

**The Atchison, Topeka & Santa Fe  
Railway Company**  
EASTERN AND WESTERN LINES  
(excluding Northern and Southern Divisions)

SCHEDULE OF  
**Rates, Rules**  
AND  
**Regulations**  
FOR  
**Locomotive Engineers**

**Effective June 1, 1964 as to Rates**

**Effective May 1, 1966 as to Rules**

**Russell 5-66 7M 1622**

The Index appearing on the following pages is solely for the purpose of aiding in locating the various subjects and it is not an interpretation of, or a part of, the individual rules.

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# **The Atchison, Topeka & Santa Fe Railway Company**

## **EASTERN AND WESTERN LINES**

**(excluding Northern and Southern Divisions)**

**The following Schedule of Rates, Rules and  
Regulations is hereby agreed upon between this  
Company and its Locomotive Engineers.**

### **ARTICLE 1**

(a) No payment of arbitraries or special allowance rules shall operate to produce duplicate payment in either time or mileage.

#### **Captions**

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

**Article 2**

**ARTICLE 2**

**Rates of Pay Passenger Service**

(a) The compensation of Engineers in passenger service shall be as follows:

**Standard Basic Daily and Mileage Rates of Pay,  
All Territories, As of June 1, 1964**

<b>WEIGHT ON DRIVERS (Pounds)</b>	<b>Daily Rates</b>	<b>*Mileage Rates (Cents)</b>
Less than 80,000	\$22.01	20.26
80,000 and less than 100,000	22.01	20.26
100,000 and less than 140,000	22.10	20.35
140,000 and less than 170,000	22.18	20.43
170,000 and less than 200,000	22.27	20.52
200,000 and less than 250,000	22.36	20.61
250,000 and less than 300,000	22.44	20.69
300,000 and less than 350,000	22.53	20.78
350,000 and less than 400,000	22.61	20.86
400,000 and less than 450,000	22.70	20.95
450,000 and less than 500,000	22.79	21.04
500,000 and less than 550,000	22.87	21.12
550,000 and less than 600,000	22.96	21.21
600,000 and less than 650,000	23.04	21.29
650,000 and less than 700,000	23.13	21.38
700,000 and less than 750,000	23.21	21.46
750,000 and less than 800,000	23.30	21.55
800,000 and less than 850,000	23.38	21.63
850,000 and less than 900,000	23.47	21.72
900,000 and less than 950,000	23.55	21.80
950,000 and less than 1,000,000	23.64	21.89
1,000,000 pounds and over....	With 8¢ and 9¢ alternately added for each 50,000 lbs. or fraction thereof	

\*Mileage rates apply only to miles run in excess of 100.

## Article 2

(b-1) In all passenger service, the earnings from mileage, overtime or other rules applicable, for each day service is performed, shall be not less than \$23.53 for engineers.

(b-2) In applying the \$23.53 minimum for engineers in passenger service, it is intended that on assignments where the men run so as to make only the equivalent of a single trip in one direction each day, they shall be paid the guaranteed minimum for each single trip.

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

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

### **Basic Day - Passenger Service**

(c) One hundred miles or less (straight-away or turn-around) five hours or less, except as provided in Paragraph (d) of this Article 2 shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rate provided

### **Overtime - Passenger Service**

(d) On the turn-around trips in passenger service where the single is less than one hundred miles, and eight hours has expired between calls, two hundred miles will be allowed. It is understood that in case eight

## **Article 2**

hours or more has expired between calls, no overtime will be allowed on either leg of the run until the time on duty on that leg has exceeded eight hours; if on duty on either leg in excess of eight hours, all time on duty in excess of eight hours will be paid for as overtime. This will not apply to assigned short runs where two or more round trips are made in one day. Twelve and one-half miles per hour will be the running time where continuous time is used.

(e) Engineers on other passenger runs shall be paid overtime on a speed basis of 20 miles per hour computed continuously from the time required to report for duty until released at the end of the last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service performed, overtime shall not accrue until the expiration of 5 hours from the time of first reporting for duty.

(f) Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of one-eighth of the daily rate herein provided.

### **Irregular Passenger Trains**

(g-1) An irregular passenger train will include any passenger train not shown on time table. This will include soldier trains, excursion trains, deadhead equipment trains, and trains consisting of business cars, etc. Pay of engineers in irregular passenger service shall be twenty (20) miles per hour with a minimum of eight hours or one hundred and sixty (160) miles per day. If the business of a regular carded train warrants more than one section, the other sections will be handled at regular passenger rates and rules.

## Article 2

(g-2) The following will govern the application of Paragraph (g-1) of this Article 2:

First: Engineers handling company official specials may be run into, out of and through terminals in continuous service for continuous time.

Second: Engineers handling revenue irregular passenger trains may be run into, out of and through terminals where no extra passenger board is maintained in continuous service for payment of continuous time and may also be used in continuous service for continuous time on the same district into and out of terminals where extra passenger board is maintained, but will not be run onto another district through a terminal where extra passenger board is maintained except subject to the first in, first out rule. When run onto another district through a terminal where extra passenger board is maintained, engineers handling revenue irregular passenger trains will start a new day.

Third: When engineers are run off their seniority district, a new day will be paid for service on the foreign seniority district; this not to be considered as applying to extra passenger engineers assigned to protect service over two or more seniority districts or where engineers regularly use part of a neighboring division in protecting service on their seniority district.

Fourth: The present practice of tying up engineers in irregular passenger service at any point without pay for time tied up will continue in effect.

(g-3) Where an unassigned section of a regular carded passenger train is made up exclusively of four cars, the engineer handling such section of a regular

## **Article 2**

carded train will be entitled to pay on the basis of the irregular passenger rule, and, where an unassigned extra section of a regular carded passenger train consists of both tour cars and regular equipment, determination as to whether it constitutes an irregular passenger train or a section of a regular passenger train will be based on the predominant equipment; i.e., if predominantly tour cars, pay will be allowed as an irregular passenger train, otherwise payment will be the same as if the train consisted only of regular equipment.

### **Motor Cars**

(h) Engineers handling motor cars in passenger service, regardless of whether operated by gasoline, steam, electricity or other motive power, to be paid \$22.01 per hundred miles or less.

### **Initial Terminal Delay - Passenger Service**

(i-1) Initial terminal delay shall be paid on a minute basis to engineers in passenger service after one (1) hour's unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal ("terminal" means passenger station or other starting point from which the train actually departs), at one-eighth (1/8) of the basic daily rate, according to class of engine used, 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.

Where mileage is allowed between the point of reporting and the point of departure, each mile so allowed will extend by three (3) minutes the one (1)

hour period after which initial terminal delay payment begins.

(i-2) When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

(i-3) When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

Note: Where existing schedule rules require a carrier to bring engineers on duty more than forty-five (45) minutes prior to departure of the train on which they are to be used, such rules shall be revised to permit the Management to designate the time they are to report for duty.

*(From Section 10 of National Agreement dated August 11, 1948.)*

**Final Terminal Delay - Passenger Service**

(j) For passenger service, final terminal delay shall be computed from the time train reaches terminal station.

(k) Final terminal delay, after the lapse of thirty minutes, will be paid for the full delay at the end of the trip, at the overtime rate on a minute basis.

(l) If road overtime has commenced, terminal overtime shall not apply, and road overtime will be paid to point of final relief.

**Back-ups Between Kansas City and Argentine**

(m) Engineers in passenger service will be paid \$2.845 per hour for handling back-ups between Kansas

## **Article 2**

City and Argentine. Time set to depart from Argentine shall be but one hour in advance of the schedule leaving time at Kansas City and one hour only will be paid and not to exceed that for handling back-ups Argentine to Kansas City. In handling back-ups from Kansas City to Argentine time will be computed from actual time of arrival at Kansas City Union Depot, and will terminate with time engine is placed on ingoing or designated roundhouse track at Argentine. If less than one hour, one hour will be paid. Overtime on the outgoing trip will be computed on a minute basis.

### **Extra Passenger Service**

(n-1) An extra passenger board will be maintained at points where it can be supported; the same to be considered preferred service and the senior engineers to be eligible for same.

(n-2) When engineers' passenger extra board is not maintained or when such board is exhausted, extra passenger service will be protected by the first-out qualified pool freight or combined freight board engineer on the district at time of call. Under this rule, engineers used in extra passenger service will take the turn and working conditions of the men they relieve and will go to the foot of the board upon return to the terminal.

### **10-Day Vacancy and Standing Bid Rule – Passenger Service**

(o-1) Commencing with the effective date of this Agreement, engineer vacancies (including vacations) in passenger service, including extra board, when known to be for ten (10) days or longer, will be considered as permanent and filled by standing bids from qualified engineers.

## Article 2

(o-2) When an engineer is assigned to a vacancy through a standing bid, all such bids he has on file will be destroyed, and it will be necessary that he file a new bid if he desires to be considered for any other vacancy.

(o-3) An engineer whose former assignment has been filled during his absence under Paragraph (o-1) hereof, will, upon marking up for service, exercise seniority over any engineer his junior, subject to Rule 7 of the Engineers' Assignment Rules.

(o-4) (a) New assignments (other than passenger extra board) will be advertised, the senior qualified applicant therefor during the bulletin period to be assigned at the time the bulletin closes. An assignment that has been impaired under Rule 2 of the Engineers' Assignment Rules will be advertised as a new assignment.

(o-4) (b) Advertisements will be posted for at least four (4) days, but not to exceed seven (7) days, prior to assignment.

(o-5) New assignments to the passenger extra board will be filled the same as vacancies under Paragraph (o-1) hereof.

(o-6) If no bids are received for an engineer vacancy or new assignment in passenger service, the senior qualified freight engineer will be assigned.

(o-7) The Carrier will not incur penalty in deadheading extra men to outside assignments to relieve other extra men who may stand for assignment under this rule.

(o-8) An engineer force assigned to a permanent vacancy on an outside assignment for which no bid received under this rule will be allowed pay under the deadhead rules.

## **Article 2**

- NOTE:
- (1) Bids must be in writing and filed with the proper authority with a copy to the Local Chairman of the Brotherhood of Locomotive Engineers.
  - (2) Standing bids shall designate the assignments desired in both passenger and freight service in preference order; i.e., the most desired will be designated as first, the next most desired as second, etc. In the event an applicant is the senior bidder for more than one vacancy being filled simultaneously, he will be assigned to the one for which he has indicated the greatest preference.
  - (3) A standing bid may be changed or withdrawn at any time prior to the date it is honored by serving written notice to the proper authority with copy to the Local Chairman, but such change or withdrawal will not be effective until five days after it is filed.

### **Regular Runs For Passenger Engineers**

- (p) Passenger engineers will, so far as practicable, be kept on regular runs.

### **La Junta - Albuquerque Passenger Service**

- (q) Colorado Division passenger engineers between Albuquerque and La Junta will run first in, first out on their assigned districts.

### **Extra Passenger Engineers Holding Runs Between Las Vegas and Albuquerque**

- (r) On the Fourth District of the Colorado Division between Las Vegas and Albuquerque, an extra engineer will hold the run that he is called for until relieved by

the regular engineer or the run is advertised and bid in, or assigned by standing bid.

**ARTICLE 3**

**Rates of Pay - Freight and Miscellaneous Service**

(a-1) Rates for engineers in through and irregular freight, pusher, helper, mine run or roustabout, work, wreck, construction, snow plow, circus trains, trains established for the exclusive purpose of handling milk, and all other unclassified service shall be as follows:

**Standard Basic Daily and Mileage Rates of Pay –  
All Territories - As of June 1, 1964**

Weight on Drivers (pounds)	With Helper		Without Helper	
	Daily Rates	*Mileage Rates (cents)	Daily Rates	*Mileage Rates (cents)
Less than 140,000	\$23.54	21.79	\$25.04	23.29
140,000 and less than 200,000	23.97	22.22	25.47	23.72
200,000 and less than 250,000	24.14	22.39	25.64	23.89
250,000 and less than 300,000	24.29	22.54	25.79	24.04
300,000 and less than 350,000	24.44	22.69	25.94	24.19
350,000 and less than 400,000	24.65	22.90	26.15	24.40
400,000 and less than 450,000	24.86	23.11	26.36	24.61
450,000 and less than 500,000	25.07	23.32	26.57	24.82
500,000 and less than 550,000	25.28	23.53	26.78	25.03
550,000 and less than 600,000	25.46	23.71	26.96	25.21
600,000 and less than 650,000	25.64	23.89	27.14	25.39
650,000 and less than 700,000	25.82	24.07	27.32	25.57
700,000 and less than 750,000	26.00	24.25	27.50	25.75
750,000 and less than 800,000	26.18	24.43	27.68	25.93
800,000 and less than 850,000	26.36	24.61	27.86	26.11
850,000 and less than 900,000	26.54	24.79	28.04	26.29
900,000 and less than 950,000	26.72	24.97	28.22	26.47
950,000 and less than 1,000,000	26.90	25.15	28.40	26.65
1,000,000 pounds and over	With 18¢ added for each additional 50,000 lbs. or fraction thereof			

\*Mileage rates apply only to miles run in excess of 100.

### **Article 3**

(a-2) The term "helper" as used herein will be understood to mean the second man employed on locomotives other than steam power.

#### **Basic Day – Freight and Miscellaneous Service**

(b) In all classes of service covered by Paragraph (a-1) of this Article 3, except circus trains, 100 miles or less eight hours or less (straight-away or turn-around) shall constitute a day's work; miles in excess of miles required for a minimum day will be paid for at the mileage rates provided.

#### **Overtime – Freight and Miscellaneous Service**

(c) 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 by 12-1/2. Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate.

#### **Local Differential**

(d) For local or way freight service, 56 cents per 100 miles or less for engineers shall be added to the through freight rates; miles over 100 to be paid for pro rata.

#### **Snow Plow Service**

(e) Through freight rates and rules apply only to engineers on locomotives regularly equipped with plows, or pushing wedge, rotary or Jull plows, while assigned to snow plow service. Engineers in snow plow service shall not be paid continuous time when tied up at intermediate points for rest or other causes.

#### **Circus Trains**

(f) Engineers handling circus trains that stop to exhibit will be paid twelve hours and forty-eight

### Article 3

minutes or one hundred sixty (160) miles for each move, including loading and unloading of circus, with overtime on 12-1/2 miles per hour basis. If less than twelve hours and forty-eight minutes are used in last move, actual time will be paid with a minimum of one hundred (100) miles, provided circus is not unloaded on arrival. Engineers used in other service during time circus is exhibiting shall be paid extra therefor, according to the class of service performed. For handling circuses that do not exhibit between terminals crews shall be paid freight rates. Engineers tied up at intermediate points with circus trains for twenty-four (24) consecutive hours and not used, will be paid one hundred (100) miles.

#### **First-In First-Out**

(g) Freight engineers in unassigned service will run first in, first out of terminals on their assigned districts, except as provided in Paragraph (h) of this Article 3. The arrival time at a designated point at individual terminals, as may be agreed to locally, will govern their mark-up time on the board at such terminals. The second sentence of this rule not to apply to engineers protecting temporary work trains performing work train service both inside and outside of switching limits at the terminal.

#### **Freight Turnarounds**

(h) Engineers in pool or irregular freight service may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles with a minimum of 100 miles for a day, provided (1) that the mileage of all the trips does not exceed 100 miles, (2) that the distance run from the terminal to the turning point does not exceed 25 miles, and (3) that

### **Article 3**

engineers shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day subject to the first in first out rule.

#### **Initial Terminal Delay - Through Freight Service**

(i-1) Initial terminal delay shall be paid on a minute basis to engineers in through freight service after one (1) hour and fifteen (15) minutes' unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at one-eighth (1/8) of the basic daily rate, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under 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.

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of one (1) hour and fifteen (15) minutes after which initial terminal delay payment begins.

NOTE: The phrase "through freight service" as used in this rule does not include pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher, district runs, local freight and mixed service.

### Article 3

(i-2) When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

(i-3) When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

NOTE: Where existing schedule rules require a carrier to bring engineers on duty more than forty-five (45) minutes prior to departure of the train on which they are to be used, such rules shall be revised to permit the Management to designate the time they are to report for duty.

*(From Section 11 of National Agreement dated August 11, 1948.)*

#### **Final Terminal Delay - Freight Service**

(j-1) For freight service, final terminal delay shall be computed from the time the engine reaches designated main track switch connection with the yard track.

(j-2) Final terminal delay, after the lapse of thirty (30) minutes, will be paid for the full delay at the end of the trip. If road overtime has commenced, terminal overtime shall not apply, and road overtime will be paid to point of final relief. If road overtime has not commenced, the final delay shall be paid at the pro rata hourly rate up to the point where overtime period begins, and at an hourly rate of three-sixteenths (3/16) of the daily rate thereafter, all on the minute basis.

## Article 3

### Switching At Terminals

(k) Switching done at terminals where switch engines are not employed will be paid for as follows: Where the mileage of the trip is 100 or more, or the time consumed on the road trip computed from the time of departure from the initial terminal is eight hours or more, switching at the initial terminal will be paid for at pro rata on the minute basis from time of reporting for duty until time of departure; and switching at the final terminal will be paid for at pro rata on the minute basis up to the time where road overtime commences, and at time and one-half thereafter. Where the mileage of the trip is less than 100 and the time consumed on the road trip is less than eight hours, no payment will be allowed under this rule.

### 10-Day Vacancy and Standing Bid Rule - Road Freight Service

(1-1) Commencing with the effective date of this Agreement, engineer vacancies (including vacations) in all classes of road freight service, including extra board, when known to be for ten (10) days or longer, will be considered as permanent and filled by standing bids.

(1-2) When an engineer is assigned to a vacancy through a standing bid, all such bids he has on file will be destroyed, and it will be necessary that he file a new bid if he desires to be considered for any other vacancy.

(1-3) An engineer whose former assignment has been filled during his absence under Paragraph (1-1) hereof will, upon marking up for service, exercise seniority over any engineer his junior, subject to Rule 7 of the Engineers' Assignment Rules.

### Article 3

(1-4) (a) New assignments (in other than pool freight and the extra board) will be advertised, the senior applicant therefor during the bulletin period to be assigned at the time the bulletin closes. An assignment that has been impaired under Rule 2 of the Engineers' Assignment Rules will be advertised as a new assignment.

(1-4) (b) Advertisements will be posted for at least four (4) days, but not to exceed seven (7) days prior to assignment.

(1-5) New assignments in pool freight and the extra board will be filled the same as vacancies under Paragraph (1-1) hereof.

(1-6) If no bids are received for an engineer vacancy or new assignment, the senior demoted engineer will be placed on the engineers' working list to fill such vacancy at the time assignment is made.

(1-7) The Carrier will not incur penalty in deadheading extra men to outside assignments to relieve other extra men who may stand for assignment under this rule.

(1-8) An engineer force assigned to a permanent vacancy on an outside assignment for which no bid received under this rule will be allowed pay under the deadhead rules.

- NOTE:
- (1) Bids must be in writing and filed with the proper authority with a copy to the Local Chairman of the Brotherhood of Locomotive Engineers.
  - (2) Standing bids shall designate the assignments desired in both freight and passen-

## **Article 5**

ger service in preference order; i.e., the most desired will be designated as first, the next most desired as second, etc. In the event an applicant is the senior bidder for more than one vacancy being filled simultaneously, he will be assigned to the one for which he has indicated the greatest preference.

- (3) A standing bid may be changed or withdrawn at any time prior to the date it is honored by serving written notice to the proper authority with copy to the Local Chairman but such change or withdrawal will not be effective until five days after it is filed.

## **ARTICLE 4**

### **Pay For Handling Mixed Trains**

Engineers on mixed trains will be paid passenger rates and rules when no freight cars are handled during the day or trip. When freight cars are handled during any portion of the day or trip they will be paid the highest rate applicable to any class of service performed for entire trip with a minimum of one hundred miles for the combined service. The overtime basis for the rate paid will apply for the entire trip.

## **ARTICLE 5**

### **Beginning of Helper Day**

- (a) Time of engineers in helper service commences at time required to report for duty, as designated in caller's book, and will continue for eight hours and thereafter until return to home terminal.

**Full Month For Assigned Men  
In Helper Service**

(b) Engineers assigned to helper service shall receive one day's pay, if not called for duty, and such allowance shall be made in addition to any overtime earned, except such part of the second day started on the previous date as extends beyond midnight will be used in making up payment for a "no call" day.

(c) No part of a single day of previous date, or overtime of same, that extends beyond midnight will be used in making payment for a "no call" day.

**Lamy Helper Engineers Turning Engines  
On Wye**

(d) When engineers regularly assigned to helper service arriving at Lamy after completion of the day are required to turn their engines on the wye, an allowance of thirty minutes at pro rata will be made.

**ARTICLE 6**

**Full Month To Assigned Engineers  
In Work Train Service**

(a) Engineers assigned to work train service will be paid for working days not used.

**Using Assigned Engineers In Work Train  
Service In Other Service**

(b) This will not prevent using them in chain gang or other service, provided they are used in their turn, it being understood that they will not be run around other chain gang crew for other service.

## Article 6

### Assignment of Engineers To Work Train Service

(c-1) If a work train is ordered for less than five (5) consecutive days, it shall be temporary work train service. Work train service known to be for five (5) days or more will be advertised for the oldest engineer in point of seniority.

(c-2) Temporary work train service, or work trains under advertisement, working out of an extra board point, will be protected by engineers from the extra board. At other than extra board points, such work train service will be protected by chain gang engineers, except that when no chain gang engineer is available at the point an extra engineer will be used.

An engineer protecting a temporary work train will remain thereon -

- (1) An extra engineer - until the work train returns to the extra board point, in which event it will be protected on the next trip out of such point by the extra engineer first out. \*A chain gang engineer - until he works into a chain gang terminal, or,
- (2) If the service is advertised, until the engineer assigned thereto is available to protect the assignment,

whichever occurs first.

This Paragraph (c-2) will have no application on a territory on which a combined freight board is in operation.

\*This sentence will not supersede the provisions of the so-called Canadian Run-Through Agreement.

**ARTICLE 7**

**Handling Locomotives Light**

(a) Engineers will be paid freight rates for running locomotives light, except when such movement is in connection with a passenger train, in which event passenger rates will apply.

**Combination Trips**

(b) Engineers double-heading on passenger trains and returning light will be paid passenger rates.

**More Than One Class of Road Service Rule**

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

A. Payment:

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

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

- (2) Road engineers in through freight and passenger service only shall receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis

## Article 7

for all additional time required in the other class of road service.

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

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

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

### **Examples For The Application of This Paragraph A-(2) Are:**

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

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

## Article 7

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

(d) An engineer in through freight service on a run of 100 miles is on duty a spread of 12 hours, including 2 hours of another class of road service - Engineer will be paid 100 miles or 8 hours at pro rata plus 2 hours at time and one-half for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

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

B. This rule applies to:

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

## **Article 7**

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

*(From Arbitration Award dated December 3, 1952, effective February 1, 1953.)*

### **Running For Water or Fuel, Turning on Wyes**

- (d) Engineers will be allowed actual mileage for running for water or fuel and turning on wyes, such mileage to be included in total mileage of the trip.

### **Locomotive Tonnage Ratings**

- (e-1) Locomotive tonnage ratings will be established and published in bulletin books by Management; such published ratings to be subject to road test by actual operation if requested by organization representative, who may be present if desired.

### **Doubling Hills**

- (e-2) When engineers are compelled to double hills they will be allowed the actual mileage doubled with a minimum of twenty-five (25) miles. When required to double the hill as a result of tonnage of the train exceeding the rating of the locomotive, one hundred (100) miles at the through freight rate will be allowed. If required to double out of the initial terminal, engineers will be paid one hundred (100) miles in addition to all other earnings.

NOTE: It is understood that if all units of the locomotive are functioning properly at the time train starts from the initial terminal and tonnage in train does not exceed rating of the locomotive, and a unit or units of the locomotive fail while a portion of the train is still within yard or switching limits of the terminal, engineers compelled to double hill will be allowed the actual mileage doubled with a minimum of twenty-five (25) miles.

**Emergency Side and Lap-Back Trips**

(f) When engineers are required to make an emergency side or lap-back trip between their terminals, miles made will be added to the mileage of the regular trip and paid for on continuous basis. Side trips under this rule refer only to such trips on their assigned division; further, side trips will not be made out of intermediate points where chain gang or extra crews are located and assigned to protect that class of service. If side trips are made contrary to the second sentence of this rule, crew making the side trip will be paid for same as an independent trip, time used on the side trip to be deducted from time of main trip.

**Short Trips Due To Conditions In Connection  
With Own Train**

(g) Engineers required to make 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.

**Article 8**

**ARTICLE 8**

**Rates of Pay - Switch Engineers**

(a-1) In switching service the minimum rate of wages per day of eight (8) hours or less, shall be:

**Standard Basic Daily Rates of Pay,  
All Territories, As of June 1, 1964**

Weight on Drivers (pounds)	With Helper		Without Helper	
	Six or Seven Day Work Week	Five Day Work Week	Six or Seven Day Work Week	Five Day Work Week
Less than 140,000	\$24.55	\$27.10	\$26.05	\$28.60
140,000 and less than 200,000	24.98	27.62	26.48	29.12
200,000 and less than 250,000	25.15	27.82	26.65	29.32
250,000 and less than 300,000	25.30	28.00	26.80	29.50
300,000 and less than 350,000	25.45	28.18	26.95	29.68
350,000 and less than 400,000	25.66	28.44	27.16	29.94
400,000 and less than 450,000	25.87	28.69	27.37	30.19
450,000 and less than 500,000	26.08	28.94	27.58	30.44
500,000 and less than 550,000	26.29	29.19	27.79	30.69
550,000 and less than 600,000	26.47	29.41	27.97	30.91
600,000 and less than 650,000	26.65	29.62	28.15	31.12
650,000 and less than 700,000	26.83	29.84	28.33	31.34
700,000 and less than 750,000	27.01	30.06	28.51	31.56
750,000 and less than 800,000	27.19	30.27	28.69	31.77
800,000 and less than 850,000	27.37	30.49	28.87	31.99
850,000 and less than 900,000	27.55	30.70	29.05	32.20
900,000 and less than 950,000	27.73	30.92	29.23	32.42
950,000 and less than 1,000,000	27.91	31.14	29.41	32.64
1,000,000 pounds and over	With 18¢ added for each add'l. 50,000 lbs. or fraction thereof	With 21½¢ added for each add'l. 50,000 lbs. or fraction thereof	With 18¢ added for each add'l. 50,000 lbs. or fraction thereof	With 21½¢ added for each add'l. 50,000 lbs. or fraction thereof

NOTE: When two or more locomotives of different

weights on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid for the entire day or trip.

(a-2) The term "helper" as used herein will be understood to mean the second man employed on locomotives other than steam power.

**Beginning and Ending of Day - Yard Service**

(b) Time to begin when required to report for duty and to end at time engine is placed on designated track or engineer is released.

**Overtime Rate In Yard Service –  
Regular Engineers**

(c-1) 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 when exercising seniority rights from one assignment to another, all time worked in excess of 8 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.

(c-2) The above rule applies only to service paid on the hourly or daily basis and not to service paid on mileage or road basis.

**Overtime Rate In Yard Service –  
Extra Engineers**

(c-3) Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as over-

## Article 8

time on a minute basis at one and one-half times the hourly rate.

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

- (a) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.
- (b) 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 (b), shall not apply to employes paid road rates, but governed by yard rules.)
- (c) Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.  
  
A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employe at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.
- (d) 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.
- (e) Except as modified by other provisions of this rule, an extra employe working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is

another man available to perform the work at pro rata rate.

NOTE (1): On railroads where a seniority board is in effect the rule shall include a provision that in cases where there is a man or men on the board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

NOTE (2): The adoption of this rule shall not affect any existing rule in the schedule of any individual carrier relating to service performed on a succeeding trick when an employe's relief fails to report at the fixed starting time.

NOTE (3): Existing rules and practices on individual carriers for regular engineers are not changed hereby.

*(From Section 9 of National Agreement dated August 11, 1948.)*

#### **Assigned Hours - Yard Service**

(d-1) Yard engineers shall be assigned for a fixed period of time, which shall be for the same hours daily for all regular members of a crew. So far as is practicable assignments shall be restricted to 8 hours' work.

#### **Five-Day Week Assignments**

(d-2) Where, with substantial regularity, there are only five days of work per week for a particular assignment, the carrier will bulletin or otherwise establish such assignment for five days per week, and thereafter the yard engineers filling such assignment, either the regularly assigned engineer, or an extra

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engineer, will be paid the five-day week yard rates for service performed on the five days included in such assignment. Service on shifts or on days not included in the assignment will be paid for on the basis and at the rate applicable to the service performed. Rules guaranteeing more than five days per week on yard assignments are hereby modified on carriers where this rule is adopted so as to conform to the principles of this rule. Nothing in this rule shall be construed to create a guarantee, or to change or modify rules or practices dealing with the carrier's right to annul assignments. Except as specifically provided herein, none of the provisions of Article 3 (Six-Day Work Week) of the Interim Agreement, or Article 3 (Five-Day Work Week) of Agreement "A", of May 23, 1952, as amended, are affected hereby.

*(From Article VII of National Agreement dated July 18, 1957.)*

### **Lunch Time**

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

(f) The lunch period must be given and completed within four and one-half and six hours. This applies to both the first and second lunch periods.

### **Starting Time**

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

(h) Where three 8-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 a.m. and 8:00 a.m., the

second 2:30 p.m. and 4:00 p.m., and the third 10:30 p.m. and 12 midnight.

(i) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Paragraph (h) of this Article 8.

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

(k) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Paragraphs (h) or (j) of this Article 8.

(l) At points where only one yard crew is regularly employed, they can be started at any time, subject to Paragraph (g) of this Article 8.

(m) Exceptions to starting time roles may be made by agreement between the General Chairman and Management where such handling is found necessary in meeting local service requirements.

#### **Calculating Assignments and Meal Periods**

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

#### **Point For Beginning and Ending Day – Yard Service**

(o) Engineers shall have a designated point for going on duty and a designated point for going off duty, such points to be mutually agreed upon.

#### **Advance Notice of Abolishment or Annulment - Yard Service**

(p) Yard engineers will be given not less than

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twenty (20) hours' advance notice of abolishment or annulment of their assignments to enable them to exercise their seniority rights.

### **Running Switch Engines Outside of Switching Limits**

(q) Where regularly assigned to perform service within switching limits, yard men 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.

### **Road Engineers Called For Temporary Yard Service**

(r) When road engineers called upon to run switch engines are thereby deprived of making a trip on the road they shall be paid road rates for the first day and switch pay thereafter. If not deprived of making a trip on the road, switch pay shall be allowed.

(s) When necessary to call a road engineer for switching service, the first man on extra board shall be called.

### **Belt Line and Transfer Service**

(t) Switch engineers assigned to transfer service shall be paid per Paragraph (a-1) of this Article 8. The following crews will be assigned to transfer service:

Chicago Terminals  
Six Engines

Kansas City Terminals  
Six Engines

Pueblo Terminal  
One Minnequa Drag Run

(u) This will not prevent the use of crews assigned to transfer service in switching or other service or vice versa.

**10-Day Vacancy Rule - Yard Service**

(v) Any known vacancy for yard engineer of ten days or longer (including vacation) will be considered as a permanent vacancy and filled as such.

**Advertisement Period - Yard Service**

(w) Advertisements will be posted for at least four (4) days, but not to exceed seven (7) days, prior to assignment.

**Switching Service For New Industries**

(x-1) Where an industry desires to locate outside of existing switching limits at points where yard crews are employed, the carrier may assure switching service at such location even though switching limits be not changed, and may perform such service with yard crews from a yard or yards embraced within one and the same switching limits without additional compensation or penalties therefor to yard or road crews, provided the switch governing movements from the main track to the track or tracks serving such industry is located at a point not to exceed four miles from the then existing switching limits. Road crews may perform service at such industry only to the extent they could do so if such industry were within switching limits. Where rules require that yard limits and switching limits be

## **Article 8**

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

(x-2) This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed.

*(From Article 6 of National Agreement dated May 23, 1952.)*

### **Changing Switching Limits**

(y-1) Where an individual carrier not now having the right to change existing switching limits where

## Article 8

yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, specifying the change it proposes and the conditions, if any, if proposes shall apply in event of such change. The carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, any party involved may invoke the services of the National Mediation Board.

If mediation fails, the parties agree that the dispute shall be submitted to arbitration under the Railway Labor Act, as amended. Upon such failure of mediation, the carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration.

The arbitrators selected by the parties shall in good faith endeavor to agree on the neutral arbitrator or arbitrators in accordance with the provisions of the Railway Labor Act, as amended. In the event they fail to agree, the neutral arbitrator or arbitrators shall be appointed by the National Mediation Board, all in accordance with the provisions of the Railway Labor Act, as amended. The jurisdiction of the Arbitration Board shall be limited to the questions submitted to it. The award of the Board shall be final and binding upon the parties.

## **Article 10**

(y-2) This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

*(From Article 7 of National Agreement dated May 23, 1952.)*

## **ARTICLE 9**

### **Deadheading**

Engineers deadheading under orders on passenger trains will be paid 21.89 cents per mile up to the first 100 miles, and 20.14 cents per mile for all miles over 100; on other trains 23.12 cents per mile up to the first 100 miles, and 21.37 cents per mile for all miles over 100. This to be a flat rate per mile for actual mileage made, no constructive mileage to be allowed, and other service which the engineer may perform on the same day not to be considered in connection with the deadhead trip in any way whatever. If the mileage of the deadhead trip is less than 100 and a service trip is not begun within twenty-four (24) hours from starting time of the deadhead trip, a minimum of 100 miles will be allowed for the deadhead.

Rail mileage will be allowed for deadheading.

Deadheading resulting from the exercise of seniority or the mileage limitations of Article 19 shall not be paid for.

## **ARTICLE 10**

### **Call and Release**

(a-1) An engineer who is called and released at his calling place as much as forty-five (45) minutes in advance of the time he is to report for duty will not claim or be paid a call and release.

**Pay When Called and Not Used**

(a-2) When an engineer is called and reports for duty, but is released before the time for going on duty, he shall be allowed pay for 33 miles for the class of service and engine for which called, and stand first out.

(a-3) If an engineer's call is canceled after the time arrives for him to go on duty, he will be allowed a minimum day at the rate of the service for which called and stand last out. This does not prohibit the holding of an engineer on duty and under pay on a continuous time basis for the protection of later trains if this will not result in a runaround in the terminal.

**ARTICLE 11**

**Runarounds**

(a-1) Engineers not assigned to regular runs will run first in, first out of terminals. An engineer who may be wrongfully deprived of his turn by reason of engineers being called out of turn shall be paid 100 miles and stand last out.

(a-2) An engineer in pool freight, in unassigned service or an extra engineer called but not run in turn when called for the same service, for the same objective terminal and over the same route, will be allowed one-third basic day, thirty-three miles, at the rate applicable to the service performed.

NOTE: In applying the above rule, an engineer(s) in pool freight service called to deadhead at or near the time an engineer from the same pool is called to handle a train out of the same terminal in through freight service will

## Article 11

be instructed to deadhead on the same train as the engineer called to work in through freight service and the arrival of that train at the distant terminal will establish their respective turns on the board at the distant terminal. The deadheading engineer(s) may be granted permission to ride on a passenger train, if this is desired, but his (their) turn will be established by the arrival of the freight train at the distant terminal. Payment for deadheading will be at the rate and mileage allowance of the train on which instructed to deadhead.

(a-3) When the service for which called does not operate to the same objective terminal and over the same route, the time of call will govern and no runaround penalty will accrue if the engineers involved do not depart from the terminal in turn.

(a-4) In the event a pool freight engineer departs from the initial terminal (either working or deadheading) and is run around on the road by another engineer from the same pool (either working or deadheading) who departed from the same initial terminal in the same service en route to the same objective terminal over the same route, the engineer so run around may take his turn at the distant terminal in the order in which it departed the initial terminal. In the event the engineer so run around has insufficient time to work under the Hours of Service Law from the distant terminal, he will be run in accordance with his arrival at that terminal and regain his original position upon his arrival at the home terminal. Engineers who are runaround en route under the conditions stipulated herein shall, upon arrival at the objective terminal, place notation on the register or otherwise notify crew clerk in

## **Article 12**

writing, naming the engineer(s) who have run around them so the crew clerk may determine the order in which they are to be called. This is with the understanding that the Carrier will not be penalized where the information required by this rule is not put on the register and/or given the crew clerk in writing, whichever is required at that terminal.

(b) When two or more extra men are called to deadhead on same train to outside assignments at different points, man first out will get off first, second man gets off second and so on. Coming in to home terminal will mark up on extra board in reverse order, or last man picked up will be first out on extra board.

(c) When engineers are called from the same class of service, one to deadhead and the other to work on the same train, the first-out engineer will be deadheaded and the second-out engineer will work.

## **ARTICLE 12**

### **Tying Up Between Terminals**

Engineers will not be relieved between terminals, except in case of extraordinary delays, making it impossible to move trains. In such cases an engineer will be paid for the first eight hours after time set for departure before tie-up begins unless 100 miles or more have been made. The first eight hours of each 24, or portion thereof, to be the time for which payment is made. No payment will be made where train is tied up by reason of any portion of the train or engine crew calling for rest.

Immediately after the line is open for traffic, engineers tied up under this rule will be considered under pay.

## **Article 14**

### **ARTICLE 13**

#### **Rest**

Engineers shall not be required to go into service when they need rest, and when rest is needed they must report the fact to the proper authority when they register their arrival. Ten hours off duty shall be considered sufficient with a minimum of eight hours tie-up time.

### **ARTICLE 14**

#### **Federal Act**

##### **Pay When Tied Up Between Terminals**

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

(b) If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their services will be paid for under Article 12.

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

(d) A continuous trip will cover movement straight away or turnaround from initial point to the desti-

## Article 15

nation 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.

(e) Engineers in train service tied up under the law will be paid continuous time from initial point to tie-up point. When they resume duty on continuous trip, they will be paid from tie-up point to terminal on the following basis: For fifty (50) miles or less, or four (4) hours or less, one-half day; for more than fifty (50) miles, or more than four (4) hours, actual miles or hours, whichever is the greater, with a minimum of one day. It is understood that this does not permit running engines through terminals or around other crews at terminals unless such practice is permitted under the pay schedule.

(f) Road crews tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or cabooses, will be paid therefor per Paragraph (e) of this Article, the same as if they had run the train to such terminal.

(g) If any service is required of an engine crew, or if held responsible for the engine, during the tie-up under the law, they will be paid for such service.

## ARTICLE 15

### Held Away From Home Terminal

(a-1) Engineers in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held sixteen hours after the

## Article 15

expiration of the first twenty-four hour period, they will be paid continuous time for the time so held during the next succeeding eight hours, or until the end of the second twenty-four hour period, and similarly for each twenty-four hour period thereafter.

(a-2) Should an engineer be called for service or ordered to deadhead after pay begins, the held-away-from-home-terminal time shall cease at the time pay begins for such service or, when deadheading, at the time the train leaves the terminal, except that in no event shall there be duplication of payment for deadhead time and held-away-from-home-terminal time.

(a-3) Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

(a-4) For the purpose of applying this rule, the railroad will designate a home terminal for each crew in pool freight and in unassigned service.

*(From Section 14 of National Agreement of August 11, 1948.)*

(b) For the purpose of paying under the above rule, the following will be considered as home terminals for engineers:

Illinois Division:

First District, Corwith  
Second District, Shopton  
Third District, Shopton  
Fourth District, Marceline  
Henrietta-St. Joseph Branch, Henrietta

Eastern Division:

Argentine-Emporia, Argentine  
Argentine-Chanute, Argentine  
Emporia-St. Joseph, Emporia  
Former Southern Kansas Division, Chanute

Middle Division:

- Emporia-Newton, Emporia
- Emporia-Wellington, Emporia
- Emporia-Arkansas City, Emporia
- Strong City Branch, Emporia
- Florence Branches, Emporia
- Arkansas City-Shawnee, Arkansas City
- Arkansas City-Purcell, Arkansas City
- Guthrie-Kiowa, Guthrie
- Guthrie-Purcell, Guthrie
- Newton-Dodge City and Branches, Newton

Colorado Division:

- Dodge City-Boise City, Dodge City
- Dodge City-Pritchett, Dodge City
- Dodge City-La Junta and Branches, La Junta
- La Junta-Pueblo and Canon Branch, Pueblo
- Pueblo-Denver, Denver
- Second District, Raton
- Third District, Raton
- Fourth District, Las Vegas

Plains Division:

- Santa Fe Portion (Old Panhandle Division), Wellington

Orient Portion, Fairview

- Waynoka-Amarillo, Amarillo
- Amarillo-Clovis, Amarillo
- Amarillo-Boise City, Amarillo

Slaton Division:

- Santa Fe Portion, Slaton
- Orient Portion-Crowell District, Hamlin
- All other Orient Districts, San Angelo

New Mexico Division:

- Clovis-Vaughn, Clovis

Vaughn-Belen, Belen

- Clovis-Pecos, Clovis
- South of Albuquerque, El Paso

## **Article 18**

(c) Points where extra boards are maintained will be considered home terminal for men assigned to same, when protecting unassigned service.

## **ARTICLE 16**

### **Hostlers**

Hostlers shall be provided at division terminals and such other points as may be agreed upon, whose duty it shall be to take engines upon arrival at the designated point in the yard. Engineers shall not be required to put away engines at such stations.

## **ARTICLE 17**

### **Pilots**

Qualified pilots will be furnished for light engines from main line district terminals.

## **ARTICLE 18**

### **Supplying and Inspecting Engines**

(a) Engineers will not be required to place supplies on or remove supplies from locomotive at point where competent roundhouse force is employed. Supplies include tools and signal equipment for use on locomotive.

(b) Engineers will make best inspection possible on arrival at terminals, but they will not be required to go underneath the engine to do so, unless engine is on pit.

### **Efficiency Tests**

(c) We recognize the necessity of making efficiency tests, but when such tests are made they should not be conducted under conditions that are hazardous to employees.

### **Bulletin Showing Weight on Drivers of Locomotives**

(d) Bulletins shall be posted at all terminals showing weight on drivers of all locomotives in service.

**ARTICLE 19**

**Seniority**

(a) Firemen (helpers) shall rank on the firemen's roster from the date of their first service as firemen (helpers) when called for such service, except as provided in Paragraph (i) of this Article 19, and, when qualified, shall be promoted to positions as engineers in accordance with the following rules:

(b) Firemen (helpers) shall be examined for promotion according to seniority on the firemen's roster, and those passing the required examination shall be given certificates of qualification and will establish a seniority date as engineer as provided in Paragraph (f) of this Article 19.

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

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

## Article 19

(e) The posting of notice of seniority rank per Paragraph (c) shall be done within ten days following date of promotion or hiring, and such notice shall be posted on every bulletin board of the seniority district on which the man holds rank.

(f) Firemen (helpers) having successfully passed examination for promotion to engineer shall establish a seniority date as engineer as of the date they pass examination for promotion, except as provided in Paragraph (h) of this Article 19. When two or more establish seniority as engineer on the same date, their seniority date as engineer shall be in the same relative standing as the date they hold as firemen. This rule will make no change in the seniority date of any engineer established prior to the effective date of this rule. Firemen (helpers) who have passed examination for promotion, but, as of the effective date of this agreement, have not yet established a seniority date as engineer, will be given a date as engineer of May 1, 1966, in the same relative standing as the date they hold as firemen.

Rules now in effect covering availability of firemen (helpers) at the time of promotion shall continue to govern, as provided in Paragraph (d) of this Article.

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

NOTE: When promotion is to road service only, promotion and establishment of seniority date as road engineer will obtain.

(g) On a seniority district where firemen (helpers)

are required to fire less than three years, all engineers will be hired.

If required to fire 3 and less than 4 years, 1 promoted and 1 hired.

If required to fire 4 and less than 5 years, 2 promoted and 1 hired.

If required to fire 5 and less than 6 years, 3 promoted to 1 hired.

If required to fire 6 and less than 7 years, 4 promoted to 1 hired.

If required to fire 7 and less than 8 years, 5 promoted to 1 hired.

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

The foregoing will not prevent the reinstatement or reemployment of discharged engineers on their former seniority districts at any time.

The Carrier reserves the right to vary from the provisions of this Paragraph (g) whenever conditions demand or in case of emergency.

(h) In the event an engineer is hired and used in actual service, when, under the requirements of Paragraph (g) of this Article 19, a fireman (or firemen) should have been promoted, the seniority date as engineer thus established shall fix the standing of the senior qualified fireman (or firemen) due to be promoted, provided he (or they) is eligible and qualifies within thirty (30) days, and such promoted fireman (or firemen) shall rank ahead of the hired engineer on the engineers' seniority list. The hired engineer will retain his date of seniority and be counted in the proportion of engineers to be hired.

## Article 19

(i) The seniority date of a hired engineer shall be the date of his first service as engineer. An engineer hired or permanently transferred from one seniority district to another shall be given a seniority date as fireman (helper) corresponding with his date as engineer.

(j) When an engineer temporarily transferred from one division to another makes application for permanent transfer, the seniority of such transferred engineer will be counted from date and hour application is made in writing to Superintendent.

### **Increasing and Decreasing Force**

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

FIRST: That no reductions will be made so long as those in assigned or extra passenger service are earning the equivalent of 4,000 miles per month; in assigned, pooled or chain-gang freight, or other service paying freight rates, are averaging the equivalent of 3,200 miles per month.

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

(l) When hired engineers are laid off on account of reduction in service, they will retain all seniority rights; provided they return to actual service within 30 days from the date their services are required.

(m) Engineers taken off under this rule shall be returned to service as engineers in the order of their

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seniority as engineers, as soon as it can be shown that engineers in assigned or extra passenger service can earn the equivalent of 4,800 miles per month; in assigned, pooled, chain-gang or other service paying freight rates, the equivalent of 3,800 miles per month.

(n) In the regulation of passenger or other assigned service, sufficient men will be assigned to keep the mileage or equivalent thereof within the limitations of 4,000 and 4,800 miles for passenger service, and 3,200 and 3,800 miles for other regular service, as provided herein. If, in any service, additional assignments would reduce earnings below these limits, regulations will be effected by requiring men to lay off when the equivalent of 4,800 miles in passenger or 3,800 miles in other service has been reached.

(o-1) On road extra lists a sufficient number of engineers will be maintained to keep the average mileage, or equivalent thereof, between 3,200 and 3,800 miles per month provided, that when men are cut off the working lists and it is shown that those on the extra lists are averaging the equivalent of 3,500 miles per month, an engineer will be returned to the extra lists if the addition will not reduce the average mileage, or equivalent thereof, below 3,200 miles per month.

(o-2) In assigned yard service, regulation will be made by requiring each regularly assigned man to lay off when he has earned the equivalent of 35 days per month.

(o-3) In extra yard service, a sufficient number of engineers will be maintained to keep the average earnings between 26 and 35 days per month; provided, that when men are cut off the list and it is shown that men are averaging the equivalent of 31 days per month, an

## Article 19

engineer will be returned to service, if the addition will not reduce the average earnings below 26 days per month.

(o-4) Engineers used in combination freight and passenger service will be permitted to make the equivalent of 3,800 miles in freight service, or the equivalent of 4,800 miles in passenger service. Passenger miles will be converted to freight miles by reducing passenger miles one-fifth ( $1/5$ ) or twenty per cent. Freight miles will be converted to passenger miles by increasing freight miles one-fourth ( $1/4$ ) or twenty-five per cent. This rule will not be construed to modify Paragraph (o-1) of this Article 19 regulating mileage of men in extra service.

(o-5) In the regulation of mileage neither the maximum nor minimum is guaranteed.

(o-6) Under provisions of the above rules, it is understood that after all engineers who have been taken off have been returned to service as engineers, the 3,500 mileage replacement for Road Extra Men and the 31 days replacement for Yard Extra Men shall not apply with respect to further additions.

(o-7) When an engineer has been marked off after making his maximum miles and is called for service due to the engineers' board being exhausted and no demoted engineers are available with less than maximum miles, the emergency miles made by him will not be charged to his next checking period. The foregoing will not in any way penalize the Carrier.

(o-8) When regulating working lists in the respective classes of service, each list will be handled separately.

**ARTICLE 20**

**Promotion To Passenger Service on Joint Runs**

(a) When passenger engineers run over more than one division, freight engineers will be promoted to passenger service on each division in proportion to the mileage of each division over which the run extends.

**Interdivisional, Interseniarity District,  
Intradivisional and/or Intraseniarity  
District Service  
(Freight or Passenger)**

(b) Where a carrier desires to establish interdivisional, interseniarity district, intradivisional, or intraseniarity district runs in passenger or freight service, the carrier shall give notice to the General Chairman of the organization involved of its desire to establish such runs, giving detailed information specifying the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service, the purpose being to furnish the employes with all the necessary information.

The parties will negotiate in good faith on such proposals and failing to agree, either party may invoke the services of the National Mediation Board. If mediation fails and the parties do not agree to arbitrate the dispute under the Railway Labor Act, then at the request of either party, the proposal will be considered by a National Committee consisting of the chiefs of the employe organizations involved and an equal number of carrier representatives who shall be members of the Carriers' Conference Committees, signatories hereto, or their successors or representatives.

If said National Committee does not agree upon the disposition of the proposal, then the conferees will in

## **Article 21**

good faith undertake to agree upon a neutral chairman who will sit with the Committee, hear the arguments of the parties, and make representations and recommendations to the parties with the view in mind of disposing of the controversy. In the event the parties do not agree upon such neutral chairman, then upon the request of the parties, or either of them, the National Mediation Board will appoint the chairman.

While the recommendations of the Chairman are not to be compulsory or binding as an arbitration award, yet the parties hereto affirm their good intentions of arranging through the above procedure for the final disposition of all such disputes on a fair and reasonable basis.

Every effort will be made to settle disputes over interdivisional service on the property and thus to minimize the number of appeals to the above National Committee.

*(From Article 4 of National Agreement dated May 23, 1952.)*

## **ARTICLE 21**

### **Rights of Engineers Transferred**

(a) Engineers after being permanently located on a division who are transferred at the request of the Company, shall have the privilege of returning to their respective divisions before any others are hired or promoted on the division from which they were transferred.

(b) When assignment, change of division or change of trains requires engineers to change their place of residence, they will be furnished free transportation for their families and household goods to their new place of residence at time of transfer.

**ARTICLE 22**

**Qualifying Engineers For Passenger Service**

An engineer having two years' experience as road engineer on other lines after having had six months' experience on this line and other divisions over which he will run, will be allowed to handle passenger trains. In case of men promoted from firemen to engineers on this line, it should be understood that they are not to be called for passenger service unless they have had two years' experience as road engineers and six months' experience on the division on which to be used in passenger service.

NOTE: In applying the last sentence of this rule, engineers will be given credit for all actual service when used as a road engineer in emergency, or otherwise, in computing the two years' service necessary to qualify for passenger service. The accumulation of 73,000 actual miles as an engineer in any class of road service will be considered as satisfying the requirements of this rule.

**ARTICLE 23**

**Leaves of Absence, Service Letters,  
Applications For Employment**

(a) Leave of absence will not be granted engineers for more than ninety (90) days except as provided herein:

(b) An engineer who fails to report for duty at the expiration of the leave of absence shall be considered out of service, except that when failure to report on time is the result of unavoidable delay the leave will be extended to include such delay.

## Article 23

(c) In case of sickness or injury the Carrier will, upon written request supported by doctor's recommendation, grant engineer leave of absence and extend such leave until engineer is released by the doctor, provided it shall be the obligation of the employee to request an extension to a leave of absence as soon as he is physically capable of doing so.

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

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

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

(g) When engineers leave the service of the Company of their own volition, they shall not be reinstated.

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

(i) Application for employment under this Agreement, if not satisfactory, will be rejected within sixty (60) calendar days after first service, or applicant will be considered accepted.

**ARTICLE 24**

**Extra Engineers Laying Off or Not  
Available For Call**

An engineer on the freight extra board who is not available for call when he stands to protect other than pool freight service or who lays off when he stands to protect other than pool service will not be marked up on the extra board until the engineer who protects such service returns to the home terminal, at which time he will, if available, be marked up immediately behind the engineer who protected the service; provided, however, that if the call referred to in the foregoing is to protect service at an outside point, the engineer who does not protect his turn may, if he so desires, relieve the engineer who protects the service, no deadhead pay to be allowed the engineer who failed to protect his turn for either the trip to or from the outside point.

**ARTICLE 25**

**Picking Up or Setting Out Diesel Units  
Between Terminals**

Road engineers on Diesel locomotives who are receiving road rates of pay and paid under rules applicable to road service, who are required to set out or pick up a Diesel unit (or units) between terminals of a particular run which involves the making or breaking of connections between the units by a member of the engine crew, will be paid 30 minutes at the pro rata

## **Article 27**

rate of the trip. The allowance provided for herein shall be paid but once at each point where such service is performed, regardless of the number of units set out or picked up at such point. The term "unit (or units)" is intended to mean a unit or units that were operated or are to be operated by the engineer on the run on which the service is performed.

The allowance provided for herein will not be applicable when a unit or units are picked up or set out because of mechanical failure.

This article does not convey a contractual right to the service referred to in the first paragraph of this article.

*(From Article VI of National Agreement dated July 18, 1957.)*

## **ARTICLE 26**

### **Eating and Sleeping Accommodations**

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

*(From Section 16 of National Agreement dated August 11, 1948.)*

## **ARTICLE 27**

### **Attending Lawsuits**

(a) Engineers attending lawsuits or performing other similar service, in the interest of the Company, shall be allowed pay per day, according to class of service and location, as indicated below, and necessary expenses:

	<u>Passenger</u>	<u>Freight</u>	<u>Yard</u>
East of La Junta and Clovis	\$23.17	\$23.63	\$23.51
West of La Junta and Clovis	\$23.64	\$24.10	\$23.98

**Attending Coroner's Inquest**

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

"Please arrange to be present as a witness at coroner's inquest to be held at \_\_\_\_\_, date \_\_\_\_\_. Inquest of \_\_\_\_\_.  
 "You are instructed to be present."

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

"You are wanted as a witness in coroner's inquest to be held at \_\_\_\_\_, date \_\_\_\_\_. Inquest of \_\_\_\_\_.  
 "This on coroner's request."

**ARTICLE 28**

**Beginning and Ending of Day**

**On and Off Duty Points - Road Service**

(a-1) In all classes of road service, an engineer's time will begin at the time he is required to report for duty and continue until the engine is placed on the designated track and the engineer is relieved at the off duty point specified in the bulletin. The carrier shall designate by bulletin a point for engineers operating in freight and passenger service to go on duty and a point to go off duty at their terminals. The on and off duty point at the home terminal shall be the same, but may vary as between different classes of service. The management will designate the time for reporting for duty.

## **Article 29**

(a-2) On returning to the home terminal in service other than that in which he departed from his home terminal, the engineer will be continued on duty until he is released at the point at which he assumed duty on the outgoing trip.

NOTE 1: "Designated point," as used herein, means a fixed location such as engine tie-up track, yard office or station.

NOTE 2: Work trains tying up at outlying points will not be subject to the requirements of this rule at such outlying points.

### **Disputed Time Tickets**

(b) When there is a dispute as to the amount which should be paid on time tickets, the amount the timekeepers decide to allow should be paid. If, after investigation, allowance is found to be incorrect, adjustment will be made.

## **ARTICLE 29**

### **Investigations, Suspensions and Dismissals**

(a) No engineer shall be suspended or dismissed from the service without first having a formal investigation, if desired, and his guilt established, except such as serious collision or intoxication.

(b) There shall be a board of inquiry composed of the Superintendent or his representative and a Mechanical Department representative; also, the engineer whose case is being investigated will, if he so desires, be represented on the board by an employe of his choice. Such board shall investigate the charges made. The right of appeal from local to general officers will be granted.

## Article 29

(c) If any witness remains present at any investigation, any other witness or witnesses desiring to do so may also remain present at such investigation.

(d) Where it is clear to the Superintendent or Trainmaster that an investigation is not necessary, and that certain discipline is necessary, same can be applied without formal investigation. However, in all such cases, the engineer who is disciplined should be advised in writing, stating that certain discipline has been applied, etc., and an acknowledgment should be required; that is, that he should acknowledge receipt of the notice. If the engineer fails to acknowledge receipt, he should be forced to do so. If the engineer, instead of accepting this discipline, should want an investigation, he should so state in writing in acknowledging receipt and then an investigation may be held according to the terms of this agreement.

(e) Investigations will be held promptly, but in any event not later than thirty (30) days from the date the Carrier has knowledge of the incident to be investigated, except when the engineer, his representative or a witness is unable to attend the investigation because of illness or injury, or the engineer involved is in custody. The investigation may be deferred until such time as the accused, his representative or the witness is able to attend.

In cases involving theft or immoral conduct the time limitation of this rule shall not apply.

The right of the Company to reinstate on a leniency basis, and restore the seniority of an engineer who has been dismissed is recognized; provided such right is exercised within six (6) months from date of dismissal. The General Chairman will be notified when engineers are so reinstated.

## Article 29

(f) The following shall govern for engineers required by the Company to attend formal investigations:

(1) Except as provided in Item (3) hereof, such employes disciplined shall not be compensated for attending investigations unless discipline is found to be unjust and canceled.

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

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

(4) Loss of earnings as provided in Item (2) shall be determined on the following bases:

(a) If assigned to regular runs or tricks, lost earnings shall be the earnings of their assignment on days not permitted to work thereon.

(b) When both members of a chain gang or pool crew are required to attend a formal investigation, and their turn becomes first out and is due to depart while they are not available, the crew shall be marked at the bottom of the board and the following crew used. If the crew held for investigation becomes available and is called for service before the crew used in its stead returns, lost earnings shall be the equivalent of the payment for the initial one-way trip made by the substitute crew; if the substitute crew returns to the ter-

## Article 29

minal before the crew held for the investigation has been called for service, lost earnings shall be equivalent to the earnings of the substitute crew.

(c) If only one member of a chain gang or pool crew is required to attend a formal investigation, and the turn is ordered, it will be run in its turn; member of the crew held shall be paid the earnings of the turn.

(d) Engineers assigned to the road extra board, required to attend a formal investigation and who become first out and due to be called during the time they are held for the investigation, shall be marked at the foot of the extra board and paid a minimum day at the minimum freight or passenger rate for the division, according to whether assigned to freight or passenger extra board, for each calendar day or portion thereof held for investigation. Extra yard engineers required to attend a formal investigation and who become first out and due to be called during the time they are held for the investigation shall be marked at the foot of the extra board and paid a minimum day at the engineer's rate according to the last previous yard service performed, for each calendar day or portion thereof held for investigation.

(e) Employees eligible for emergency service in higher grades shall not be available therefor while attending investigations or awaiting return of their turn, and lost earnings shall be calculated solely as provided herein.

*(From Memoranda of Agreement dated July 19, 1949, and November 17, 1959.)*

## **Article 31**

### **ARTICLE 30**

#### **Adjustment of Grievances**

(a) In case difference of opinion as to the construction of this agreement shall arise between the engineers and division officers, a written statement of the questions at issue must be submitted by the engineers, through the Division Officers and Mechanical Superintendent to the General Manager for his construction.

#### **Representation**

(b-1) The General Committee of Adjustment, Brotherhood of Locomotive Engineers, will represent all locomotive engineers in the making of contracts, rates, rules, working agreements, and interpretations thereof.

(b-2) All controversies affecting locomotive engineers will be handled in accordance with the interpretation of the Engineers' contract as agreed upon between the Committee of the Brotherhood of Locomotive Engineers and the Management.

(b-3) In matters pertaining to discipline, or other questions not affecting changes in Engineers' contract, the officials of the Company reserve the right to meet any of their employes either individually or collectively.

### **ARTICLE 31**

#### **Time Limit on Claims**

(a) All claims or grievances must be presented in writing by or on behalf of the employe involved, to the officer of the company authorized to receive same within sixty days from the date of the occurrence on which the claim or grievance is based. Should any

## Article 31

such claim or grievance be disallowed, the carrier shall, within sixty days from the date same is filed, notify the employe or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances.

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

(c) The procedure outlined in paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within sixty days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within six months from the date of said officer's decision proceedings are instituted by the employe 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 six months' period herein referred to.

(d) All rights of a claimant involved in continu-

## Article 31

ing 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 employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e) This rule recognizes the right of representatives of the organization to file and prosecute claims and grievances for and on behalf of the employes they represent.

(f) This rule shall not apply to requests for leniency.  
(*From Section 17 of National Agreement dated August 11, 1948.*)

NOTE: In applying this rule, the date a claim or grievance is received and date-stamped in the Division Superintendent's office shall govern in computing the sixty days from the date of the occurrence on which the claim or grievance is based. Thereafter the date of notification to the employe of disallowance of the claim, and the date of initial letters written by the employes' local chairman, the Superintendent, the General Chairman and the General Manager, shall govern in computing the time periods specified for each of the various stages of handling mentioned in paragraphs (a), (b) and (c) of this rule.

If, following decision of the General Manager, on this property the highest officer designated to handle claims and grievances, the General Chairman or Chairmen desire a conference to discuss the claim, the notice to the General Manager that his decision is not accepted and the request of the General Chairman or

## Article 31

Chairmen for conference shall be made within sixty days of the date of the letter of the General Manager stating his decision. Following the conference the General Manager will notify in writing the General Chairman or Chairmen of his decision, which decision shall be final and binding unless within sixty days from date of such decision the General Chairman or Chairmen notify the General Manager in writing that his decision is not accepted. For cases discussed in conference the six months' time limit period specified for progressing the claim to the National Railroad Adjustment Board will commence with the date of the General Manager's letter stating his decision following the conference.

If a joint submission of the case to the Board is desired, the next to last sentence, paragraph (c), will be considered as satisfied if not less than sixty days prior to the expiration of the six months' period the General Chairman or Chairmen forward proposed statement of facts and position of the employes to the General Manager for completion of the submission on a joint basis, any delay sustained thereafter in completing the joint submission to be considered as an agreed-to extension of the six months' period specified in paragraph (c).

The foregoing shall be considered only as an agreed-to interpretation of certain provisions of this rule and, except as it deals specifically therewith, shall not alter or affect any other provisions of this rule. The preceding paragraph shall have no effect in respect to ex parte submissions.

*(From Letter Agreement dated January 15, 1951.)*

**Article 32**

**ARTICLE 32**

This agreement shall be effective May 1, 1966, and shall remain in effect thereafter, subject to thirty (30) days' written notice by either party. The rates contained herein are those in effect on June 1, 1964.

THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY

L. M. OLSON  
General Manager - Eastern Lines

F. N. STUPPI  
General Manager - Western Lines

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

C. S. POTTER  
General Chairman





**SPEED TABLE BASED ON 12 1/2 MILES PER HOUR.**

<b>Miles</b>	<b>Hrs</b>	<b>Min.</b>	<b>Miles</b>	<b>Hrs</b>	<b>Min.</b>	<b>Miles</b>	<b>Hrs</b>	<b>Min.</b>	<b>Miles</b>	<b>Hrs</b>	<b>Min.</b>	<b>Miles</b>	<b>Hrs</b>	<b>Min.</b>
1		05	51	4	05	101	8	05	151	12	05	201	16	05
2		10	52	4	10	102	8	10	152	12	10	202	16	10
3		14	53	4	14	103	8	14	153	12	14	203	16	14
4		19	54	4	19	104	8	19	154	12	19	204	16	19
5		24	55	4	24	105	8	24	155	12	24	205	16	24
6		29	56	4	29	106	8	29	156	12	29	206	16	29
7		34	57	4	34	107	8	34	157	12	34	207	16	34
8		38	58	4	38	108	8	38	158	12	38	208	16	38
9		43	59	4	43	109	8	43	159	12	43	209	16	43
10		48	60	4	48	110	8	48	160	12	48	210	16	48
11		53	61	4	53	111	8	53	161	12	53	211	16	53
12		58	62	4	58	112	8	58	162	12	58	212	16	58
13	1	02	63	5	02	113	9	02	163	13	02	213	17	02
14	1	07	64	5	07	114	9	07	164	13	07	214	17	07
15	1	12	65	5	12	115	9	12	165	13	12	215	17	12
16	1	17	66	5	17	116	9	17	166	13	17	216	17	17
17	1	22	67	5	22	117	9	22	167	13	22	217	17	22
18	1	26	68	5	26	118	9	26	168	13	26	218	17	26
19	1	31	69	5	31	119	9	31	169	13	31	219	17	31
20	1	36	70	5	36	120	9	36	170	13	36	220	17	36
21	1	41	71	5	41	121	9	41	171	13	41	221	17	41
22	1	46	72	5	46	122	9	46	172	13	46	222	17	46
23	1	50	73	5	50	123	9	50	173	13	50	223	17	50
24	1	55	74	5	55	124	9	55	174	13	55	224	17	55
25	2	00	75	6	00	125	10	00	175	14	00	225	18	00



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

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

**SPEED TABLE BASED ON 20 MILES PER HOUR.**

<b>Miles</b>	<b>Hrs</b>	<b>Min.</b>	<b>Miles</b>	<b>Hrs</b>	<b>Min.</b>	<b>Miles</b>	<b>Hrs</b>	<b>Min.</b>	<b>Miles</b>	<b>Hrs</b>	<b>Min.</b>	<b>Miles</b>	<b>Hrs</b>	<b>Min.</b>	<b>Miles</b>	<b>Hrs</b>	<b>Min.</b>
100	5	00	125	6	15	150	7	30	175	8	45	200	10	00	225	11	15
101	5	03	126	6	18	151	7	33	176	8	48	201	10	03	226	11	18
102	5	06	127	6	21	152	7	36	177	8	51	202	10	06	227	11	21
103	5	09	128	6	24	153	7	39	178	8	54	203	10	09	228	11	24
104	5	12	129	6	27	154	7	42	179	8	57	204	10	12	229	11	27
105	5	15	130	6	30	155	7	45	180	9	00	205	10	15	230	11	30
106	5	18	131	6	33	156	7	48	181	9	03	206	10	18	231	11	33
107	5	21	132	6	36	157	7	51	182	9	06	207	10	21	232	11	36
108	5	24	133	6	39	158	7	54	183	9	09	208	10	24	233	11	39
109	5	27	134	6	42	159	7	57	184	9	12	209	10	27	234	11	42
110	5	30	135	6	45	160	8	00	185	9	15	210	10	30	235	11	45
111	5	33	136	6	48	161	8	03	186	9	18	211	10	33	236	11	48
112	5	36	137	6	51	162	8	06	187	9	21	212	10	36	237	11	51
113	5	39	138	6	54	163	8	09	188	9	24	213	10	39	238	11	54
114	5	42	139	6	57	164	8	12	189	9	27	214	10	42	239	11	57
115	5	45	140	7	00	165	8	15	190	9	30	215	10	45	240	12	00
116	5	48	141	7	03	166	8	18	191	9	33	216	10	48	241	12	03
117	5	51	142	7	06	167	8	21	192	9	36	217	10	51	242	12	06
118	5	54	143	7	09	168	8	24	193	9	39	218	10	54	243	12	09
119	5	57	144	7	12	169	8	27	194	9	42	219	10	57	244	12	12
120	6	00	145	7	15	170	8	30	195	9	45	220	11	00	245	12	15
121	6	03	146	7	18	171	8	33	196	9	48	221	11	03	246	12	18
122	6	06	147	7	21	172	8	36	197	9	51	222	11	06	247	12	21
123	6	09	148	7	24	173	8	39	198	9	54	223	11	09	248	12	24
124	6	12	149	7	27	174	8	42	199	9	57	224	11	12	249	12	27

**TABLE SHOWING TIME AND ONE-HALF FOR OVERTIME EXPRESSED IN MILES.**  
 (18<sup>3</sup>/<sub>4</sub> miles per hour)

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

## **APPENDIX**

The agreements and agreed-to understandings which follow have been verified.

Any omission herein of agreements or agreed-to understandings which have not been superseded or canceled will not serve to cancel such agreements or agreed-to understandings.

L. M. OLSON

General Manager - Eastern Lines

F. N. STUPPI

General Manager - Western Lines

C. S. POTTER

General Chairman, Brotherhood of Locomotive Engineers

**- No. 1 -**

**ENGINEERS' ASSIGNMENT RULES**

1. When an engineer is ruled off of passenger, he will revert to any place his restricted seniority entitles him to.
2. A road assignment will be impaired and open for bids by a change of one hour in either arriving or leaving time, or a change of ten miles, change of terminal or layover point.
3. A yard assignment will be impaired and open for bids by a change in either the on or off duty point or a change in the starting time.
4. If an assignment is vacated by reason of an engineer exercising seniority when it is annulled for one or two days the assignment so vacated will be advertised and the engineer who vacated it may bid it in.
5. When an engineer lays off he will not be used in any class of service except in an emergency until he has reported for and been marked up for his turn and his turn is in the terminal. When reporting for his run or turn after lay-off, he must report sufficiently in advance of departure time to permit his being called to avoid inconvenience to the extra man or to the roundhouse force in handling.
6. When two extra engineers are to be used from the road extra list, one for yard service and one for road service, and both are called to report for duty at the same time, the first-out engineer will be called for road service.
7. When exercising seniority, an engineer desiring to displace in a pool, or onto a run where two or more engineers are assigned, will displace the junior

## Appendix No. 2

engineer in such pool or on such run, if there is no difference in layover.

8. Engineers with displacing rights must exhaust seniority over junior engineers under provisions of the working agreement, but if cannot displace they shall exercise displacing rights on an assignment that is under advertisement, pending close of bulletin, rather than being returned to firing service if it is known their services will be required as engineer when assignment under bulletin is filled.

*(The above assignment rules become effective May 1, 1966, and cancel and supersede all prior assignment rules.)*

- No. 2 -

### SWITCHING AGREEMENT

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

It is understood and agreed that in yards where the yard schedule is in effect (either terminal yards or those at intermediate points) the rules and rates of pay pertaining to yard service, as contained in the respective agreements between the Carrier and the Organizations signatory hereto, shall govern in the performance of all yard service, as such service is hereinafter described, in accordance with Western Train Service Board Decisions Nos. 3019, 3020, 4081, 5016, 5017, 5730, 5751, 5752, 5756, 5757 and National Railroad Adjustment Board Awards Nos. 146, 411, and 429.

## Appendix No. 2

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

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

Chicago-18 <sup>th</sup>	Bartlesville	Raton
Street	Newton	Las Vegas
Corwith	Eldorado	Albuquerque
Joliet	Florence	El Paso
Streator	Augusta	Hurley
Chillicothe	Wichita	Wellington
Galesburg	Arkansas City	Fairview
Shopton	Ponca City	Altus
Marceline	Guthrie	Waynoka
Argentine	Oklahoma City	Canadian
Emporia	Purcell	Pampa
Atchison	Cushing	Borger
Leavenworth	Shawnee	Amarillo
Topeka	Enid	Clovis
Ottawa	Hutchinson	Vaughn
Chanute	Great Bend	Belen
Independence	Dodge City	Lubbock
Winfield	La Junta	Slaton
Tulsa	Pueblo	San Angelo
Frontenac	Canon City	Hamlin
Cherryvale	Colorado Springs	McCarney
Coffeyville	Trinidad	

## Appendix No. 2

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

\*Note: Not to be construed as superseding Article 4, paragraph (m), Conductors' and Trainmen's Agreements.

3. That neither road crews, nor members thereof, nor any classes of employes other than yardmen will be used in yard service as described in Section 2, when there is a yard engine on duty, except in case of emergency. An emergency is defined as wreck, washout or other unforeseen occurrence necessitating immediate action to prevent loss of life, injury to person or damage to property. In such emergency cases, the crew will be paid not less than the minimum allowance specified herein. If used, however, in other than an emergency they will be paid not less than a minimum day at yard rates, separate and apart from all other earnings. Likewise, yardmen who hold seniority and are available in yards where such road crews or others are used,

will be paid not less than a minimum yard day in each such instance.

4. In yards where the yard schedule is in effect, as described in Section 1, road crews may be used to perform yard service as described in Section 2 when there is no switch engine on duty; such road crews to be compensated on the basis of actual time consumed, with a minimum of 1½ hours for 45 minutes or less, and 2 hours for over 45 minutes, at the yard rate, separate and apart from all other earnings, and the time so paid for will be deducted from total time of the road trip. Actual time as referred to herein will be computed as follows:
  - (a) *At initial terminals*, all time from the time the crew is called to go on duty until all switching service has been completed, and the engine is finally coupled to the train.
  - (b) *At final terminals*, all time from the time the train arrives, as indicated on train register, until all switching service has been completed, and the crew is finally released.
  - (c) *At intermediate yards* the actual time used in the performance of switching service, not in connection with the road crew's own train, exclusive of either setting out or picking up or both. Setting out or picking up on more than one track will be considered switching service not in connection with the train.

NOTE: This does not prevent making straight pick-up or set-out while yard engine is on duty without payment therefor.

## Appendix No. 2

In instances where the above method produces compensation less than would be paid to the crew (engineer, fireman, conductor, and brakeman), as provided in their respective road agreements, the provisions of the latter agreements will prevail.

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

5. In any of the yards referred to in Section 1, where the service is performed by only one or two yard engines, such yard engines will perform all the service that is available or would become available within thirty minutes from the assigned off-duty time for the yard engine, regardless of the fact that such handling may cause the yard crew to work over time. This provision is made in order to reduce to the very minimum the amount of switching that may be required of road crews.
6. In all terminal yards where the yard schedule is in effect as defined in Section 1 and extra yard men are available, and for three consecutive working days the switching service rendered by road crews as defined in Sections 4-(a) and 4-(b) amounts to five hours in any eight-hour period, yard engines manned by yard crews will thereafter be used to perform such service so long as this amount of switching continues.

### Appendix No. 3

7. Nothing in this agreement shall be construed as either extending or abridging seniority rights of any employe involved.
8. This agreement is to become effective May 1, 1937, and to remain in effect for a period of one year and thereafter, subject to thirty days' written notice by either party upon the other of its desire to cancel, with the further understanding that any of the Four Organizations signatory hereto may withdraw from this agreement upon serving thirty days' written notice upon the Carrier of its desire to do so, regardless of the action of the other organizations; provided that if either the Order of Railway Conductors or the Brotherhood of Railroad Trainmen withdraw, such action will automatically cancel this agreement for both the Order of Railway Conductors and the Brotherhood of Railroad Trainmen.

*(Signatures not reproduced. Signed by General Chairmen Kowalski, Collins, Keiser and Gross and General Managers Lehman and Lautz.)*

- No. 3 -

#### **SUPPLEMENTAL SWITCHING AGREEMENT**

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

### Appendix No. 3

Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen.

IT IS AGREED:

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

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

2. *Operation of Self-Propelled Machines in Yards:*

Section 2 of the May 7, 1937 Memorandum of Agreement reads in part as follows:

"That yard service shall be considered as consisting of:

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

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

The following exception is agreed to:

(a) Switching with industrial cranes or self-propelled machines confined to restricted territory such as Roundhouse, Shop, Material and Store Department Yards, etc., is permissible when such machines are piloted by a yardman (switchman); provided, that yard crews will be used to perform all known switching in such yards during the time such cranes or self-propelled machines are not in operation; and provided

further, that this handling will not operate to supplant yard engines now in service or which may be placed in service when practicable. Light moves of self-propelled machines not requiring switching do not require the service of a pilot. Moving of cars for the purpose of loading or unloading at different spots on the same track, setting first car out on another track and/or picking up first car out to permit continuing the loading or unloading will not be considered as switching.

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

3. *Work Trains Manned by Road Crews:*

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

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

4. *Stock Loading or Unloading:* Deleted.

5. *Turning on Wyes - Motor Cars, Trains, Light Engines:*

It is understood that turning light engines, motor cars and other trains on wye is switching service. Turning on wye by turn-around crew at their turning point when no other switching is performed will not be con-

### Appendix No. 3

sidered switching under the May 7, 1937 Agreement, the work to be performed by road crew.

Exception (a). Deleted.

Exception (b). *Motor Trains and Light Engines.*

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

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

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

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

It is understood that doubling trains over, either inbound or outbound, is switching under the May 7, 1937 Memorandum of Agreement and should be paid for accordingly, except when conditions exist which necessitate doubling trains over, in which event no payment will be made under the switching agreement.

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

7. *Pekin:*

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

*(Signatures not reproduced. Signed by General Chairmen Kowalski, Collins, Keiser and Gross and General Managers Lehman and Lantz.)*

- No. 4 -

**GENERAL MOTORS YARD AGREEMENT**

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

*(Section identified by asterisk (\*) from supplemental agreement dated August 6, 1954.)*

IT IS AGREED:

*Section 1.* The tracks now being and hereafter to be constructed, leading to and serving the territory north of the Santa Fe main tracks between McCook and Willow Springs, Illinois, which tracks will for the purpose of identification be herein referred to as

## **Appendix No. 4**

General Motors yard, shall, as of a date to be designated by the Company, be operated as a yard.

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

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

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

*Section 5.* Not less than ten (10) days prior to the date to be designated as specified in Section 1 hereof, the Company will give to the respective General Chairmen of the Organizations signatory hereto, written notice of such designated date.

## Appendix No. 5

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

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

Signed at Topeka, Kansas, July 10, 1952.

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

-No. 5 -

### COMBINATION ROAD-YARD

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

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

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

## Appendix No. 5

working days, as previously assigned, the yard crew assignment will be restored.

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

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

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

of the study shall be binding on the parties for the purpose of this rule.

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

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

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

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

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

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

7. Switching service in yards by road crews when

## Appendix No. 5

yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.

8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under Section 7 hereof.

9. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are compensated under the provisions of Section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of Section 1 of this Article.

11. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other

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

- **No. 6** -

**EXTRA YARD ENGINE BECOMES  
REGULAR ENGINE**

MEMORANDUM OF AGREEMENT entered into at Topeka, Kansas, December 2, 1937, between The Atchison, Topeka and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company and the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen.

1. Effective December 6, 1937, except in Chicago Terminal yards, the following will govern the use of necessary extra switch engine tricks, and the determining of when an extra engine becomes a regular engine and must be advertised as such:

2. A calendar week will be from Sunday to Saturday inclusive.

3. The 24-hour period each day will be divided in three cycles as follows:

First cycle:	6:30am to 2:30pm
Second cycle:	2:30pm to 10:30pm
Third cycle:	10:30pm to 6:30am

## Appendix No. 7

4. If in any separate one of the above cycles, for four days in a calendar week starting Sunday, an extra engine is started on general yard work, at any time within that cycle, it will be necessary on the fifth day in the calendar week, if an extra engine is to be started in the same cycle, that this engine be advertised as a regular engine and started in the appropriate starting time under the starting time rules either of the cycle (first, second or third above) in which started, or in the appropriate starting time of the succeeding cycle, under the starting time rules.

5. Any extra engine started between 12:00 midnight and 6:30am will be paid time and one-half for any time worked after 8:00am.

6. This agreement will remain in effect until June 1, 1938, and thereafter, subject to thirty days' written notice by either party upon the other of its desire to revise or cancel, with the further understanding that any of the three organizations signatory hereto may after June 1, 1938, withdraw from this Agreement upon serving thirty days' written notice upon the carrier of its desire to do so, regardless of the action of the other organizations.

*(Signed by General Managers Lehman and Lautz and General Chairmen Kowalski and Keiser.)*

- No. 7 -

### **EXERCISE OF SENIORITY FOLLOWING NOTICE OF IMPAIRMENT, ANNULMENT OR ABOLISHMENT OF YARD ASSIGNMENT**

In cases where notice of impairment, annulment or abolishment of a yard engineer or fireman's assignment is issued, the affected employe may exercise

his seniority displacement rights at any time after the close of work the last day the assignment is scheduled to work before the effective date of such impairment, annulment or abolishment.

For example:

At point "A" notice was issued Thursday, October 6, 1960, of impairment of assignment of yard trick, 8:00 a.m. to 4:00 p.m., off days Saturday and Sunday, effective Monday, October 10th. In this case the incumbent assigned prior to impairment would have been privileged to exercise his seniority at the close of his tour of duty on Friday, October 7th.

Should the notification of impairment, annulment or abolishment of the assignment be cancelled subsequent to the affected employe's exercise of seniority, such assignment will be advertised as a new assignment and protected in the usual manner during period of advertisement, there being no prohibition against the former incumbent filing bid for such vacancy.

Such handling will not subject the carrier to penalty claims from the former incumbent.

*(See Letters dated October 7, 1960, and April 11, 1961, from General Managers Buchanan and Olson to General Chairmen Potter and Miller.)*

**- No. 8 -**

### **LOCAL FREIGHT CONVERSION RULE**

1. Crews in all classes of road service who, between departure at initial terminal and arrival at final terminal, are required to perform work as specified in the following items will be paid not less than the local

## Appendix No. 8

rate applicable to the division on which the service is rendered; provided that service at an intermediate point for which payment is made under the provisions of the May 7th, 1937 Switching Agreement and Supplements thereto, will be excluded from count or consideration in determining application of the local rate:

- a. Loading and/or unloading commercial L.C.L. shipments.
- b. Station switching.
- c. Picking up and/or setting out at three (3) or more points; or when the time consumed in picking up and/or setting out exceeds one hour and forty-five minutes (1'45") in the aggregate for the entire trip; such time consumed at each point where pick-up and/or set-out occurs to be computed from the time the work is begun until completed and train is coupled together preparatory to departure. Setting out bad order cars will not be counted as set-outs.
- d. Filling water barrels and/or cisterns.
- e. Handling company supply cars which load and/or unload en route, in trains handling commercial freight.

2. On any district where service as of the effective date hereof is performed by crews assigned under Article 2 of the respective Conductors' and Trainmen's Agreements, the applicable rate for Conductors and Trainmen for additional service under Section 1 hereof shall be the Article 3 rate for the Division so long as service is continued under Article 2; if the Article 2 assignment is discontinued, thereafter the first crew performing service on the district requiring payment

under the provisions of Section 1 on any day shall be paid the Article 2 rate and any others performing service requiring payment under Section 1 on the same day will be paid the Article 3 rate.

3. Exceptions to Section 1:

- (1) The provisions of Items b and c are not applicable to crews engaged exclusively in work train service when performing station switching or picking up and/or setting out when such work is in connection with work train service; nor do the provisions of Item d apply to crews engaged exclusively in work train service.
- (2) Company material or Harvey supplies on passenger trains will not be considered as L.C.L. shipment as referred to in Section 1-a.
- (3) The provisions of Section 1-c will not apply to crews engaged exclusively in passenger service.

**Examples of the Application of Section 1-a**

1. Crews handling trains, excepting trains performing exclusive work train service, if required to stop en route to load and/or unload commercial L.C.L. shipments of any and all descriptions, will be considered as coming within the provisions of Section 1-a.
2. Crews engaged in exclusive work train service, if required to stop and load and/or unload commercial L.C.L shipments other than those for use by gangs engaged in maintenance or construction work will be considered as coming under the provisions of Section 1-a.

## Appendix No. 8

3. Crews engaged in exclusive work train service, if required to stop and load and/or unload L.C.L. shipments consisting of company material or merchandise for use by gangs engaged in maintenance or construction work, will not come within the provisions of Section 1-a.

### **Examples of the Application of Sections 1-b and 1-c.**

1. Crew arriving at station, having no cars to pick up or set out is required to take its engine and move and spot cars already at such station; such work shall be considered station switching, except that moving or spotting one car without changing the relative position of cars will not be counted as station switching but as one pick-up or set-out under Section 1-c.
2. Crew has one or more cars to set out, say at the house; in order to set out car or cars at the house, it is necessary to place it or them behind cars already on house track or to pull one or more cars off the house track and place them on some other track. This is station switching under Section 1-b, inasmuch as it is necessary to make a switch in order to place the car or cars.
3. Train arrives at a station with cars to set out. The fact that such cars may be in two or more places in the train on arrival is not to be considered as station switching. Of course, the time setting them out would come under the 1'45" rule but would not be considered station switching simply because the cars to be set out were in more than one place in the train.
4. Crew has one or more cars to pick up; the car to be picked up is behind one or more cars; in order to

## Appendix No. 8

make the pick-up, it is necessary to make a switch and set the cars that were standing ahead of the car that had to be picked up, or spotted back where they were placed or put them on another track. This move would be considered station switching under Section 1-b.

5. Crews arriving at points with one or more cars to set out, say on track No. 2, find a car spotted on track No. 2 which they have instructions to shove back to the lower end of track No. 2, then pull ahead and spot the car they are to set out at a certain point on track No. 2; this is done. This is not station switching but is a straight shove which would come under Section 1-c.
6. Crews having one or more cars to set out, say at the house, find several cars on the house track which they are required to shove back, then cut a crossing and pull ahead in order to spot the cars to be set out. This is not station switching but would come under Section 1-c.
7. Crews required to pick up and/or set out cars at say, Strong City, and to pick up and/or set out at Cottonwood Falls; this would be counted picking up and setting out at two points, notwithstanding the fact that these points are within the same switching limits, and will come under Section 1-c.
8. Crews required to stop, as in the case in the Kansas City Terminal, at 5th Street, while another crew (either yard or road crew) places additional cars in the train; this will be regarded as a pick-up at one point and will come under Section 1-c; the same is also true when the reverse move is made; that is, when the crew is stopped to make set-out.

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9. Two or more cars set out on or picked up from different tracks first out, at one point, do not constitute station switching, but in the aggregate as pick-up and/or set-out at one point under Section 1-c.

The foregoing constitutes an agreement between The Atchison, Topeka and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company and the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brotherhood of Railroad Trainmen, to become effective July 1, 1940, and to continue in effect for one year and thereafter until thirty (30) days' written notice is served by either party on the other of a desire to revise or cancel.

*(Signatures not reproduced. Signed by General Chairmen Kowalski, Collins, Keiser and Gross and General Managers Lautz and Gillies.)*

- No. 9 -

### DEFINITION OF SIDE TRIP

MEMORANDUM OF AGREEMENT entered into at Amarillo, Texas, November 17, 1959, between The Atchison, Topeka and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company and the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen and Brotherhood of Railroad Trainmen.

It is agreed that the definition of side trips made in assigned and unassigned freight service on spur tracks shall be as follows:

- (1) A movement made to a location not in excess of two miles on a spur track, measured from

lead-off switch of such spur track, shall not be considered as a side trip.

(2) Where a movement is made to a location in excess of two miles on a spur track, measured from lead-off switch of such spur track, such movement shall be considered as constituting a side trip.

In assigning or instructing crews to make side trips as defined herein:

(a) Crews in assigned service will be paid mileage of the spur track or portion thereof specified in bulletin advertising the assignment, and

(b) Crews in unassigned service will be paid mileage of the spur track or portion thereof over which they are instructed to move.

This agreement shall become effective November 17, 1959, and remain in effect until cancelled by thirty days' written notice served by either party upon the other.

*(Signatures not reproduced. Signed by General Managers Buchanan and Olson and General Chairmen Potter, Miller and Faulkner and Acting General Chairman Cartmill.)*

**- No. 10 -**

### **HELD TIME AT OUTLYING POINTS**

The following application is hereby agreed to, in connection with Article 15 of the Engineers' Schedule, and Article XXIII of the Firemen's Schedule:

Where train service or service requirements will permit, Engineers or Firemen sent to outlying points to protect service, either extra or to relieve regular men,

## Appendix No. 11

will be sent so as to arrive at such point less than sixteen hours before the starting time of the service they are to protect, where such starting time is known.

The point to which sent shall be considered as the home terminal during the continuance of service out of that point and no payment shall accrue if service is not performed for a period of sixteen hours or more, except that when the service which the Engineer or Fireman is protecting is completed and he is held to exceed sixteen hours under circumstances which are under the control of the Company, payment will be made as per Article 15 of the Engineers' Schedule or Article XXIII of the Firemen's Schedule.

Topeka, Kansas, January 1, 1922.

*(Signatures not reproduced. Signed by General Managers Fox and Lehman and General Chairmen Kowalski and Keiser.)*

- No. 11 -

### **NEW DAY IN IRREGULAR PASSENGER SERVICE AFTER RELEASE OF SIX HOURS OR MORE**

Letter agreement, General Managers Lehman and Lautz to General Chairmen Kowalski and Keiser, March 26, 1937:

Claim of Engineer Palmer and Fireman Miller, Middle Division, for payment two minimum irregular passenger days of 160 miles each, total 320 miles, instead of continuous time including time released under the law at Wichita, June 9, 1929.

Settlement: Pay this case with the understanding for future application of irregular passenger rule

that a new day in irregular passenger service will be started following a release of 6 hours or more at any point during the trip.

**- No. 12 -**

**DEFINITION OF SOLDIER TRAIN**

Letter agreement, General Manager Lautz (Eastern Lines) to General Chairmen Kowalski and Stephens, July 17, 1944; General Manager Jefferis (Western Lines) to Messrs. Kowalski and Stephens, August 4, 1944:

Hereafter when you have a train consisting of war material and armed soldiers serving as guards, it should be considered as a freight train and manned with freight crews, but where it is a movement of soldiers with their equipment and other war material the train is to be considered as a soldier train and manned accordingly.

**- No. 13 -**

**EMERGENCY ENGINEERS - YARD SERVICE**

Letter agreement, General Managers Fox and Lehman to General Chairmen Kowalski and Keiser, November 16, 1922:

Promoted yard firemen who are in firing service, and hold no road rights, will protect yard services as engineers when vacancies occur, but they will not be deadheaded to outside points where road extra men are available.

When calling firemen under this rule, the oldest available promoted fireman will be called. A fire-

## **Appendix No. 14**

man who is actually on duty as a fireman or hostler, at the time the necessity for an engineer arises, will not be called for this work. Firemen required to cover two shifts under this rule will not be allowed time and one-half rates for either shift worked as engineer or fireman.

This rule not to operate to abolish engineers' yard extra boards at points where such board is now maintained.

**- No. 14 -**

### **EMERGENCY ENGINEERS – ROAD SERVICE**

Letter agreement, F. A. Lehman (Eastern Lines) to J. A. Kowalski and W. C. Keiser, April 11, 1936. Placed in effect on Western Lines in 1938:

Referring to the question of selecting emergency engineers for service at outside points when the division extra board is exhausted, which was discussed in conference January 27, 1936:

After giving the matter careful consideration we have decided to place in effect on the Eastern Lines the practice of using the oldest emergency engineer, where it is necessary to use an emergency engineer in protecting engineers' road vacancies, of those available at point of vacancy and point where the road extra board is maintained. This of course will not affect the handling agreed to with you gentlemen in 1923 on the matter of using promoted yard firemen to relieve switch engineers at outlying points in preference to use of engineers on road extra board. In other words, the practice of checking up and using the oldest emergency engineer at the two points

named is, as indicated, for the purpose of protecting engineers' vacancies in road service.

**- No. 15 -**

**EXTRA ENGINEER RELIEVING  
EMERGENCY ENGINEER**

The following was placed into effect on the Eastern Lines August 22, 1929, and was adopted on the Western Lines effective January 13, 1938:

When engineers' road extra board is exhausted and an emergency engineer is deadheaded to an outlying point for service, not because of limitation of mileage rule, and is relieved by the first available extra engineer, the feature of payment for deadhead is to be handled as follows: The emergency engineer to receive pay for the outgoing, but not for the return deadhead trip; the extra engineer to receive deadhead pay only for the return deadhead movement.

**- No. 16 -**

**REGISTRATION OF MILEAGE**

(a) Upon arrival of each trip, engineers shall register on the roundhouse register the total mileage paid for on their last trip, together with total mileage made from beginning of checking period.

(b) It shall be the duty and the responsibility of each individual engineer to correctly register his current mileage. It is not the duty or responsibility of the employe whose duty it is to compile the standing of engineers on service lists for subsequent service to direct attention of the engineers to failure to register currently accumulated mileage on the roundhouse register.

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(c) When an engineer has accumulated maximum mileage in a checking period, he will make request in writing to be relieved at the home terminal or layover point of his assignment. If the Carrier cannot furnish relief and the engineer is required to exceed maximum allowed mileage in a checking period, such mileage will not be charged against him. If when making his last day or trip the maximum allowed mileage is exceeded, he will carry the excess mileage over to his following checking period.

(d) Should an engineer fail to register his mileage, register correctly his accumulated mileage in his checking period, or willfully violate the mileage regulations, he will, upon written request from the Local Chairman of the B. of L. E. to the Superintendent or Mechanical Department representative, have one hundred (100) miles added to his accumulated mileage for each 100 miles, or fraction thereof, that he has exceeded the maximum limitation. If this results in excess mileage for the checking period, excess mileage will be carried over to the next checking period.

(e) The Local Chairman and Superintendent, or his designated representative, will cooperate in checking the actual miles made by an engineer when there is a question regarding correctness of mileage registered by the engineer. Such requests for mileage check of an individual engineer will be kept to a minimum and made only in instances where there is evidence to support an allegation that the individual may not have correctly registered his miles.

*(The rules contained in this Appendix No. 16 shall become effective May 1, 1966, and will remain in effect until thirty (30) days' written notice is served by either party on the other of a desire to revise or cancel.)*

- No. 17 -

**MILEAGE CHECKS OF ENGINEERS'  
BOARDS**

See letter from Eastern Lines General Manager More to Acting General Chairman Allison dated January 16, 1952, and letter from Western Lines General Manager Buchanan to General Chairman Potter dated May 23, 1960:

The following will be observed in checking engineers' boards:

Mileage checks of engineers' boards will be made when considered necessary by the Superintendent or when requested by the Local Chairman of the Engineers. Present practice will be continued of checking the preceding ten-day period and multiplying the result by three, which figure will be used in determining necessary regulation of the board, in which regulation the Superintendent and the Local Chairman of the Engineers will cooperate.

- No. 18 -

FROM LETTER AGREEMENTS dated April 13, 1960, and February 14, 1963, between General Manager Olson and General Chairman Potter and Letter Agreement dated May 31, 1963, between General Manager Stuppi and General Chairman Potter:

IT IS AGREED THAT:

*Item (1)* - Marking up engineers for service following layoff on miles within their checking periods -

(a) An engineer in unassigned road or yard service laying off on miles will be marked up for service at the foot of the board at 12:01 a.m. on the date of

## Appendix No. 18

the start of his next checking period unless he secures permission in advance thereof from the proper authority to lay off.

(b) An engineer in assigned road or yard service laying off on miles will be marked up for service as of 12:01 a.m. on the date of the start of his next checking period unless he secures permission in advance thereof from the proper authority to lay off.

*Item (2) - Absence of engineers in unassigned yard or freight service due to illness, vacation or personal business –*

Cancelled effective May 1, 1966.

*Item (3) - Increasing or decreasing the number of engineers working off a board in unassigned road service or a yard extra board -*

(a) The number of engineers assigned to a board in unassigned road service will not be increased or decreased as long as the average mileage, or equivalent thereof, accruing to such board is within the expressed minimum and maximum, i.e., 4,000 and 4,800 for passenger or 3,200 and 3,800 for freight. In the case of a road freight extra board, when there are men cut off of the engineers' working list and it is shown that those on the board are averaging the equivalent of 3,500 miles per month, an engineer will be returned to the board if the addition will not reduce the average mileage, or equivalent thereof, below 3,200 miles per month. This handling shall be observed without fail, except when the number of engineers laying off and/or

a sudden increase in business makes it necessary to add engineers to the board to protect the service, in which event the number of engineers added may be removed without regard to mileage as soon as conditions will permit.

(b) When increasing or decreasing a freight board that protects unassigned road service following a mileage check, a sufficient number of engineers will be added to or taken off of such board as is necessary to bring the average miles accruing to such board as near 3,500 as possible.

(c) The number of engineers assigned to a yard extra board will not be increased or decreased as long as the average number of days accruing to such board is within the expressed minimum and maximum, i.e., 26 and 35 days per month; provided, that when there are men cut off of the engineers' working list and it is shown that those on the extra board are averaging the equivalent of 31 days per month, an engineer will be returned to the extra board if the addition will not reduce the average number of days, or equivalent thereof, below 26 days per month. This handling is to be observed without fail, except when the number of engineers laying off and/or a sudden increase in business makes it necessary to add engineers to the board to protect the service, in which event the number of engineers added may be removed without regard to mileage as soon as conditions will permit.

(d) When increasing or decreasing a yard extra board following a mileage check, a sufficient number of engineers will be added to or taken off of such board as is necessary to bring the average number of

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days, or equivalent thereof, accruing to such board as near 31 as possible.

The foregoing is subject to cancellation by either party hereto upon thirty (30) days' written notice thereof.

**- No. 19 -**

### **PAYMENT FOR HOSTLING AT TERMINALS**

MEMORANDUM OF AGREEMENT entered into this 10th day of December 1965, at Amarillo, Texas, by and between The Atchison, Topeka and Santa Fe Railway, Eastern and Western Lines, and its employes represented by the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen:

#### **IT IS AGREED THAT:**

(1) In the event engineers and firemen are required to hostile engines at their terminals where neither hostlers nor Mechanical Department shop crafts employes are employed or on duty, a minimum payment of one (1) hour will be allowed at the applicable hostler's rate for the engineer and at the applicable hostler helper's rate for the fireman; regardless of the number of engines or units handled. If more than one hour is consumed, payment will be on the basis of actual time. Such payment shall be in addition to all other earnings of the trip.

**NOTE:** Engineers and firemen will not be required to hostile engines for other than their own train, except they may move or handle such engines or units as may be necessary to secure engines or units for use on their own train.

(2) The terms of this Agreement will not be applied to conflict with or set aside Article II, Paragraphs (b-2) and (b-3) of the Hostlers' Agreement.

(3) This Agreement may be cancelled on thirty (30) days' written notice by the Carrier served on the Organizations, or by either of the Organizations served on the Carrier.

*(Signatures not reproduced. Signed by Acting General Chairman McFather, General Chairman Miller and General Managers Olson and Stuppi.)*

**- No. 20 -**

### **PHYSICAL REEXAMINATIONS**

MEMORANDUM OF AGREEMENT by and between The Atchison, Topeka and Santa Fe Railway Company - Eastern and Western Lines, Panhandle and Santa Fe Railway Company, and the Order of Railway Conductors, the Brotherhood of Railroad Trainmen, the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen.

It is now and will continue to be the policy of the Company to give every consideration to the old men in its service and in the furtherance of that policy.

**IT IS AGREED:**

In the event an employe of a class included in the scope of the working agreement with the Engineers, Firemen, Conductors, Trainmen or Yardmen, who is found to be disqualified as a result of a reexamination conducted under the Company's rules governing physical examinations including eyesight, color sense and hearing feels that his physical condition does not justify removal from the service or restriction of his rights to

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service, such employe, upon request in writing by himself or his representative within 15 days following notice of disqualification, may be given further reexamination as follows:

1. If disqualified because of physical disabilities:

(a) The employe will be jointly reexamined by a physician designated by the Company and a physician of the employe's own choice who shall both be graduates of a Class (A) medical school of regular medicine. This reexamination will be conducted at the office of the Company's physician, unless otherwise mutually agreed to by the two physicians. If the two physicians agree that the man is disqualified, their decision is final; if they agree the man is qualified, he will be returned to the service.

(b) If the two physicians fail to agree, the employe's physician and the railroad's physician will select a third physician who shall be a practitioner of recognized standing in the medical profession and where any special type of case is involved must be a certified specialist in the disease or impairment which resulted in the employe's disqualification. The board of physicians thus selected will examine the employe and render a report of their findings within a reasonable time, not exceeding 15 days after their selection, setting forth the employe's physical condition and their conclusion as to whether he meets the requirements of the Company's physical examination rules. The 15-day period may be extended through mutual agreement between the General Chairman and the General Manager.

(c) The railroad company and the employe

involved will each defray the expense of their respective physicians. The fee of the third member of the board, not exceeding \$50 will be borne equally by the employe involved and the railroad company. Other examination expenses, such as X-ray, electrocardiographs, etc., not exceeding \$50, will be borne equally by the employe involved and the railroad company.

(d) If the majority of the board of physicians conclude that the employe meets the requirements of the Company's physical examination rules, he shall be permitted to return to the service from which removed.

(e) If there is any question as to whether there was any justification for restricting the employe's service or removing him from service at the time of his disqualification by the Company doctors, the original medical findings which disclose his condition at the time disqualified shall be furnished to the neutral doctor for his consideration and he shall specify whether or not, in his opinion, there was justification for the original disqualification. The opinion of the neutral doctor shall be accepted by both parties in settlement of this particular feature. If it is concluded that the disqualification was improper, the employe will be compensated for loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification.

(f) Should the decision of the board of physicians be adverse to the employe and he considers that his physical condition has improved sufficiently to justify considering his return to ser-

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vice, a reexamination will be arranged upon request of the employe, or his representative, but not earlier than ninety (90) days after such decision, nor oftener thereafter than each ninety (90) days.

### 2. If disqualified because of defects in vision, color sense or hearing:

When an employe upon reexamination fails to meet the required standards on vision, color sense or hearing, such reexamination may, if requested by the employe or his representative within 15 days, be followed by a field test under joint direction of a committee consisting of two representatives of Management and two employes from the ranks of train, engine or yard service, such field tests to be conducted in the following manner:

(a) FOR VISION AND COLOR PERCEPTION. The Field Test will be made with flags, lamps and signals used in daily operation of engines and trains, with or without glasses, at varying distances, but not to exceed two thousand (2,000) feet for the correct observation by day and by night of block signals, signal lights, lamps, flags and fusees, under service conditions. Whenever necessary, the tests for color perception shall include the varying atmospheric conditions existing with cloudy weather, smoke, rain, fog, mist and snow. The response to each test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

(b) FOR HEARING. The Field Test shall demonstrate ability to hear ordinary conversations, air

whistle signals, torpedoes and other audible signals, under service conditions. The response to each test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

(c) The Field Tests shall be held as soon as practicable after receipt of request therefor and will be so arranged that the responses are solely those of the individual tested without interference or aid; otherwise, the entire test shall be repeated.

(d) The Joint Committee will carefully record the different distances at which signals are displayed or given; the responses made by the individual tested, and the degree of promptitude of responses, and will make a joint report to the Management, advising whether the employe passed a satisfactory test and, if not, agreeing if possible on a recommendation as to the service, if any, to which the individual may be safely assigned.

This agreement will become effective as of August 1, 1949.

*(Signatures not reproduced. Signed by General Managers Gray and Buchanan and General Chairmen Taylor, Mullen, Heath and Stephens.)*

- No. 21 -

**CURRENT PROVISIONS OF  
NATIONAL VACATION AGREEMENTS**

**(As of January 1, 1966)**

*Section 1 (a)* - Effective January 1, 1965, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949

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

Beginning with the effective date of the provisions of Article 3 of Agreement "A", dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

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.) (See NOTE below.)

(b) - Effective January 1, 1965, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having three 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 three or more years of continuous service renders service of not less than four hundred eighty (480) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

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.) (See NOTE below.)

(c) - Effective January 1, 1965, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having fifteen or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with

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pay, or pay in lieu thereof, if, during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said fifteen or more years of continuous service renders service of not less than twenty-four hundred (2400) basic days in miles or hours paid for as provided in individual schedules.

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

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

(d) - Effective January 1, 1965, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty or more years of continuous service with employing carrier will be qualified for an

annual vacation of four weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to 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 or more years of continuous service renders service of not less than thirty-two hundred (3200) basic days in miles or hours paid for as provided in individual schedules.

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

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.) (See NOTE below.)

NOTE: In the application of Section 1(a), (b), (c) and (d), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of respec-

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tive provisions hereof, for extended vacations shall not be changed.

(e) - (Not applicable.)

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

The 60 and 30 calendar days referred to in this Section 1(f) 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) and (d), respectively.

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

Where an employe is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing four hundred eighty (480) basic days under Section 1(b) and twenty-four hundred (2400) basic days under Section 1(c), and thirty-two hundred (3200) basic days under Section 1(d).

(h) - Only service performed on one railroad may be combined in determining the qualifications provided

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

*(From the National Agreement of November 17, 1964)*

Section 2 - Employes qualified under Section 1 hereof shall be paid for their vacation as follows:

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

(b) - An employe receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid  $1/26$  of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(h)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than twelve (12) minimum basic days' pay at the rate of the last service rendered.

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(c) - An employe receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid  $\frac{3}{52}$  of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(h)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than eighteen (18) minimum basic days' pay at the rate of the last service rendered.

*(From National Agreement dated August 17, 1954.)*

(c-1) - An employe receiving four weeks' vacation, or pay in lieu thereof, under Section 1(d) shall be paid  $\frac{4}{52}$  of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(h)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than twenty-four (24) minimum basic days' pay at the rate of the last service rendered.

*(From Letter November 24, 1964, J. E. Wolfe to First Assistant Grand Chief Engineer C J. Coughlin.)*

(d) - Beginning on the date Agreement "A" between the parties, dated May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employes and employes having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned:

**Yard Service**

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

**Combination of Yard and Road Service**

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

**Yard Service**

(3) An employe receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid

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1/26 of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(h)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

### **Combination of Yard and Road Service**

(4) An employe having interchangeable yard and road rights receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(h)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employe is working in road service such pay shall be not less than twelve (12) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employe is working in yard service such pay shall be not less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

### **Yard Service**

(5) An employe receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid 3/52 of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement,

on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(h)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

**Combination of Yard and Road Service**

(6) An employe having interchangeable yard and road rights receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid  $\frac{3}{52}$  of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(h)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employe is working in road service such pay shall be not less than eighteen (18) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employe is working in yard service such pay shall be not less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

(7) With respect to yard service employes, and with respect to any yard service employe having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

NOTE: Section 1(h) and Section 2(d) of this Article 3 applicable to yard service shall apply to

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yard, belt line and transfer service and combinations thereof, and to hostling service.

*(From National Agreement dated August 17, 1954.)*

### **Yard Service**

(8) An employe receiving four weeks' vacation, or pay in lieu thereof, under Section 1(d) shall be paid 4/52 of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (h)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than twenty (20) minimum basic days' pay at the rate of the last yard service rendered.

### **Combination of Yard and Road Service**

(9) An employe having interchangeable yard and road rights receiving four weeks' vacation, or pay in lieu thereof, under Section 1(d) shall be paid 4/52 of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(h)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employe is working in road service such pay shall be not less than twenty-four (24) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employe is working in yard service such pay shall be not less than twenty (20)

minimum basic days' pay at the rate of the last yard service rendered.

*(From Letter November 24, 1964, J. E. Wolfe to First Assistant Grand Chief C. I. Coughlin.)*

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

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

*Section 5* - Not reproduced account not applicable.

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

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

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

*(From National Agreement dated April 29, 1949.)*

*Section 8* - The vacation provided for in this Agreement shall be considered to have been earned when the employe has qualified under Section 1 hereof. If an employe's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, 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 employe has qualified therefor under Section 1. If an employe thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

*(From National Agreement dated January 18, 1961.)*

*Section 9* - The terms of this agreement shall not be construed to deprive any employe of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which ad-

ditional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

*Section 10* - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employe members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

*Section 11* - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employes represented by the respective organizations signatory hereto, and effective July 1, 1949, supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, in so far as said agreement applies to and defines

## Appendix No. 21

the rights and obligations of the carriers parties to this agreement and the employes of such carriers represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen and Switchmen's Union of North America.

An employe who has taken or it scheduled to commence his vacation during the year 1949 prior to July 1, 1949, shall not be entitled to the increased vacation nor to the vacation allowance provided for herein during the period July 1, 1949-December 31, 1949.

*Section 12* - This vacation agreement shall continue in effect until changed or modified in accordance with provisions in the Railway Labor Act, as amended.

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

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

*(From National Agreement dated April 29, 1949.)*

*(The Vacation Agreement rules quoted above incorporate current provisions of the 1949 National Vacation Agreement and Amendments provided in the National Agreements of August 17, 1954, January 18,*

*1961, and November 17, 1964, as well as Letter of November 24, 1964, from J. E. Wolfe to C. J. Coughlin, with appropriate source identification.)*

**MEMORANDUM**

Chicago, Illinois, April 29, 1949

Referring to agreement, signed this date, between employes represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order Of Railway Conductors, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

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

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employe in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1¼ basic days.
3. An employe in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1¾ basic days.
4. An employe in yard service working 12 hours will be credited with 1½ basic days.
5. An employe in freight service, run-around and paid 50 miles for same, will be credited with ½ basic day.

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6. An employe in freight service, called and released and paid 50 miles for same, will be credited with  $\frac{1}{2}$  basic day.
7. An employe 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 employe in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
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  $1\frac{1}{8}$  basic days.

13. An employe in freight service, deadheading is paid 50 miles for same, will be credited with ½ basic day.
14. An employe is paid eight hours under the held-away-from home terminal rule, will be credited with 1 basic day.
15. An employe is allowed one hour as arbitrary allowance, will be credited with ⅛ basic day.

*(Signatures not reproduced.)*

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### **SPLIT VACATIONS**

MEMORANDUM OF AGREEMENT signed at Amarillo, Texas, July 9, 1963, as amended by provisions of Letter dated September 10, 1965, from General Managers Olson and Stuppi to General Chairman Potter.

**IT IS ARGEED:**

1. Effective January 1, 1966, employes subject to the terms of the National Vacation Agreement of April 29, 1949, as amended, who qualify for two, three or four weeks' vacation, under the provisions of said National Agreement, will, upon written request, be permitted to split the vacation subject to the terms and conditions of this Memorandum of Agreement.
2. The vacation period of employes who qualify for 2 weeks' vacation may be split into not more than two periods of one week each.
3. The vacation period of employes who qualify for 3 weeks' vacation may be split into not more than two periods as follows:

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- (a) Three weeks split into two periods, one week for the first period and two weeks for the second period; or,
  - (b) Three weeks split into two periods, two weeks for the first period and one week for the second period.
  - (c) The vacation period of employees who qualify for four weeks' vacation may be split into not more than two periods as follows:
    - (c-1) Two weeks for the first period and two weeks for the second period; or,
    - (c-2) Three weeks for the first period and one week for the second period; or,
    - (c-3) One week for the first period and three weeks for the second period.
4. The Company will assume no additional expense in granting vacations as result of this agreement.
  5. Employees desiring to split their vacations into two periods must make application therefor during the designated interval when applications are being accepted, prior to the compiling of the vacation schedule. No change in such application may be made following the close of this application period.
  6. When two periods are requested, only one of such periods will be assigned during the months of June, July and/or August.
  7. Section 6 of the 1949 Vacation Agreement provides in part:

"Due regard consistent with requirements of the service shall be given to the preference of

the employe in his seniority order in the class of service in which engaged when granting vacations."

In applying the principle set forth above, consideration will be given to only one period of the split vacation in assigning vacations in any class of service. An employe requesting a split vacation will designate which period he desires considered in accordance with the above. After all employes of a particular class have been assigned one vacation period, in accordance with the above-quoted principle, the remaining split vacation period will be assigned to available unassigned periods with due regard to the employe in his seniority order in the class of service in which engaged, consistent with requirements of the service.

8. When relief for vacationing employes incurs deadheading, deadhead pay for one round trip only will be allowed for the combined relief period and payment shall be divided as follows:
  - (a) The relief employe deadheading to the outlying point to protect the first period will be allowed deadhead pay for the trip to the relief point;
  - (b) The relief employe returning home from the outlying point after completing relief for the second period will be allowed deadhead pay for the return trip;
  - (c) No deadhead pay will be allowed either to the relief employe returning home from protecting the first vacation period, or to the relief employe being sent to the outlying point to protect the second vacation period.

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- (d) Employees who are granted a split vacation and employees who are called to relieve them shall be responsible for keeping roundhouse clerks, timekeepers and others concerned fully informed of the precise conditions under which the vacation periods are being taken and under which the deadhead trips are made. Time allowances for deadhead trips for vacation relief shall not be made without such supporting data.

9. Section 7 of the 1949 Vacation Agreement provides in part:

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

In applying this principle, an employe desiring a split vacation will, when making the above request, adjust his next succeeding vacation period, regardless of whether it is scheduled in the same calendar year or the following calendar year, by observing the number of scheduled vacation days for that period plus the one carry-over day. In other words, an employe must eliminate any carry-over day at the first opportunity, and will not be permitted to carry over a vacation day in two successive periods.

10. When an employe's third, fifteenth or twentieth anniversary of employment occurs in a year in which he has qualified to receive additional vacation and the employe by scheduling and starting his

vacation after the anniversary date will be entitled to an additional week's vacation, subject to the accumulation of 480, 2400 or 3200 days respectively, he must, in order to qualify for the additional week's vacation under this agreement, schedule and start the first period of the split vacation on or after the third, fifteenth or twentieth anniversary date of his employment.

11. The rate of the last service performed prior to the date upon which the employe begins the first period of his vacation will be used in determining the total amount of vacation pay due the employe for the entire two vacation periods, or the entire vacation compensation if on a minimum day basis, the same as though the annual vacation had not been split into two periods.
12. In the application of Section (8) of the Agreement dated January 18, 1961, between the Railroads represented by the Eastern, Western and Southeastern Carriers' Conference Committees and Employes represented by the Brotherhood of Locomotive Engineers, it is understood any employe whose relationship is terminated, and has no further connection with the Company will, upon such termination, be allowed any compensation due for a qualified vacation in that calendar year as well as any compensation due if qualified for a vacation in the succeeding year. It is further understood that after having received the vacation allowance, said employe, if later reinstated to service prior to the scheduled vacation period in that calendar year, his vacation for that calendar year, as well as the succeeding year, will be considered as having been completed and no further vacation or allowance in lieu of vacation will be due in that year.

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Vacation will be scheduled in the calendar year following the employe's restoration to service in the usual manner and payment for vacation for that year computed in the usual way, or as if there had been no interruption of service, and any adjustment due when compared with the allowance previously made for vacation at the time service was terminated, will be adjusted.

13. This agreement may be automatically canceled at the end of any calendar year by the service of 90 days' written notice of either party.

*(Signatures not reproduced. Signed by General Managers Olson and Stuppi and General Chairman Potter.)*

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### APPLICATION OF VACATION AGREEMENT

MEMORANDUM OF AGREEMENT entered into and signed at Topeka, Kansas, January 5, 1945, as amended:

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

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

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

(3) The classification, e.g., conductor, brakeman, engineer, fireman, etc., in which an employe is working at the time the vacation schedules are prepared will determine the schedule on which his name will appear, with the understanding that (1) no change will be made in the original vacation schedule even though an employe may be subsequently promoted or demoted to another class, and (2) his vacation allowance will be computed under the terms of the vacation agreement covering the classification in which the employe is working at the time of his vacation. For example, if an employe was originally scheduled for a vacation as a brakeman, but is working as a conductor at the time he was scheduled to start his vacation, no change will be made in his vacation dates, and he will be paid for the vacation or in lieu thereof under the terms of the Conductors' Vacation Agreement.

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

(5) Scheduled vacations will only be postponed where an employe is at his away-from-home terminal or en route to or from his home terminal on the date scheduled to start his vacation; the starting date will, in such instances, be considered the day following his arrival at the home terminal.

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

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be the judge as to requirements for protecting the service.

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

(8) Trip tickets covering claims for vacations granted or for allowances in lieu of ungranted vacations will be submitted by the employes.

(9) Deleted.

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

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### PAID HOLIDAYS

*(From Article 1 of National Agreement of June 25, 1964.)*

*Section 1* - Not applicable.

*Section 2* - 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 employes 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 employe in local freight service, including road switchers, roustabout runs, mine runs,

or other miscellaneous service employes, 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 when such holidays fall on the assigned work day of the work week of the individual employe:

New Year's Day  
Washington's Birthday  
Decoration Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

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 employes 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 employe referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employe in the classes of service referred to on the work days immediately preceding

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

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

(e) That part of all rules, agreements, practices or understandings which require that crew assign-

ments 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 seven 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.

*Section 3* - The following provisions shall apply to extra engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters that confine exercise of seniority to a particular yard or yards:

(a) Extra engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters which confine the exercise of seniority to a particular yard or yards, who meet the qualifications provided in paragraph (b) of this Section 3 shall receive one basic day's pay at the pro-rata rate on any of the following holidays:

New Year's Day  
Washington's Birthday  
Decoration Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

if any of the above-designated holidays falls on a work day or the work week as defined in paragraph (c) hereof.

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

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

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

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

NOTE: For the purpose of Section 3(b)(1), (2) and (3), an extra yard service employe will be deemed to be available if he is ready for yard service and does not lay off of

his own accord, or if he is required by the carrier to perform other service within that yard in accordance with rules and practices on the carrier.

(c) For purposes of this Section 3, the work week for extra yard service employes 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 employes 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.

(d) Any of the extra yard service employes described in paragraph (a) of this Section 3 who works on any of the holidays listed therein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

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

NOTE 1: An employe subject to this Section 3 whose service status changes from an extra yard service employe to a regularly assigned yard service employe or vice

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

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

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### EXPENSES AWAY FROM HOME

*(From Article II of National Agreement of June 25, 1964)*

*Section 1* - When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew as-

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

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

*Section 2* - 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) 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 rule, extra board employes 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.

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### **LODGING AGREEMENT**

MEMORANDUM OF AGREEMENT entered into at Amarillo, Texas, March 20, 1965, between The Atchison, Topeka and Santa Fe Railway Company, Eastern and

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Western Lines, Panhandle and Santa Fe Railway Company, and their employes represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, and Brotherhood of Railroad Trainmen.

IT IS AGREED THAT:

In the application of Article II, Expenses Away from Home, Section 1, of the Agreement dated June 25, 1964, (Appendix No. 25) the following will govern:

(1) Suitable lodging will be provided at Carrier's expense and the following will meet the standard of "suitable lodging":

- (a) A single occupancy bedroom, bed to be equipped with innerspring mattress or equivalent, sufficient blankets with clean linens (sheets, pillow cases and towels), with lavatory in room if not located in attached bathroom; adequate bathing and toilet facilities either accessible from within the bedroom or available on the same floor. Where attached or adjoining bath and toilet facilities are available at the designated lodging facility, such rooms will be assigned to the extent available.

NOTE: Exception to this Paragraph (1)(a) may be made by mutual agreement of the parties hereto.

- (b) Bedrooms, bathrooms and toilet facilities will be kept in clean and sanitary condition.
- (c) Rooms will be temperature controlled.\*

\*Open gas flame type heaters are not acceptable.

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(2) At any location where lodging, as specified in Paragraph (1), cannot be provided at Carrier's expense, in lieu thereof an allowance of \$2.50 will be paid to employes governed by this agreement who qualify under Article II, Section 1, of the June 25, 1964 Agreement.

(3) The allowances provided for in Paragraph (2) shall continue until suitable lodging, conforming to the standards set forth in Paragraph (1) above is provided by the Carrier.

(4) Lodging as provided in this agreement will be made available to the employes during entire period of tie up.

(5) If employes are tied up en route where meals and lodging are not available, under circumstances which make it impossible to reach their tie-up point or terminal, transportation will be furnished to a point where such facilities are available.

(6) This agreement shall be effective as of 12:01 AM April 1, 1965, and shall remain in effect until changed by the following procedure:

In the event either party serves notice of desire to change or cancel this agreement, Carrier representative and the General Chairmen will, within thirty (30) days endeavor to reach an agreement. In the event the parties are unable to resolve the issue, the provisions of the Railway Labor Act, as amended, will be followed.

Signed at Amarillo, Texas, this 20th day of March, 1965.

*(Signatures not reproduced. Signed by General Managers Olson and Stuppi and General Chairmen Potter, Miller, Stafford and Faulkner.)*

**DEDUCTION AGREEMENT**

This Agreement made at Amarillo, Texas, this 1st day of May, 1959, by and between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines, including Panhandle and Santa Fe Railway Company, hereinafter referred to as the Company, and their employes represented by the Brotherhood of Locomotive Engineers, hereinafter referred to as the Organization.

IT IS AGREED:

*Section 1.*

(a) Subject to the conditions hereinafter set forth, the Company will deduct all sums for initiation fees, periodic dues, assessments and insurance premiums (not including fines and penalties) payable to the Organization by members of the Organization, employed by the Company, from wages earned in any services, upon the written and unrevoked authorization of a member, in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" and made a part hereof.

(b) The signed authorization may, in accordance with its terms, only be revoked by executing the revocation form specified herein within:

(1) The fifteen (15) day period immediately following the first anniversary of the effective date of this agreement; or

(2) Thereafter in any year within the fifteen (15)day period immediately following the anniversary date of this agreement.

Revocation of the authorization shall be in the form agreed upon by the parties, copy of which is identified as Attachment "B" and made a part hereof.

(c) Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished to its members by the Organization, without cost to the Company. The Organization shall assume full responsibility for procuring the execution of the authorization forms by the members and for delivering such authorizations to the Company. In like manner, the revocation of an authorization shall be furnished by the member to the Organization, which shall be solely responsible for its delivery to the Company, as set forth in Section 2 hereof.

*Section 2.*

Deductions, as provided herein, shall be made by the Company in accordance with uniform certified deduction lists furnished to the Division Superintendent in duplicate by the Treasurer of the Local Lodge of which the employe is a member. Such lists, together with authorization and revocation of authorization forms, shall be furnished to the Division Superintendent on or before the tenth day of each month in which the deduction or termination of deduction is to become effective, as hereinafter provided. The original lists furnished shall show the member's name, the member's social security number, and the amount to be deducted, in the form approved by the Company. Thereafter, two lists shall be furnished each month by the Treasurer of the Local Lodge to the Division Superintendent, as follows:

(a) A list showing any changes in the amounts to be deducted from the wages of members with respect to whom deductions are already being

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made. Such list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted; also the names of members from whose wages no further deductions are to be made, which shall be accompanied by revocation of authorization forms signed by each member so listed. Where no changes are to be made, the list shall so state.

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

### *Section 3.*

Deductions, as provided for herein, will be made monthly by the Company from wages due members for the second period in each calendar month; and the Company will, subject to the provisions of Section 4 hereof, remit to the Organization the total amount of such deductions, less sums withheld in accordance with Section 5, on or before the twenty-fifth day of the month following the month in which such deductions are made. With such remittance the Company will furnish to the Treasurer of the Local Lodge a statement showing members from whom deductions were made and amount of deductions.

### *Section 4.*

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

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

Federal, State and Municipal taxes and other deductions required by law, including garnishments and attachments.

Amounts due the Company.

Hospital Association contributions.

Prior valid assignments and deductions.

(c) In cases where no deduction is made from the wages of a member due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the member for any subsequent payroll period.

*Section 5.*

(a) In consideration of the services herein described, the Organization agrees that the Company shall retain, from the sum of all deductions made in each month, ten (10) cents per member from whom deduction is made in such month; and remit to the Treasurer of the Local Lodge the balance due the Organization.

(b) If either party desires to change the charges provided for in Section 5 (a) hereof, the matter will be the subject of negotiation upon ten (10) days' written notice from either party to the other without affecting the balance of this Agreement.

*Section 6.*

Responsibility of the Company under this agreement shall be limited to remitting the amounts actually deducted from wages of members, pursuant to this agreement, subject to Section (5)(a); and the Com-

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pany shall not be responsible, financially or otherwise, for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the member involved and the Organization.

### *Section 7.*

The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Agreement.

### *Section 8.*

(a) In the event of any change in the representation of the craft or class of employes presently represented by the Organization party hereto, this Agreement shall be automatically terminated as to such craft or class of employes as of the date official notification is received from the National Mediation Board of such change in representation as to such craft or class of employes.

(b) This agreement shall become effective June 1st, 1959, and, except as provided in Sections 5(b) and 8(a), shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act as amended.

*(Signatures not reproduced. Signed by General Managers Buchanan and Landreth and General Chairman Potter.)*

DEDUCTION AUTHORIZATION

I hereby assign to the BROTHERHOOD OF LOCOMOTIVE ENGINEERS that part of my wages necessary to pay my initiation fees, periodic dues, assessments, and insurance premiums (not including fines and penalties) as reported to The Atchison, Topeka and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company, by the Treasurer of my Local Lodge in monthly statements, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Company effective June 1st, 1959; and I hereby authorize the Company to deduct from my wages all such sums and to pay them over to the Treasurer of my Local Lodge.

This authorization may be revoked by the undersigned in writing, in the manner provided for in Section 1(b) of the Deduction Agreement.

Employee Social Security Account No. \_\_\_\_\_

NAME \_\_\_\_\_  
(Last) (First) (Middle Initial)

HOME ADDRESS \_\_\_\_\_  
Street and Number  
\_\_\_\_\_  
City and State

Division \_\_\_\_\_ Occupation \_\_\_\_\_

Date \_\_\_\_\_, 19\_\_\_\_.

Signature \_\_\_\_\_

Lodge No. \_\_\_\_\_

**ATTACHMENT "B"**

**DEDUCTION AUTHORIZATION**

**REVOCATION**

Effective \_\_\_\_\_, I hereby revoke the Deduction Authorization now in effect, assigning to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay my initiation fees, periodic dues, assessments and insurance premiums (not including fines and penalties) now being withheld pursuant to the Deduction Agreement between the Organization and the Company effective June 1st, 1959.

Employee Social Security  
Account No. \_\_\_\_\_

NAME \_\_\_\_\_  
(Last) (First) (Middle Initial)

HOME ADDRESS \_\_\_\_\_  
Street and Number  
\_\_\_\_\_  
City and State

Division \_\_\_\_\_ Occupation \_\_\_\_\_

Date \_\_\_\_\_, 19\_\_\_\_.

Signature \_\_\_\_\_

Lodge No. \_\_\_\_\_

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### COMBINED BOARD AGREEMENT

The following is representative of Combined Board Agreements that have been placed into effect on certain territories. IT IS UNDERSTOOD, HOWEVER, THAT HANDLING WILL BE GOVERNED BY THE ACTUAL AGREEMENT SIGNED COVERING EACH SUCH TERRITORY:

MEMORANDUM OF AGREEMENT entered into between The Atchison, Topeka and Santa Fe Railway Company - Eastern and Western Lines, and the Brotherhood of Locomotive Engineers covering creation and operation of a combined freight board for engineers.

IT IS AGREED:

1. Engineers' pool freight board and engineers' freight extra board will be merged and the merged board will hereafter be considered a "combined freight board." This combined board to protect all work formerly protected by the freight extra board and passenger extra board when exhausted, qualifications permitting.
2. When an engineer lays off the combined freight board or is used in passenger service, the vacancy will be filled by using the engineer next out on the combined board. The man laying off or used in passenger service will be marked up last out on the combined freight board when reporting for duty.
3. Vacancies in other than pool freight service, including unassigned work trains and helpers, will be protected by the junior engineers assigned to the combined freight board, the number of such junior engineers subject to such service to be designated by the Superintendent in cooperation with the Local Chair-

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man. The first in, first out rule will apply in calling engineers in such group. Pool freight service will be protected by engineers assigned to and available on the combined freight board, such engineers to be called first in, first out.

4. An engineer on the combined freight board who is not available for call when he stands to protect other than pool freight service, or who lays off when he stands to protect other than pool freight service, will not be marked up on the board until the engineer who protects such service returns to the home terminal, at which time he will, if available, be marked up immediately behind the engineer who protects the service; provided, however, that if the call referred to in the foregoing is to protect service at an outside point, the engineer who does not protect his turn may, if he so desires, relieve the engineer who protects the service, no deadhead pay to be allowed the engineer who fails to protect his turn for either the trip to or from the outside point.

5. A joint check of the miles accruing to the combined freight board will be conducted at regular intervals, not to exceed ten days. A day of the week or dates of the month on which mileage checks are to be conducted will be mutually agreed upon by the Superintendent or his representative and the Local Chairman. When a check is made, the number of miles accruing to the board in the preceding ten-day period will be multiplied by three.

6. The number of engineers assigned to the combined freight board will not be increased or decreased as long as the average mileage, or equivalent thereof, accruing to the board is within the expressed minimum and maximum for freight; i.e., 3200 and 3800,

respectively, per month. When increasing or decreasing the board, a sufficient number of engineers will be added to or taken off to bring the average miles accruing to the board as near 3500 as possible. Should this average be above 3500 miles, an engineer will be added if the addition will not bring the average below 3200 miles.

Should the number of engineers laying off and/or a sudden increase in business make it necessary to add engineers to the board to protect the service, the number of engineers added under such circumstances may be removed from the board without regard to mileage as soon as conditions will permit.

7. In the event there is need for an engineer to protect other than pool freight vacancy and none of the designated junior men assigned to such combined freight board is available, the junior available engineer of those assigned to the combined freight board will be used until a designated junior man is available, the junior available engineer to receive pay for the outgoing, but not for the return deadhead trip; the designated junior man to receive deadhead pay only for the return deadhead movement.

8. When reductions in the combined freight board are made they will be in reverse order of seniority (Article 19(k)).

9. In placing this handling into effect, no claims for runaround or penalty payment resulting therefrom will be allowed.

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### **HANDLING CIRCUS TRAINS IN MAY 7, 1937 YARDS**

Letter agreement, General Managers Lautz and Gillies to General Chairmen Kowalski, Keiser, Collins and Gross, June 20, 1940:

Although it was pointed out no discussion was had, or consideration given, the handling of circus trains under the rule in the Conductors' and Trainmen's respective agreements at the time the May 7th switching agreement was negotiated, and it had not therefore been considered that work performed by road crew in handling circuses was intended to require application of the switching agreement, it has been decided, as you were advised, that the application will be made where crews handle circus at points covered by the switching agreement.

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### **YARD ENGINEERS FORCE ASSIGNED TO VACANCIES AT OUTSIDE POINTS**

Letter Agreement, General Managers Olson and Stuppi to General Chairman McFather, April 16, 1966:

This is to record the understanding that, effective May 1, 1966, an engineer force assigned to a permanent vacancy on an outside yard assignment. for which no bid received will be allowed pay under the deadhead rules.