

(i) Foremen. Swing helpers referred to in Appendix B will not be used as foremen except when a foreman is not available under the provisions of this rule or in case of emergency.

RULE 11. CALLING EXTRA MEN

(a) Extra employees not assigned to vacancies of ten days or more and having had legal rest period will be available for call by telephone one hour and thirty minutes in advance of starting time of each regular yard shift.

(b) Extra men called and reporting and not used shall be allowed one-half day at the rate of pay of job for which called and retain their standing on the board. If not used before expiration of twenty-four hours from the time first called for, full day shall be allowed.

(c) Switchmen who are runaround shall be allowed four hours and stand first out, but if not called within eight hours, then one day will be allowed and stand last out, except when switchmen require rest. Rate applied will be that of job not called for.

RULE 12. SENIORITY

(a) Seniority rights of switchmen will date from the time they enter the service continuous in yard or terminal where employed. A switchman will be considered qualified to perform service as foreman after having at least ninety (90) days' actual experience in the yard in which employed.

(b) Senior switchman, if qualified, shall have choice of positions, subject to the provisions of General Rules 1 and 2.

(c) Switchman will not be adjudged incompetent to perform the duties of a foreman without an investigation, including field test if considered pertinent. If

disqualified as a foreman, he will be restricted to the classification of helper for a period of six (6) months before being eligible for reinstatement as foreman.

RULE 13. PROMOTION

In the appointment of yardmasters and assistant yardmasters, the oldest qualified switchman shall be given full consideration.

RULE 14. SENIORITY LIST

(a) A crew board shall be kept in the yard office upon which assigned crews and extra men shall be registered.

(b) Switchmen shall have access at all times to a seniority list to be posted in a convenient place in the yard office, and the list shall be corrected at least each six months. Two copies each to be furnished the General and Local Chairman.

RULE 15. LAYING OFF

(a) Request of switchmen to lay off will be granted when extra men are available to relieve them. The approximate time desired to be off will be indicated at time request is made.

(b) Request for lay-off in excess of fifteen (15) days will require the approval of Trainmaster, and in excess of thirty (30) days will require the approval of Superintendent.

(c) Not less than four hours' advance notice will be furnished before resuming duty.

RULE 16. LEAVE OF ABSENCE

(a) Employees serving on Committee work will, on sufficient notice, be granted leave of absence and such free transportation as is consistent with the regulations of the railroad.

(b) Any employee covered by this agreement accepting a supervisory position on this property or an official position in the service of this company or any of the Burlington Northern System, or being employed exclusively by the United Transportation Union, will retain his seniority rights.

(c) Leave of absence will not be granted to exceed sixty (60) days.

RULE 17. REDUCTION IN FORCE

(a) Switchmen absent on account of reduction in force shall have the privilege of working elsewhere during such leave of absence, subject to call to return if needed.

(b) Switchmen laid off account reduction in force desiring to retain their established seniority rights will file their name and address, and any changes of address, with the superintendent or designated employing officer, and the local chairman (receipt of which will be acknowledged).

Failure to file address in writing at the time laid off, or to furnish changes of address, or failure to report for duty when recalled for service, within fifteen (15) days from date notified (by mail, or telegraph sent to the address last given), or failure to give satisfactory reason for not doing so, or failure to pass the required examinations, will constitute forfeiture of all seniority rights. If a switchman laid off in reduction of force complies with the above provisions and the Operating Rules relating to personal conduct his seniority will be cumulative during the period of his absence.

(c) When it becomes necessary to reduce the number of regular switch crews, the employees on such regular switch crews who are affected by such reduction will be notified sixteen (16) hours before the change is made, subject to the interpretation described in the following example, which is to be considered as typical only and is given to describe the possible working of the rule.

A regular yard engine is assigned to work from 8:00 A.M. to 4:00 P.M. Carrier desires to discontinue this yard engine at the close of business as of today. Therefore, the crew on that regular yard engine will be notified to that effect not later than 4:00 P.M. today, which notice is understood to be sixteen hours' advance notice. Expressed briefly, the sixteen hours' notice will be given sixteen hours before the yard engine is due to begin its next shift.

(d) When an additional switch crew is worked for three days on the same shift, it will be advertised as a regular assignment but does not have to be worked during the advertisement period. The assignment will be worked at least one day following expiration of advertisement before being cancelled.

RULE 18. VACANCIES

(a) **Assignments** - In yards where yard crews are relieved as a unit for the purpose of assigned rest days, this paragraph will be applied as follows: Temporary vacancies* shall be advertised at the expiration of ten (10) days for a period of five (5) days and filled by the senior switchman making written application for same. Assignments will be closed at 10:00 a.m. at the expiration date of advertisement, and assignment will be made by 2:00 p.m. on date assignment expires. If no applications are received, the junior qualified extra switchman will be assigned and cannot return to the extra board until there is a qualified switchman junior to him on the extra board. A change in starting

time of ninety minutes or less will not be considered a new position. (*A temporary vacancy becomes a permanent vacancy at the expiration of ten (10) days.)

(1) In yards where yard crews are relieved as a unit for the purpose of assigned rest days, this paragraph shall be applied as follows: New positions and permanent vacancies shall be promptly advertised for a period of five days and filled as provided by paragraph (a) of this rule. At the end of 48 hours, the senior man working in that particular yard, upon written application, will be allowed to hold the job until the expiration of the five (5) day period.

(b) In yards where members of a yard crew are relieved individually instead of as a unit for the purpose of assigned rest days, this paragraph shall be applied as follows: Temporary vacancies* shall be advertised at the expiration of ten (10) days for a period of five days and filled by the senior switchman making written application for same. Assignments will be closed at 10:00 a.m. at the expiration date of advertisement, and assignment will be made by 2:00 p.m. on date advertisement expires. If no applications are received, the junior qualified extra switchman will be assigned and cannot return to the extra board until there is a qualified switchman junior to him on the extra board. A change in starting time of ninety minutes or less will not be considered a new position. (*A temporary vacancy becomes a permanent vacancy at the expiration of ten (10) days.)

(1) In yards where members of a yard crew are relieved individually instead of as a unit for the purpose of assigned rest days, this paragraph shall be applied as follows: New positions and permanent vacancies shall be promptly advertised for a period of five days and filled as provided by paragraph (b) of this rule, except permanent vacancies will not be advertised if filled under paragraph (c) by a displaced switchman within twenty-four hours from tie-up time of position vacated. At the end of 48 hours,

the senior man working in that particular yard, upon written application, will be allowed to hold the job until the expiration of the five (5) day period.

(c) A switchman displaced by a senior switchman or who has been off for any reason a sufficient time to lose his regular job may displace on twelve hours' advance notice to proper officer, or be permitted to exercise his seniority on any permanent vacancy by giving proper officer three hours' notice in advance of starting time of the job. In connection with a permanent vacancy this will be considered the same as placing formal bid.

(d) No switchman will change from one job to another unless a vacancy occurs, without giving not less than five (5) days' notice in writing to the proper authority of his intention to displace another switchman, junior in seniority. Such notice will be effective on the first assigned day off of the new assignment.

(1) A switchman in the exercise of seniority who changes assignments to a vacancy or a new position, will take the conditions of the assignment, but will not be permitted to work more than five straight time eight-hour shifts in the work week of the assignment which he had at the time of his change of assignment, unless displaced or a new vacancy (other than job vacated) occurs.

(2) No switchman will relinquish regular assignment for extra board without giving five (5) days' notice in writing to the proper authority, unless displaced.

NOTE: It is agreed that the intent and purpose of paragraphs (d), (1) and (2) above is to prevent switchmen from working more than five consecutive days by voluntarily displacing other men or exercising seniority on vacancies. This does not apply to switchmen displaced and will not conflict in the application of Section 5 of Appendix "A".

RULE 19. SELF-PROPELLED WORK EQUIPMENT MACHINES

(a) All yard work where switch crews are maintained shall be done by switchmen except as provided in paragraphs (b), (c), (d) and (e) of this Rule.

(b) Road trainmen shall have the right to man work trains that are operated partly within switching or yard limits and partly on the road adjacent to such yard or switching limits.

(c) Self-propelled pile drivers, clamshells, bridge derricks, rail detector cars and other self-propelled work equipment machines, etc., which cannot be removed from the track by manpower, working wholly within yards where switchmen are employed and handling more than one car at the same time other than tank and/or idler car will be manned by a crew consisting of one foreman and helper. If the machine or not more than one car is handled other than tank and/or idler, crew will consist of foreman only.

(d) Where more than one self-propelled machine is used on one and the same job at the same location, working alternately or simultaneously, only one such crew will be required.

NOTE: It is understood the reference to "one car" in paragraphs (c) and (f) means handling one car at a time other than tank and/or idler car.

(e) It is understood the Woolery or similar type weed burner will be manned by foreman only.

(f) The use of self-propelled machines used exclusively at material yards, tie plants, shops, roundhouse, storehouse, sand house, slag, sand and gravel pits, without switchmen is restricted to the handling, setting out or picking up of not more than one car from one track to another which have been set by yard crews for loading or

unloading. If switching or moves other than provided in this paragraph are required, they will be made by switchmen.

(g) Rail laying machines of the Burro type may be used without a switchman when working with a maintenance gang in laying or picking up rail.

(Excerpt from June 25, 1964 National Agreement)

Section 1(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.

Section 2. Rules or practices under which a locomotive engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work for which such machines are designed are retained.

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

RULE 20. FOOTBOARD YARDMASTERS

(a) When engine foremen are required to act as footboard yardmasters they will be paid for the time required to be on duty, regardless of the number of hours worked by the engine.

(b) Engine foremen acting as footboard yardmasters will be paid not less than two-thirds of one hours' pay in excess of the yard conductor's (foreman) daily rate.

NOTE: When yard engine foremen are required to take instructions and give them to other yard crews or direct the movement of road crews or do any work that is ordinarily performed by a yardmaster they will be entitled to the differential for footboard yardmaster that is specified in (b) hereof.

RULE 21. COUPLING AND UNCOUPLING AIR, SIGNAL AND STEAM HOSE

(a) The use of switchmen to couple or uncouple air, steam and signal hose at Fort Worth, Wichita Falls, Childress and Amarillo may be required by order of Yardmaster, footboard yardmaster or other officers within the defined general switching limits at terminal. Each member of the yard crew performing such service will be paid an independent allowance of \$6.56 and this payment will not be duplicated irrespective of how many times air, signal and steam hose may be coupled during that particular tour of duty. (***) (Subject to Rule 1, Section 2 hereof) The allowance herein provided for shall not be applicable or payable when switchmen are required to couple or uncouple air, signal and steam hose as follows:

- (1) Between engine and car, engine and caboose, or engine and another engine.
- (2) Between cars or between engine and cars where switchmen cut railroad crossings, street or road crossing to permit traffic to use such railroad, street or road crossing.

(3) When air hose coupling break after having been made by carmen.

(4) Making air hose coupling in connection with a double-over, this exception is confined to the final movements of doubling trains or transfer deliveries together after coupling is completed, and does not have reference to the switching of cars from one track to another.

(b) Switchmen will not be required to couple or uncouple signal and steam hose, or more than one coupling or uncoupling of air hose, between engine and first car on passenger equipment where carmen are on duty.

(c) Nothing in this Rule shall be construed as intending that only switchmen may perform the functions outlined in the exceptions herein.

(d) The independent allowance provided for herein shall be paid separate and apart from the work day, and will not be considered as an arbitrary or special allowance subject to be increased in present or in future negotiations but shall remain separate and apart from all other compensation.

(e) It is understood that switchmen will not be required to couple or uncouple air hose on cars that are not switched or otherwise handled by them.

RULE 22. SAFETY APPLIANCES

(a) Switchmen will not be required to work more than one shift with an engine unless equipped with side steps, grab iron and suitable lights.

(b) Switchmen will not be required to couple or uncouple safety chains or curtains on either passenger or freight cars, nor shall they be required to chain up cars where car repairers are maintained.

RULE 23. INVESTIGATING PROCEDURES

(a) No switchman will be dismissed or sustain an entry upon his service record until after a fair and impartial investigation has been held, except switchmen may waive investigation and accept responsibility and discipline in the form of an entry on their service record or temporary suspension not to exceed thirty calendar days. In case of suspension, waiver of investigation will specify period of suspension.

(b) All investigations will be held promptly, and if the presence of an employee is desired he will be notified in writing or by telegraph of the date, hour, place and purpose of the investigation and he will be given forty-eight (48) hours if necessary from receipt of notice in which to arrange for representation.

(c) The investigation date will not be set later than ten (10) days from the date of an accident or alleged violation of operating rules except that personal cases will be subject to the ten (10) day limit from the date information is obtained.

(d) At the investigation the employee may present witnesses in his behalf and may be assisted by one or more duly accredited representatives or an employee of his choice. Employees attending investigations may hear all testimony offered and they and their representatives will be afforded opportunity to question witnesses after the investigating officer has concluded his interrogation of the witness. All testimony will be entered verbatim into the record of the case and a copy of the record will be supplied Local or General Chairman upon request.

(e) Decision shall be rendered within thirty (30) days following the investigation and written notice will be given each employee to whom discipline is assessed and the employee will receipt for same. The right of any employee to appeal from the decision of the Company through regular channels is conceded.

(f) Switchmen required by the Carrier to attend investigations, when not found at fault, will be paid:

(1) If investigation is conducted continuous with completion of the working shift or is started not to exceed one (1) hour after completion of shift, or is started not to exceed one (1) hour in advance of the starting time of shift, work and time in attendance at investigation shall be combined and paid for on continuous time at pro rata rate of pay.

(2) If investigation is conducted during work shift, no additional payment will be made for attending investigation.

(3) If investigation is not held as outlined in Items 1 and 2 hereof, switchmen not found at fault will be paid for actual time so held with a minimum of four hours at pro rata rate, this time to commence on arrival at place where investigation is to be held and to continue until released.

(4) If switchman is unable to work the same day because of attendance at investigation, and it is an assigned working day for him, no compensation will be allowed under this rule but he will receive pay for time lost, if not found at fault.

NOTE: Provisions of this paragraph (f) are not applicable (1) to switchmen attending investigation held because of a complaint made by one employee against another, or (2) to switchmen desired by employees as their witnesses under paragraph (b) of this Rule 24 unless, in advance of or during the investigation, it is determined that the witness has information essential to the matter under investigation.

(g) Any appeal from such decision will be handled under the provisions of General Rule 3.

RULE 24. COMPLAINTS

All charges and reports made against any switchman by another switchman shall be made in writing and the accused furnished with a copy of same. Verbal complaints will not be entertained.

RULE 25. HELD OFF ON COMPANY BUSINESS

Switchmen held off on Company business will be paid actual time lost and when necessary to leave home, will be allowed their legitimate expenses. This applies to extra men as well as regular men.

RULE 26. SPECIAL ALLOWANCES

(a) Subject to General Rule 5, where regularly assigned to perform service within switching limits, switchmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service. (Pursuant to Rule 1, Section 2, hereof.)

RULE 27. INTERPRETATION OF AGREEMENT

Rulings made by the proper general officer of the railroad with reference to any article of the agreement will be made in writing, and General Chairman of the United Transportation Union - party to the agreement - will be given a copy. It is conceded that the General Chairman has the right to challenge any interpretation or ruling within

fifteen (15) days; when such challenge is made, the proper officers of the Carrier will meet with the General Chairman within ten (10) days to endeavor to reach an agreement on the interpretation or ruling in question.

RULE 28. FOREMEN HANDLING INTERCHANGE REPORTS.

Yard foremen will be allowed an arbitrary payment of thirty (30) minutes at pro rata rate when required to deliver per diem reports and/or waybills in interchange on cars not actually handled by them at the time interchange is made. (Pursuant to Rule 1, Section 2, hereof).

RULE 29. DURATION OF AGREEMENT

The rates of pay, rules and working conditions contained herein constitute the agreement between the Fort Worth and Denver Railway Company and United Transportation Union for switchmen, effective September 16, 1960, as revised _____, and shall continue in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

For: UNITED TRANSPORTATION
UNION

For: BURLINGTON NORTHERN
RAILROAD COMPANY

General Chairman

Assistant Vice President
Labor Relations

APPROVED:

International Vice President

YARD SERVICE APPENDIX

Appendix A	Article 3 of the Five Day Work Week Agreement
Appendix B	Swing Helper Agreement
	1) Ft. Worth
	2) Amarillo
Appendix C	American Elevator and Storage Company Agreement
Appendix D	Heard Elevator Agreement
Appendix E	North Yard Agreement (Yard)

APPENDIX A

FIVE DAY WORK WEEK

EXCERPT FROM AGREEMENT OF SEPTEMBER 21, 1950

ARTICLE 3

Section 1

(a) Effective October 1, 1950, the carriers will establish for all employees represented by the United Transportation Union, a work week of 5 basic days. Except as otherwise provided in this agreement, the work week will consist of 5 consecutive days with two days off in each seven. The foregoing work week rule is subject to all other provisions of this agreement.

(b) The designated officer or officers on each railroad and the representative or representatives designated by the Union will meet prior to October 1, 1950 and agree on details and methods for rebulletining and reassigning jobs to conform with the 5-day week. After all initial changes have been made to place the 5-day week in effect, subsequent changes will be made in accordance with schedule agreement rules.

Section 2

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

Section 3

(a) When service is required by a carrier on a day off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by combination of regular and regular relief assignments or by extra employees (existing

rules or practices under which unassigned employees may be used are preserved). Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have 5 consecutive days of work with designated days of service. They may have different starting times on different days within the periods specified in the starting time rules, and different points for going on or off duty on different days. Bulletins for regular relief assignments will contain a brief description of the general work comprehended but such descriptive title will not be a limitation as to the work which may be required of a relief crew. The general intent is to define as far as practicable work to be performed by relief crews. 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.

As far as practical regular relief assignments for crews or individuals shall be confined to two different starting time periods but this will not prohibit an assignment within three different starting time periods when necessary relief assignments cannot otherwise be set up at straight-time rates.

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

(c) Regular relief assignments for yard crews will be established for the crew as a unit wherever practicable. However, in situations where it is impractical to relieve crews as a unit, the designated days off need not be the same for individual members of a crew. 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 to be performed. Representatives of the carrier and of the

employees (General Chairman) will cooperate in designating days off of individual members of a crew.

(d) Representatives of the carrier and the union will cooperate in the establishment of an extra board at each point where yard service is maintained to the end that relief service may be provided but in cases where a day of relief is to be filled and cannot be made a part of a regular relief assignment in a one engine or two engine yard and there are no extra men at the point, such day or days will be filled by the regular assigned men and paid at straight-time rates.

(e) Where there is not sufficient relief work to provide a regular relief assignment of 5 days per week, it will be permissible by agreement between the General Chairman and authorized carrier representatives to make a regular relief assignment for less than 5 days per week, and the man so assigned may then go to the extra board in his proper turn and protect extra work to and including a 5th day of his work week, but this will not constitute a guarantee of 5 days per week for the holder of such an assignment.

(f) Any rules which require a carrier to make a 6 or 7 day assignment shall be eliminated.

Section 4

Where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employees, and the situation cannot be met as provided in Section 3(e), the rest days may be non-consecutive or rest days may be accumulated over a period not to exceed five consecutive weeks.

Section 5 - Regular Employees

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

(b) Regular assigned employees worked more than five straight-time eight-hour shifts 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, or additional days are being worked under Section 3(d);
- (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 even an additional day's pay at the straight-time rate is paid to an employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five 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 rate for work referred to in paragraph (b) of this Section 5, be utilized in computing the five straight-time eight-hour shifts referred

to in such paragraph (b) of this Section 5, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this agreement.

(d) Any tour of duty in road service shall not be considered in any way in connection with the application of this agreement, nor shall service under two agreements be combined in computations leading to overtime under the 5-day week.

Section 6 - Extra Employees

(a) Existing rules which relate to the payment of daily overtime for extra employees and practices thereunder are not changed hereby. Any shift in excess of eleven straight-time shifts in a semi-monthly pay period will be paid for at overtime rates.

NOTE: It is recognized that the carrier is entitled to have an extra employee work eleven straight-time shifts in a semi-monthly pay period without regard to overtime shifts which may be worked under provisions of the agreement of August 11, 1948. After an extra man has worked eleven straight-time shifts he will remain on the extra board but will not be used during the remainder of that period if other extra men are available who can work at the straight-time rate.

(b) In the event an additional day's pay at the straight-time rate is paid to an extra employee for other service performed or started during the course of his tour of

duty, such additional day will not be utilized in computing the eleven straight-time shifts referred to in paragraph (a) of this section.

(c) The principles outlined in Section 5 (c) and (d) shall be applicable to extra employees in the application of this Section 6.

Section 7

Existing weekly or monthly guarantees producing more than 5 days per week shall be modified to provide for a guarantee of 5 days per week. Nothing in this agreement shall be construed to create a guarantee where none now exists.

Section 8

(a) All regular or regular relief assignments for employees shall be for five (5) calendar days per week except as otherwise provided in this agreement.

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

(c) A regular assigned employee who under schedule rules goes on the extra board, may work on that board for the remainder of the semi-monthly pay period, provided the combined days worked on the regular assignment and the extra board do not exceed eleven (11) straight-time days.

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

Section 9

Rules and practices relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation of working lists or "mark-up board," the right to claim work, etc., shall be changed or eliminated to conform to the provisions of this agreement and to permit the operation of the reduced work week on a straight-time basis with reasonable regularity.

APPENDIX B
SWING HELPER AGREEMENT
(1) FORT WORTH, TEXAS

Although Rule 3 of the current agreement provides "Switch crews shall consist of a foreman and two helpers," exception is made to the crew consist at Fort Worth, Texas, whereby a third or swing helper may be assigned to each of three or less number of regularly assigned yard crews (but not over three), and will be those crews which regularly perform switching at the passenger station in connection with regularly-assigned passenger trains. This agreement applies solely to operations at Fort Worth, Texas, and will not apply to any other yard or point on the railroad and will in no way establish a precedent or affect operations at any other yard or point.

The third helper assigned to such crews may be required regardless of Rule 3 to work apart from his crew for the purpose of handling switches, setting out and picking up cars, accompanying trains, equipment and light engines, and, when necessary, the performance of bona fide pilot service. Additional duties may be required of swing or third helper, such as "bleeding" air on freight trains, throwing switches for arriving and departing trains, and assisting road crews in doubling over.

The swing or third helper may be regularly or irregularly started to work in advance of yard crew without incurring any penalty payments under Rules 3 or 4 of the current agreement.

The rate of pay of swing helpers will be adjusted to that of yard foreman's rate. Although paid the same rate as foremen, the swing helper will continue to be under the supervision of foreman and work under his instructions.

In the event that delayed trains require the services of two swing helpers at the same time for these particular duties, the protection of the service will be accomplished

preferably by working a swing helper overtime, but if on some occasions this is not practicable a yard helper from another crew will be called to do the swing helper work and his pay for that day will be converted to swing helper rate of pay.

The area in which the switch handling and the accompanying of trains, equipment and light engines by swing helper will occur, will be a restricted one. This will be done from any track of the Seventeenth Street coach yard; from the roundhouse lead; and from any track on south end of Seventeenth Street train yard; which means between those locations and the passenger station in either direction, by any route. Swing helper may be required to handle switches at Sixth Street cross-over, but this will not act to prevent these switches being handled by road brakeman.

This agreement will not be construed as prohibiting the use of any yard crew in the performance of switching in the passenger station, and will not interfere with or change in any manner the throwing of switches by road employees to permit trains to enter or leave the terminal.

SWING HELPER AGREEMENT

(2) AMARILLO, TEXAS

Although Rule 3 of the current agreement provides "Switch crews shall consist of a foreman and two helpers," exception is made to the crew consist at Amarillo, Texas, whereby a third or swing helper may be assigned to each of three or less number of regularly assigned yard crews (but not over three), and will be those crews which work during periods when light engines are to be handled for passenger trains between passenger station and roundhouse, or between yard and roundhouse, in connection with regularly assigned passenger trains. (It is understood that presently none of this work exists.) This agreement applies solely to operations at Amarillo, Texas, and will not

apply to any other yard or point on the railroad and will in no way establish a precedent or affect operations at any other yard or point.

The third helper assigned to such crews may be required regardless of Rule 3 to work apart from his crew for the purpose of handling switches, accompanying trains, equipment and light engines, and, when necessary, the performance of bona fide pilot service. Additional duties may be required of swing or third helper, such as "bleeding" air on freight trains, throwing switches for arriving and departing trains, and assisting road crews in doubling over.

The swing or third helper may be regularly or irregularly started to work in advance of yard crew without incurring any penalty payments under Rules 3 or 4 of the current agreement.

The rate of pay of swing helpers will be adjusted to that of yard foreman's rate. Although paid the same rate as foreman, the swing helper will continue to be under the supervision of foreman and work under his instructions.

In the event that delayed trains require the services of two swing helpers at the same time for these particular duties, the protection of the service will be accomplished preferably by working a swing helper overtime, but if on some occasions this is not practicable a yard helper from another crew will be called to do the swing helper work and his pay for that day will be converted to swing helper rate of pay.

The area in which the swing helper will perform the particular work hereinabove described will be a restricted one, and will extend from the roundhouse on the south to the main track switch at Mile Post 336.18 in the vicinity of Van Buren Street on the north.

This agreement will not be construed as prohibiting the use of any yard crew in the performance of switching in the passenger stations, and will not interfere with or change in any manner the throwing of switches by road employees to permit trains to enter or leave the terminal.

APPENDIX "C"

AMERICAN ELEVATOR AGREEMENT

It is agreed that the following will govern in switching the American Elevator and Storage Company, Inc., located at Saginaw in the vicinity of Mile Post 9, contingent upon a similar agreement being reached by the Gulf, Colorado and Santa Fe and its employees:

(1) That the switching service required to serve the Elevator will be performed in alternate periods of four months by GC&SF and BN employees, meaning that one road will handle it for a period of four (4) consecutive months and the other road will handle it for the next four (4) consecutive months, and so on.

(2) That during each alternate period the road not then performing the switching shall place its inbound cars on Track 4 (Heard Elevator), Track 5 (Heard Elevator) and/or on the interchange track at Saginaw designated by bulletin for delivery to the other line, and such cars shall thereafter be handled by the crews of the road then performing the switching service.

(3) That outbound cars for the road not then performing the switching service shall be assembled by crews of the road performing it and will be placed on Track 4 (Heard Elevator), Track 5 (Heard Elevator) and/or on the interchange track at Saginaw designated by bulletin for delivery to the other line, for movement therefrom by the crews of the road not then performing the switching.

(4) When GC&SF crews are performing the switching service they will be permitted to use BN trackage leading to the industry and when BN crews are performing the switching service they will be permitted to use GC&SF trackage leading to the industry, it being understood that all of the above named tracks can be used by either Company for through movements to reach either end of the Elevator installations. It is agreed that GC&SF and BN crews will not use or foul the main tracks of the other road.

(5) That GC&SF employees shall not establish seniority on the BN nor shall BN employees establish seniority on the GC&SF, by reason of the use of the trackage described hereinabove.

(6) In the inauguration of the agreement for switching by the crews of the respective Companies in alternate four (4) month periods, the road that first performs the service will be the one not then performing the switching at Heard Elevator, and this period will cease when next due to perform work at Heard Elevator, and thereafter the crews of the two Companies will alternate in handling the work for four (4) consecutive months, in order that when GC&SF crews are switching Heard Elevator, BN crews will be switching American Elevator and Storage Company and vice versa.

APPENDIX "D"

HEARD ELEVATOR AGREEMENT

(1) The switching service required to serve the elevator will be performed in alternate periods by GC&SF and BN employees. The road which first performs the service will handle it to the end of the calendar month in which the service is started and for two consecutive months thereafter, and the other road will handle for the next two consecutive calendar months. Thereafter the road which first performs the service will handle it for the following four consecutive months, after which the other road will handle it for the next succeeding four consecutive calendar months; and the two

railroads will then alternate in handling the work for four consecutive calendar month periods. The change in operation from one road to the other will be effective at 12:01 AM on the first day of each four months' period.

(2) That during each alternate period, the road not then performing the switching shall place its inbound cars on the outside or east track between the turnouts heretofore described, except when it is filled to capacity, in which event the excess cars will be placed on one of the other tracks and such cars shall thereafter be handled on such trackage by the crews of the road then performing the switching service.

(3) That outbound cars for the road not performing the switching service shall be assembled by the crews of the road performing it and will be placed on the outside or east track between the turnouts as hereinabove described, first out on the north end of GC&SF and first out on the south end of BN, for movement therefrom by the crews of the road not then performing the switching.

(4) That in performing the service of one road for the other hereunder, GC&SF and BN employees will be limited to the trackage between the turnouts heretofore described and will not use or foul the main track of the other road.

(5) That GC&SF employees shall not establish seniority on the BN, nor shall BN employees establish seniority on the GC&SF, by reason of this joint service.

(6) It is understood the GC&SF employees will first perform the service when the elevator is placed in operation.

APPENDIX E

North Yard Agreement (Yard)

In connection with the Carrier's plan to handle its trains at North Yard, Fort Worth, instead of at 9th-17th Street, Fort Worth, and have switch crews report for duty at North yard, it is agreed that:

1. Locker, washroom and toilet facilities will be made available in a yard office building to be located in the vicinity of Mile Post Six. Switch crews will be required to report for duty and be relieved from duty at that point.

2. In disposition of this and other matters, paragraphs (a) through (f) of Section C of Memorandum of Agreement signed at Fort Worth, Texas on February 12, 1966 will become effective on the first date switch crews are required to report for duty and relieved from duty at North Yard.

The Carrier's proposal referred to in Section C of the aforementioned agreement will continue to be held in abeyance for the effective date of an agreement reached nationally in disposition of that notice or upon the property.

3. Switch crews who report for duty and are relieved from duty at North yard will be allowed one 30-minute arbitrary payment, separate and apart from other earnings and this allowance will only apply to switchmen who have established seniority as of the date required to report for duty and relieved from duty at North yard. Switchmen required to work two consecutive shifts (double) will only receive one payment of thirty (30) minutes under this paragraph. (see Rule 1, Section 2 of Yard Service Agreement)