AGREEMENT
BETWEEN THE
SOUTHERN PACIFIC
TRANSPORTATION COMPANY
(Pacific Lines)
AND ITS
TRAINMEN
REPRESENTED BY THE
UNITED TRANSPORTATION UNION
EFFECTIVE OCTOBER 1, 1976

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The reader is cautioned that on the date of reprint, this document is twenty two years old. It is a snapshot of a way of doing business in 1976. While we still refer to various aspects of the agreement between the carrier and the organization by article number, the fact remains that most of the agreement has, since 1976, been modified in one or more of several ways. Today, all of the national agreements impact at least portions of this agreement; hundreds of arbitration awards influence the interpretation of at least portions of it, and the parties themselves have since changed several articles or portions of them.

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Passenger Service

Article 1

Rates of Pay

Section A. 1. Rates for trainmen on trains propelled by diesel electric or other motive power will be those set forth in current rate sheets.

2. Rates specified for "baggagemen handling express" apply to baggagemen in the employ of railroads who shall be paid exclusively by the railroads.

Section B. 1. Higher monthly wages for trainmen and baggagemen, and higher daily rates and higher hourly rates for overtime determined in accordance with the ruling of the Commission of Eight are retained.

2. To obtain the daily rate of pay, divide the straight monthly salary by the number of days per month the train is scheduled; then divide this daily rate by eight to produce the hourly overtime rate.

Section C. The provisions of Sections A and B of this Article apply to all passenger service, including extra passenger service, preserving former earnings as minimum compensation.

Section D. The train conductor is responsible for lifting and handling sleeping car transportation on the train in his charge and for other services in connection therewith as required by instructions issued by proper authority. A conductor operating on a train having sleeping car service, excluding official or business car or cars, will be allowed 67/100 cents ($0.0067) per mile. This allowance is not subject to wage increases or decreases.

Article 2

Basic Day

Section A. 1. One hundred and fifty miles or less (straightaway or tumaround) constitute a day's work. Miles in excess of 150 will be paid for at the mileage rates provided.

2. A passenger day begins at the time of reporting for duty for the initial trip. Daily rates obtain until the miles made at the mileage rates exceed the daily minimum.

Section B. 1. In passenger service the working time of trainmen will commence at the time they are required to report for duty and will continue as a crew unit after arrival of train at final terminal until they are relieved of all responsibility in connection with assigned duties. Time off duty, as shown by conductor in charge of crew, will govern time trainmen are released from duty. Individuals arriving at terminals in passenger service, unattached to a crew, will register properly the time of their arrival on form provided for that purpose or assure themselves that they have been properly registered.

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

3. The minimum allowance for passenger service will be time and mileage computed from the designated point at initial terminal to the designated point at the final terminal, with a minimum of 150 miles, except if trainmen in extra unassigned passenger service are required to operate beyond the designated point at either the initial or final terminal, such additional time and mileage will be added to the trip time and mileage.

Article 3

Overtime

Section A. 1. Trainmen on short tumaround passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, will be paid overtime for all time actually on duty, or held for duty exceeding 8 hours (computed on each run from the time required to report for duty to the end of that run) within 9 consecutive hours; and also for all time exceeding 9 consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time will be counted as continuous service if the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made.

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

3. If trainmen are called for extra or unassigned service under this section, the call will specify short tumaround service.

4. Under the operation of the 8-within-9-hour rule, if excessive overtime earnings accrue, or if the Carrier is penalized by limitation on the number of trips which may be made in a day's assignment, or if the rule is inequitable to trainmen, the Carrier and the Organization will negotiate with a view of eliminating such inequalities.

Section B. 1. Trainmen who are operating in assigned passenger service, including passenger assignments which are under bulletin, other than tumaround passenger service as covered by Section A, will be allowed overtime to the extent that the total time on duty from initial terminal to final terminal of assignment exceeds the scheduled running time of the train or trains comprising the assignment.

2. The provisions of paragraph 1 will apply if trainmen who are operating in assigned passenger service, including passenger assignments which are under bulletin, traverse an alternate route, either all or in part, in making trip from the initial terminal to the final terminal of the assignment.

3. Trainmen who are operating in extra unassigned passenger service, including tumaround service other than tumaround service referred to in Section A, will be allowed overtime to the extent that the total time on duty exceeds the average of the scheduled running times of regular passenger trains operating in the same direction between the initial and final terminal, the initial terminal and turning point or the initial terminal and intermediate point, or vice versa.

4. Trainmen who are operating in extra unassigned passenger service, other than tumaround passenger service referred to in Section A, in territory where passenger service is not scheduled will be allowed overtime to the extent that the total time on duty exceeds the time consumed in making the trip computed from time of departure from initial terminal, or intermediate point where routed over such territory, until time of arrival at final terminal, or intermediate point where portion of trip over such territory ends, provided such trainmen will be allowed not

less than overtime to the extent that the total time on duty exceeds the mileage operated divided by 25.

5. If trainmen referred to in paragraph 4 perform turnaround service, other than turnaround service referred to in Section A, and the turning point is located in territory where passenger service is not scheduled, all time consumed at the turning point, computed from time of arrival until time of departure, will be excluded in computing time consumed in making the trip.

6. Trainmen who are operating in assigned passenger service, including passenger assignments which are under bulletin, who operate over other than the normal route of the train of the assignment in territory where passenger service is not scheduled, other than trips covered by paragraph 2, will be governed by the provisions of paragraph 4.

7. The scheduled running times of regular trains of assignments which are covered by Section A will not be used in calculating overtime under this section.

Section C. Overtime in all passenger service will be paid for on the minute basis at a rate per hour not less than one-eighth of the daily rate herein provided.

Article 4

Guarantees

Section A. Regularly assigned passenger trainmen who are ready for service the entire month and who do not lay off of their own accord will receive the monthly guarantee provided for in Article 1 of the current rate sheets, exclusive of overtime, arbitraries and extra service.

Section B. If a regularly assigned passenger trainman lays off of his own accord or is held out of service, the extra trainman will receive the same compensation the regular trainman would have received, and the amount paid the extra trainman or trainmen will be deducted from the amount the regular trainman would have received had he remained in service. The sum of the payments to the trainman or trainmen who may be used on the run will equal the monthly guarantee.

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

Section D. For the purpose of avoiding payment of excess overtime on turnaround runs in passenger service if any part or leg thereof is over 80 miles, the Company may rearrange runs, combine pools or sets of runs, and may establish interdivisional runs, except if this is prohibited by existing agreements. Such runs will be paid for in accordance with the mileage schedules of this agreement, but not less than the combination of trip rates provided for in this Agreement.

Section E. If days off under pay (not layover days) were allowed as a result of agreement or concessions account mileage adjustment, such layoff days will be continued.

Section F. 1. If the monthly earnings of regularly assigned passenger trainmen from daily guarantees, mileage, overtime and other rules do not produce amounts per day set forth on current rate sheets under Article 4, Section F, they will be paid for each day service is performed as set forth therein.

2. Trainmen holding regular assignments doubling the district one day and laying over the next, will receive the earnings guarantee under this section for each trip if the monthly earnings from daily guarantees, mileage, overtime and other rules, do not produce the daily amounts set forth therein.

3. If extra trainmen fill vacancies in regular positions they take conditions of the regular positions. Service performed by extra men not filling place of regular men will be paid not less than the daily earnings minima for each day service is performed.

Section G. 1. In applying the provisions of Section B. the monthly guarantee will be prorated on the basis of the number of days the run is bulletined to operate. If conductor or one or more of the brakemen involved do not earn their proportion of the monthly guarantee based on the number of days the run is bulletined to operate, the difference between the total straight time earnings of all the conductors and brakemen involved and the applicable money monthly guarantee will be divided on the basis of the number of days the conductor, brakeman, or brakemen operated on or protected the run on the dates it was bulletined to operate and on which they received less than their pro rata of the monthly guarantee. If an assignment is in effect only a fractional part of a month, the monthly guarantee will be reduced in proportion.

2. The term"days" in this section is not confined to a calendar day if the assignment calls for doubles.

EXAMPLE:

Trainmen A, B and C operate on a passenger assignment scheduled to operate 27 days in a particular month. Trainman A works 7 days, Trainman B works 8 days, and Trainman C works 12 days.

The straight time earnings of Trainmen A, B and C is $1290.00 and the monthly guarantee is $1350.00, leaving $60.00 to be prorated. The trainmen involved did not earn on the number of days shown the pro rata of the monthly guarantee, $1350.00 = 27 as follows: Trainman A = 5 days, Trainman B = 6 days, and Trainman C = 9 days.

The remainder of the guarantee is then distributed as follows: Trainman A = 5/20ths of $60.00, Trainman B = 6/20ths of $60.00, and Trainman C = 9/20ths of $60.00.

3. If a trainman operates on or protects a run each day during the month it is assigned to operate, he will be allowed the applicable money monthly guarantee.

4. All adjustments because of application of average daily earnings guarantee will be made on second period payrolls each month and shown as a separate item.

Section H. 1. At points where passenger conductors' and brakemen's extra boards are maintained and operated on a rotary (first-in first-out) basis, trainmen holding positions thereon who are available for service the entire month will receive not less than guarantee set forth in current rate sheets, exclusive of overtime and arbitraries. Trainmen holding positions on such extra boards who are available fractional parts of a month will receive not less than pro rata of monthly guarantee for the number of days they are available.

2. Superintendent, or his designated representative, and Local Chairman, UTU, will participate in regulating the number of trainmen on passenger conductors' or brakemen's extra boards. If, in the opinion of the Superintendent or his designated representative, the men on the extra board will not earn the applicable monthly amount of guarantee, or fractional part thereof, as the case may be, he will have the sole right to regulate the board.

Article 5

Train Baggagemen and Brakemen Handling Mail, Baggage, Express, Etc.

Section A. Train baggagemen will be paid as set forth in Article 1, current rate sheets.

Section B. 1. Handling baggage, United States Mail, parcel post, Company material, Company mail, milk and cream moving as baggage, and work incident thereto, will be train baggagemen's work and subject to the rates of pay and working conditions contained in this agreement.

2. Trains on which exclusive baggage is handled or on which both baggage and express is handled will be manned by train baggagemen.

3. Train baggagemen will qualify to the satisfaction of the officers of the Company.

4. Vacancies occurring on runs held by train baggagemen will be filled from the ranks of qualified train baggagemen.

Section C. Train baggagemen who are required to handle express will receive rate specified for "baggageman handling express".

Section D. 1. Train baggagemen who are required to handle United States mail will be paid 46 cents per day more than the standard rate par day provided for train baggagemen.

2. The extra allowance for handling United States mail, as set forth in the preceding paragraph, will not apply if the amount of such mail handled in the aggregate does not equal or exceed in volume that provided for the minimum space that can be authorized by the Postal Service; viz, three feet or its equivalent.

3. The term "handling", as referred to above, includes loading United States mail into car, storing it in car, sorting it en route or unloading it at intermediate or terminal points.

4. The extra allowance for handling United States mail will not apply when "storage" mail is in charge of train baggageman, if he is not required to handle it.

5. The number of "sacks or pieces" which governs payment of 46 cents differential is subject to change according to periodic checks conducted by the Postal Service. At last check on July 1, 1967, the number of "sacks or pieces" was 59, each sack, pouch, or outside parcel counting as one piece.

Section E. 1. A brakeman on a passenger train who is required to handle to or from the train, baggage, express, U.S. mail, parcel post, Company material, milk and cream, if the pieces handled number collectively on any one trip ten or more, will be allowed the amount specified in the current rate sheets for each trip on which such work is performed in addition to other allowances.

2. If the service outlined in this section is performed with reasonable regularity, Superintendent and Local Chairman, UTU, may agree that the position of head brakeman will be advertised for seniority choice of trainmen. If such service is discontinued, the position of head brakeman will be eliminated and the position advertised as a regular vacancy.

3. If position of head brakeman is established on assignments already in effect, the assignment of the junior brakeman on the crew or crews involved will be canceled and concurrently the position or positions as head brakeman will be advertised.

Section F. A brakeman who, in the absence of a train baggageman on the train on which employed (including a freight train), is required on instructions from an officer of the Company to handle Company mail, or foreign line mail, to or from his train and/or to handle and deliver such mail, will be allowed one hour at the straight time basic rate of pay applicable to the class of service in which engaged for each trip on which such service is performed in addition to other road trip payments.

Section G. 1. If a brakeman is required by proper authority to handle commodities moving under express billing and the amount handled is 50 pounds or less, he will be allowed the amount specified in current rate sheets in addition to compensation for trip. If the amount handled exceeds 50 pounds, he will be allowed the amount specified in current rate sheets in addition to compensation for trip.

2. The provisions of this Section will apply to brakemen in either freight or passenger service, except they will not apply to train baggagemen who are governed by the express differential provided for in the current rate sheet.

Section H. "Trip" as used in Sections E, F, and G means a day's work for which payment is made on the basis of miles or hours, whichever is the greater.

Section I. Trainmen will not be eligible to acquire assignments on brakemen's passenger extra boards unless they are qualified as train baggagemen.

Section J. Carrier will arrange to provide so-called "star cars" in consists of trains on which train baggagemen are assigned for use as line cars.

Article 6

Deadheading

Section A. 1. Trainmen in passenger service who are deadheaded at the instance of the Company from terminal to terminal, or from initial terminal to intermediate point, or vice

versa, will be paid on the same basis and rate as the trainmen handling the train on which deadheaded.

2. Trainmen operating in assigned passenger service who are deadheaded in lieu of service on their assignment will be paid on the same basis and rate as the trainmen handling the train on which deadheaded, but will be allowed not less than the mileage and rate applicable to their assignment, whether the assignment operates or not.

3. Passenger trainmen deadheading at the instance of the Company to an intermediate point for service and later instructed to deadhead to another intermediate point or to a terminal, will be paid the same as if the waiting time had not occurred, and in addition will be paid for the actual time waiting at the intermediate point after the first hour at one-eighth of the daily rate of pay applying to the deadheading.

4. Passenger trainmen deadheading at the instance of the Company who are required to wait at intermediate point or points for train connections will be paid the same as if the waiting time had not occurred, and, in addition, will be paid for the actual time waiting at the intermediate point or points after the first hour at one-eighth of the daily rate of pay applying to the deadhead; except, the continuity of the payment will terminate at the expiration of seven hours, 30 minutes after the first hour, for which a minimum day will be allowed, but thereafter they will be allowed a minimum day at the rate of pay applying to the deadhead for each 23 hour 30 minute period, until deadheading is resumed. If they are required to wait more than 16 hours but less than 23 hours 30 minutes, trainmen will be paid actual time at 1/8th of the applicable rate of pay applying to the deadhead.

5. The provisions of paragraphs 3 and 4 will not apply to a combination of service and deadheading compensated under the provisions of Article 39. Neither will they apply to delays to train or trains while trainmen are deadheading thereon.

Section B. Passenger trainmen deadheading at the instance of the Company from terminal to intermediate point, distance over 80 miles, who go into service, return to terminal or continue on to a distant terminal, will be paid under Article 39, provided if they are released at intermediate point four hours or more, they will be paid as outlined in Article 2, and service trip will be paid as if deadhead had not occurred; provided further, that trainmen deadheading under this section will automatically go on duty at the expiration of 12 hours from time released at intermediate point and will start a new day. This section will apply in same manner to crews or individuals whose tour of duty begins in service and ends deadheading.

Section C. Passenger trainmen who deadhead from terminal to terminal or to an intermediate point, distance 80 miles or less, go into service, return to terminal or perform one or more short turnaround passenger trips will be paid for entire service under short turnaround eight-within-nine-hour rule.

Section D. Deadheading to take assignment or after making displacement in the exercise of seniority choice will not be paid for.

Section E. Brakemen hired at headquarters and sent to another terminal to enter service will not be paid for deadheading.

Section F. Passenger trainmen called to deadhead under any of the provisions of this Article will be allowed actual miles with a minimum of 150 miles (under basic day rule) for each deadhead trip if it is not combined with road service. Time in excess of running time as provided in Article 3 will be paid at the applicable overtime rate. The rate of pay applicable to the service requiring the deadhead will apply providing such rate is in excess of other payments provided in this Article.

Section G. 1. Passenger trainmen will be called to work or deadhead in the order of their standing and availability on the basis of the time called to go on duty or the time called to deadhead, except as set forth herein:

(a). If two or more passenger conductor vacancies exist on the same train, including those for helper conductors and/or passenger conductors deadheading thereon, they will be filled in the following order: The first out conductors will deadhead but helper conductors' vacancies will be filled before deadhead train conductors' vacancies. After deadhead vacancies have been filled the next out conductors will fill the working helper conductor vacancy, followed by the working train conductor vacancy, if their on-duty time is the same.

(b). If madeup passenger crews are deadheaded on the same train along with other trainmen who will be used for passenger service en route or at the opposite terminal, respective vacancies on the crews will be filled ahead of other deadhead vacancies. If one or more of such deadhead crews must be taken off train for service en route and all such crews were fully rested at time of starting deadhead, they will be used for service en route in the order they stood for service when called to deadhead. If one or more of the deadhead crews are not fully rested when called, the rested crews will be first used in the order of their standing as above described.

(c). If two or more extra or Article 8 trainmen are deadheaded on the same train to outside points for service they will detrain in the same respective order as called. If two or more trainmen are called to deadhead on the same train to the same point for service, including helper conductor or train baggagemen service they will be used in the order called to deadhead; helper conductor vacancies will be filled ahead of train conductor vacancies if their on-duty time is the same, and train baggagemen vacancies will be filled ahead of passenger brakemen vacancies if their on-duty time is the same.

(d). If a vacancy exists for a train conductor and a helper conductor who will go on duty at the same time on the same train, the helper conductor vacancy will be filled first. The standing of conductors (other than those used to fill vacancies in regular passenger service) for subsequent extra unassigned passenger service from the away-from-home terminal will be the same as they stood for extra passenger service at the time they were called from the initial terminal; except that those conductors working in unassigned conductor service will stand first-out for a period of 4 hours for subsequent helper conductor service and thereafter their standing will be the same as they stood when called to work as helper conductor from the initial terminal. For examples see TRN 1-919 in Appendix B.

Section H. Trainmen used on madeup crews in extra passenger service will take their turn out of the outside terminal, when available, in line with their arrival.

Section I. If trainmen are deadheaded at the instance of the Company by a means of transportation other than train service, they will be allowed the rail mileage between the points deadheaded.

Article 7

Held-Away-from-Home-Terminal Time

Section A. 1. Trainmen handling extra or special passenger trains held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour at 1/8th of the daily rate paid them for the last service performed.

2. If they are held sixteen hours after the expiration of the first twenty-four hour period from the time relieved, they will be paid for the actual time so held during the next succeeding eight hours, as provided in paragraph 1, above, or until the end of the second twenty-four hour period, and similarly for each twenty four hour period thereafter. (For exceptions to the provisions of this paragraph, see Article 35, Section H.)

Section B. 1. If a trainman is called for service or ordered to deadhead after pay begins, held-away-from home-terminal time ceases at the time pay begins for such service or deadheading.

2. Trainmen ordered to deadhead after pay begins will compute their held-away-from-home-terminal time until actual departure of the train on which called to deadhead, subject to discontinuance after eight hours held-away-from-home-terminal time has accrued, except if they are compensated under Article 39 held-away-from-home-terminal time ceases at time called to deadhead.

Section C. Payments accruing under this rule will be paid for separate and apart from pay for the subsequent service or deadhead.

Article 8

Handling Passenger Trainmen, Crew Consist, Runarounds, Etc.

Section A. 1. Trainmen will man all revenue passenger trains even though such trains are operated partly or entirely within yard limits.

2. In passenger service on trains of four or more cars, exclusive of official (business) car or cars, a crew will consist of a conductor and not less than two brakemen. On trains of fewer than four cars, exclusive of official (business) car or cars, a crew will consist of a conductor and at least one brakeman.

3. If helper conductor is used on passenger train he will be paid at the same rate as the regular conductor handling the train. On trips of over 80 miles, helper conductor will be compensated in accordance with Article 2, and payments for trips not exceeding 80 miles helper conductor will be compensated under Article 3, Section A.

Section B. 1. Trainmen who are in the same class of service or who are holding positions on the same source of supply operating on a first-in and first-out (rotary) basis who arrive at the same terminal via different routes, and arrive at the same time at the point or points in the terminal which fixes their standing for subsequent service will be placed on the board or boards for subsequent service in the order of the time they went on duty or reported to deadhead at the initial point for the trip involved.

2. In applying paragraph 1 above, if two or more of such trainmen went on duty or reported for deadhead at the initial points at the same time, the trainman or trainmen who worked or deadheaded the greater distance on the trip will be placed on the board first.

Section C. 1. Trainmen standing for call for extra passenger service or to fill vacancies in assigned service who are not called in turn at terminal and who are run around through no fault of their own, will be allowed 75 miles. If they are not called for service within four hours from the time runaround, they will be allowed 150 miles. Runarounds will be paid at the rate applicable to class of service for which they would have been called.

2. Runaround penalties provided in this section will not apply to trainmen who are runaround because they have insufficient time to make trip under Hours of Service Law. However, trainmen run around under this section who have as much time to work as that consumed by trainmen making the trip will be compensated under this section. See Sections F and G, Article 23.

Section D. Extra brakemen who are used to fill positions or vacancies in passenger service tying up at outside points will be subject to the provisions of Article 23, Section D. (For conductors, see TRN 1-794, Appendix B.)

Section E. 1. On divisions where there is sufficient extra passenger work to warrant establishment of a passenger trainmen's extra board, it will be done. Such boards will be established at home terminals of through passenger assignments and at other points mutually agreed upon. Trainmen assigned to passenger trainmen's extra boards will receive the same rates regular trainmen receive, with a minimum monthly guarantee as set forth in current rate sheets.

2. Trainmen assigned to passenger trainmen's extra boards will work first-in first-out.

Section F. 1. Where passenger trainmen's extra boards are maintained, trainmen assigned thereto, when available, will fill all vacancies occurring on regular passenger runs and handle all extra passenger service allocated to such extra boards.

2. If conductors assigned to passenger conductors' extra board are not available, or at home terminal of through passenger runs where such boards are not maintained, senior available qualified freight conductors will be used for extra passenger service, including conductors "Laying-in" under paragraph 3, this section.

3. A trainman in freight service who is qualified for passenger service may make himself available for passenger service as conductor only at the point on his territory which is the source of supply for extra passenger service. Such trainman may also displace a junior freight conductor being used as an emergency passenger conductor, subject to the provisions of Article 34, Section D.

4. Trainmen located at or laying over at points other than where passenger extra boards are located (or other than a source of supply) will not be available under this Article for passenger service originating at such points.

5. A conductor assigned to passenger conductors' extra board may displace a junior extra board conductor filling vacancy in passenger service on a run having home terminal at a location other than where a passenger conductors' extra board is maintained.

6. If brakemen assigned to passenger brakemen's extra board are not available, or at home terminal of through passenger runs where such boards are not maintained, qualified brakemen working from the freight brakemen's extra boards will be used, subject to local rules.

Section G. Conductors who do not desire passenger service under Section A of this Article will be required to sign a waiver which will remain in effect for six months from its date. For brakemen, see Article 53, Section B, Paragraph 4. This waiver is subject to renewal on or before the expiration of the six months' period and cannot be canceled while it is in effect. Superintendent and Local Chairman will confer and agree upon the number of conductors necessary to protect the service who will provide themselves with standard uniform. Trainmen who have signed waiver may be called to make up the necessary number. If it becomes necessary to use an additional conductor, or conductors, in passenger service because the supply agreed upon is exhausted, the senior available qualified conductor not regularly assigned to passenger service will be used temporarily, but such use will not change his waiver status. The following form of waiver will be used:

"The undersigned hereby does not desire to be called as conductor for extra passenger service. This waiver will be effective for six months from this date, after which it will be canceled automatically unless renewed.

"I understand this request cannot be canceled within the six months' period, but it does not restrict me from applying for a passenger assignment under bulletin, including temporary vacancies, nor from exercising my seniority to displace as a regular passenger conductor under rules governing."

Section H. One of the qualifications for trainmen in passenger service and for such mixed trains as may be designated by the Company is the possession of a standard uniform. (See TRN 1-662 as amended by GEN 116-1376 in Appendix B.)

Section I. 1.If a regular passenger train is divided at a terminal and is run in not less than two sections over the entire district of the regular trainmen assigned to such train, the regular trainmen will be used on the first section; except if a train baggageman is assigned, such train baggageman will be used on the first section on which train baggage service is required.

2. If a stub train must be operated out of the initial terminal of regular trainmen's assignment ahead of a delayed passenger train, but not in advance of timetable schedule of the regular train, to perform part of the work of the regular train, regular assigned trainmen, if available at the terminal, will be used on such stub passenger train.

Article 9

Initial And Final Terminal Switching, Handling Freight Cars at Terminals or at Stations En Route

Section A. Passenger trainmen will not be required to handle freight cars at stations en route or at either terminal of their run except in extreme emergency.

Section B. Passenger trainmen required to perform switching at initial terminal will be paid for such service on the minute basis at one-eighth of the daily rate per hour. Time will be continuous from time required to report for duty until switching is completed and train coupled together. Time consumed switching will be computed separately and paid for in addition to road over-time.

Section C. Passenger trainmen required to perform switching at final terminal will be paid for actual time consumed on a minute basis. If trainmen are not on overtime on arrival at final terminal but overtime period commences before final release, pro rata rate will be paid up to the time overtime commences and time thereafter at time and one-half. The time will be computed separately and paid in addition to time and mileage of trip.

Article 10

Moving Freight Cars and Freight Commodities on Passenger Trains, Consist of Passenger Service Trains

Section A. 1. Trainmen on passenger trains handling freight car or cars en route, except freight cars which are used solely for the handling of mail, baggage and express, will receive through freight rates for the actual miles such freight car or cars are handled in addition to time and/or mileage of the trip.

2. Trainmen on passenger trains handling freight car or cars en route which are used solely for the handling of mail, baggage and express will be compensated at the applicable through freight rates.

3. (a). If freight commodities are handled on a passenger train and such commodities are not loaded or unloaded en route, the trainmen operating thereon will be compensated at the applicable through freight rates.

(b). If such freight commodities are loaded or unloaded en route, the trainmen operating on the train will be compensated at the local freight rates applicable to the freight district on which the shipment was loaded or unloaded. If such shipment is loaded on one freight district and unloaded on another freight district where different local freight rates prevail, the higher of the two local freight rates will be allowed for the entire trip. If overtime accrues it will be paid for on the minute basis of 1/8th of the daily local freight rate applicable to the trip.

4. If Company material not in the custody of a train baggageman is moved in a passenger train, either under baggage billing or without billing of any kind, the trainmen operating on the train will be compensated as outlined in paragraph 3, above.

Section B. 1. Special holiday mail, baggage and express trains which generally operate during December and a portion of January each year will be manned by passenger trainmen irrespective of the number or class of cars in the train or the contents of such cars, except that cars containing shipments

moving under freight billing will not be handled. Trainmen used on such trains will be compensated at the applicable through freight rates. Overtime will be allowed to the extent that the total time on duty from initial terminal to final terminal exceeds the mileage operated divided by 20, except if mileage operated is 150 miles or less, overtime will be allowed after seven hours 30 minutes on duty.

2. Trains consisting of mail, baggage and express, or a combination thereof, other than those referred to in paragraph 1 above, which operate during December and a portion of January each year will be subject to the conditions set forth in said paragraph 1. This does not include trains coming within the scope of Article 8, Section I.

3. Freight cars containing mail, baggage or express which are handled in the trains referred to in paragraphs 1 and 2, which are made empty en route, may be handled to the final terminal of the passenger district.

4. The provisions of paragraph 1, Section A, will not apply to trainmen handling trains referred to in paragraphs 1 and 2 of this Section, except if freight cars containing commodities under freight billing are handled, or if empty freight cars are handled out of the initial terminal, or are picked up at intermediate points en route.

Section C. 1. Trainmen who are used on either a regular passenger train or an irregular unassigned passenger train, the consist of which includes one or more passenger-equipped freight cars, will be compensated at the applicable through freight rates.

2. The term "passenger-equipped freight car," used in paragraph 1 above, means a freight car constructed and especially equipped to render it suitable for passenger train service.

Section D. 1. Express trains or trains of deadhead passenger equipment, or a combination of both; irregular unassigned trains consisting entirely of passenger equipment, including deadhead passenger equipment, U.S. storage mail, express or baggage, or any combination thereof, consisting of 21 cars or less, including the car used as a rider-car for the trainmen handling the train, will be manned by passenger trainmen who will be compensated under rules governing passenger service.

2. If the consist of the trains referred to in paragraph 1 above exceeds 21 cars, including the car used as a rider-car for the trainmen handling the train, they will be manned by freight trainmen under rules governing through or irregular freight service.

3. If the trains referred to in paragraph 1 above pick up cars en route to the extent that the consist exceeds 21 cars, including the car used as a rider-car for the trainmen handling the train, the passenger trainmen who are operating thereon will handle such trains only to the next district freight terminal unless the consist is reduced to 21 cars or less at or prior to arrival at such district freight terminal. The trainmen handling the train will be compensated at the applicable through freight rates.

4. If the consist of the trains referred to in paragraph 1 above exceeds 21 cars, including the car used as a rider-car for the trainmen handling the train, and in addition includes one or more cars occupied by revenue passengers, such trains will be manned by passenger trainmen who will be compensated at the applicable through freight rates under rules governing passenger service.

Section E. Passenger trainmen who are allowed through freight rates under any of the provisions of this Article will be compensated at the through freight rate applicable to the freight district or districts or portions thereof traversed for the actual mileage operated on each such district. The minimum allowance for the entire tour of duty from initial to final terminal of the run will be 150 miles at the minimum through freight rate applicable to any one of such districts. Overtime, when earned, will be allowed on the minute basis at 1/8th of the minimum daily through freight rate applicable to any portion of the trip and, except for service covered by paragraphs 1 and 2, Section B, will be computed on the basis set forth in Article 3, Section B.

Section F. Cabooses may be used on any of the trains referred to in Section B, paragraphs 1 and 2, Section C, paragraph 1, and Section D, paragraphs 1, 2 and 4, as rider-cars for the trainmen handling the trains; also cabooses occupied by or for the use of crews which have been called to deadhead on such trains may also be handled.

Section G. The provisions of this Article do not apply to nor restrict the assignment of trainmen to mixed train service.

Article 11

Tie-ups Account Interruption to Traffic

Section A. Passenger trainmen tied up between terminals because of interruption to traffic for causes over which the Company has no control will be paid continuous time from time required to report for duty until 12 hours after having been tied up, and overtime on basis provided in Article 3. If crew remains tied up, the next succeeding 16 hours will be deducted and crew will then go on duty and will be allowed a minimum day for the next 7 hours and 30 minutes, and so on for each succeeding 23-hour and 30-minute period so tied up. If crew begins service any time after pay begins, held time and service will be computed continuously until they reach the next tie-up point or are finally released at terminal.

Section B. Trainmen tied up account interruption to traffic and used in other service will be paid under rules governing class of service in which used, provided that crews will not receive less than they would have earned in their regular assignment. (See TRN 1-546, Appendix B.)

Article 12

Initial and Final Terminal Delay

Section A. 1. Initial terminal delay will be paid on a minute basis to trainmen in passenger service for all time exceeding 60 minutes computed from the time of reporting for duty up to the time the train leaves the terminal ("terminal" means passenger station or other starting point from which the train actually departs), at 1/8th of the basic daily rate, in addition to the full mileage. Actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid will be deducted from the initial terminal time under this rule.

2. When road overtime accrues during any trip or tour of duty, payments for both initial terminal delay and overtime will not be made, but whichever is the greater will be allowed.

3. If a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

Section B. 1. Trainmen in passenger service will be paid final terminal delay for the full delay at the end of the trip. Such delay will be computed after arrival of train within yard limits of final terminal as follows:

2. Final terminal delay will be computed from time train stops at final terminal station until trainman is relieved from duty. If a passenger train, after arriving final terminal of the run, is stopped by an opposing or preceding train standing or yard engine working at the final terminal station, final terminal delay will begin.

3. If a tour of duty in passenger service is composed of a series of trips, final terminal delay will be computed on only the last trip of the tour of duty.

4. If the trainman is not on overtime on his arrival at location where final terminal delay begins, any final terminal delay accruing will be allowed at pro rata of the applicable daily rate until the time when road overtime begins and thereafter on the minute basis at the hourly rate applying for road overtime. If road overtime has begun when trainman arrives at the location from which final terminal delay is computed, final terminal delay will not apply and road overtime will be computed to time trainman is relieved from duty.

5. If trainmen are paid for final terminal switching, payment for final terminal delay and final terminal switching will not be duplicated.

6. If trainmen receive arbitrary allowances at their final terminal under any rule, practice or interpretation, duplicate payments will not be made, but whichever is greater will be allowed. If trainmen receive arbitrary or penalty allowances for service at the final terminal, only the time consumed in performing the service requiring the payment of arbitrary or penalty will be deducted in applying the foregoing provisions. Payments to brakemen at their final terminal under Article 5, Section C, Article 44, Section C 1, this Agreement, will not be considered "duplication of payments" as referred to herein.

7. The provisions of this section will not apply to deadheading and motion picture trains.

Freight Service

Article 13

Basic Day and Overtime

Section A. In all road service, except passenger service, 100 miles or less, eight hours or less (straightaway or turnaround), constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided.

Section B. On runs of 100 miles or less overtime will begin at the expiration of eight hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by twelve and one-half. Overtime will be paid on the minute basis, at a rate per hour of three-sixteenths of the daily rate.

Section C. Car Scale Additives from National Agreements.

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

Less than 81	81 to 105	106 to 125	126 to 145	146 to 165*
$0.35	$1.00	$1.40	$1.65	$1.75

*Add 20¢ for each additional block of 20 cars or portions thereof.

Article 14

Crew Consist: Beginning and Ending of a Day

Section A. Except as provided in Article 8, Section A, and Article 25, Section I, a crew in all classes of service will consist of not less than one conductor and two brakemen. For conductors, see TRN 2-162-SP; for third brakemen see local agreements TRN 2-120.

Section B. 1. In all classes of service, other than passenger, trainmen will go on duty not less than 30 minutes in advance of the time set to depart. Such trainmen will be compensated from time brought on duty until the time they are relieved from duty subject to the conditions set forth in Section C, this Article. (See TRN 1-620 in Appendix B.)

2. Trips commenced on one calendar day and not completed until the following day will be counted as having been made on the day on which they began.

Section C. 1. The working time of trainmen will continue as a crew unit after arrival of train upon the designated receiving track in a yard at terminal of run until they are relieved of all responsibility in connection with the actual physical operation of the train, which includes tying down the train, putting engine away where such work is necessary, registering and delivering bills.

2. Time shown on the register by conductor in charge of crew will govern time trainmen are released from duty. Trainmen in swing service, pilot service, flagging service, or deadhead service, unattached to a crew, on arrival at the terminal will register the time they are released, as set forth herein, in a book or place provided for that purpose. Trainmen will be called for next service in accordance with the arrival time as shown on the register, except that work train crew members who perform work train service at the final terminal will be called for next service in accordance with the time they tied up, as shown on the register.

Section D. 1. One designated point will be established in all terminals at which freight trainmen will report for duty and at which they will go off duty. The point designated to go on and off duty will be the same.

2. The minimum allowance for freight service will be time and mileage computed from the designated point at the initial terminal to the designated point at the final terminal with a minimum of 100 miles, except if trainmen are required to operate beyond the designated point at either the initial or final

terminal, such additional time and mileage will be added to the trip time and mileage.

3. In applying this section, local freight and road switcher service assignments may be bulletined to go on and off duty at points in the terminal other than the central point designated for other freight service. If such points are designated, the on-duty point will also be the off-duty point.

4. Extra trainmen called to fill vacancies on such local freight or road switcher assignments will go on and off duty at the designated central point; said extra trainmen may be required to report for duty at the designated central point sufficiently in advance to enable them to be available at the on-duty point at the time the assignment is called to go on duty. Such reporting by extra trainmen at the designated central point is not reporting for duty prior to the bulletined on-duty time of assignments; however, they will be compensated under the basic day rule computed from the time required to report for duty at the designated central point.

Section E. Trainmen who are brought on duty, perform service at a terminal, and then are tied up prior to departing from such terminal will retain the positions they held prior to being brought on duty. The provisions of Article 46 will not apply to such trainmen. The provisions of this section will apply to trainmen in passenger service also.

Article 15

Short Turnaround Freight Service

Section A. 1. Trainmen in pool or irregular freight service may be called to make short trips and turnarounds and one or more turnaround trips may be started out of the same terminal. They will be 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 trainmen will not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day, subject to the first-in first-out rule or practice. (This does not apply to trainmen in service outlined in Article 25, Section A.)

2. Pool freight trainmen used under this section will be placed last out on pool freight board after arrival at terminal on each trip. If needed for additional turnaround trip or trips within eight hours from time ordered to report for duty on initial trip, they may be used for such trip under the provisions of this Article, around other pool freight trainmen standing ahead of them on the board and without penalty.

Section B. Short turnaround trips will not be coupled with straightaway trips.

Section C. 1. If trainmen are called for service under this Article, the number of trips need not be specified, but the call will specify short turnaround service.

2. If a crew deadheads out to relieve a crew or crews tied up under Hours of Service Law and returns to terminal, or if a crew deadheads out for such purpose and returns to terminal deadhead, provisions of this Article will apply.

Section D. Questions and Answers

Question 1. Must the crew actually leave the terminal before the expiration of 8 hours? Answer. No; but crews ordinarily should not be required to begin work on the second or succeeding trip if it is apparent that the departure from the terminal will be delayed beyond 8 hours from going on duty on initial trip.

Question 2. In operating turnaround service under this Article may crews be turned at a terminal out of which other crews operate? Answer. Yes.

Question 3. If crews are called for turnaround service, in what territory may they be used? Answer. They may be used in either or both directions out of the initial terminal in territory where it is permissible to use them for other than short turnaround trips.

Article 16

Handling Passenger Trains or Passenger Equipment

Section A. Trainmen who are operating in freight service will not be used to handle trains classifying as passenger service except in emergency if passenger trainmen entitled to the service are not available or cannot be made available.

Section B. If freight crews are used to handle trains classifying as passenger service, they will be allowed through freight rates and the trip will be limited to the freight district.

Section C. 1. Conductors who are assigned in freight service but are used in passenger service will be subject to rules and conditions governing passenger service, except that they will receive not less than what they would have earned had they remained in freight service.

2. Individual brakemen who are assigned in freight service and used in passenger service will be subject to rules and conditions governing passenger service but will be allowed the through freight rates applicable to the freight district or districts traversed. If two or more freight districts or portions thereof where different rates prevail are traversed, the higher rate will be applicable for the entire trip.

Article 17

Local Freight Service

Section A. As far as practicable trains scheduled over the different divisions during daylight will do the way-work on their respective divisions.

Section B. Trainmen performing logging service, or a combination of logging and through or local freight service, will be paid local freight rates. Trainmen handling exclusive logging trains over entire through freight district will be paid under rules applicable to through and irregular freight service; except if logs or empty logging flats are set out en route and shoved to a spot for unloading or loading, local freight rates will be allowed.

Section C. 1. Trainmen in through or irregular freight service who are required to set out or pick up a car or cars at three or more timetable stations, to load or unload freight, to load or unload stock not handled in their train, to put up coal or to perform station switching between the terminals of their run, will be allowed local freight rates of pay for the entire trip. Preparing a blind siding report will be considered one point en route under this Section.

2. "Station switching" is defined as: Placing a car or cars at stations on industrial tracks if one or more switches must be made to place properly the car or cars set out or handled; or if a car or cars must be moved (on proper authority) from an industrial track in order to place the car or cars set out or handled.

3. Switching in connection with picking up a car or cars or replacing a car or cars disturbed by such movements or setting out a car or cars on an industrial track without additional switching is not "station switching". (The phrase "industrial tracks" includes freight house and packing house tracks.)

4. Setting out disabled cars, picking up or setting out water cars for train engine use only, unloading not more than 1000 pounds of perishable freight on the trip is not local freight work under this Article.

Section D. If under schedule provisions or accepted practices, engineers or firemen receive local freight rates, trainmen will be paid not less than local freight rates.

Article 18

Initial and Final Terminal Delay

Section A. 1. Initial terminal delay will be paid on a minute basis to trainmen in freight service for all time exceeding 75 minutes computed from the time of reporting for duty to the time the train leaves the terminal at 1/8th of the basic daily rate, in addition to the full mileage. Actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid will be deducted from the initial terminal time under this section.

2. The phrase "train leaves the terminal" means when the train starts the final movement from the terminal which takes it beyond the terminal limits; however, when the train leaves the track where first made up and is stopped at another point within the terminal limits so that yard crews may add to the consist of the train, such stop or stops will not be considered as interrupting the final movement from the terminal.

3. Minor operational delays such as block signal, derailment, accident and similar delays will be disregarded.

4. If road overtime accrues during any trip or tour of duty, payments for both initial terminal delay and overtime will not be made, but whichever is the greater will be allowed.

5. If 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.

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

Section B. 1. Trainmen in freight service will be paid final terminal delay for the full delay at the end of the trip. Such delay will be computed after arrival of train within yard limits of the final terminal as follows:

(a). Final terminal delay will be computed from the time engine of the train reaches the designated point or designated main track switch connection with the yard track, at which time road time will cease and terminal time will begin and continue until trainmen are relieved from duty.

(b). If a freight train, on arrival at final terminal of the run, is stopped before reaching the designated point or designated main track switch connection with the yard track:

(1). By a preceding train standing between said designated point or designated switch connection and the train stopped;

(2). To permit it to be met or passed by another train;

(3). To await the availability of a yard track to receive the train. (If stopped in these circumstances a member of the crew will be notified of the reason for such stop as promptly as possible);

(4). To permit a yard engine to change the consist of the train; or

(5). After engine reaches or passes a recognized point or location agreed upon by the Superintendent and Local Chairman, UTU, within approximately two miles of the designated main track switch connection with the yard track; final terminal delay will be computed from the time the train is stopped.

2. If a tour of duty in freight service be composed of a series of trips, final terminal delay will be computed on only the last trip of the tour of duty.

3. If trainmen are not on overtime on arrival at location where final terminal delay begins, any final terminal delay accruing will be allowed at one-eighth of the applicable daily rate until the time when road overtime begins and thereafter on the minute basis at the hourly rate applying for road overtime. If road overtime has begun when trainmen arrive at the location from which final terminal delay is computed, final terminal delay will not apply and road overtime will be computed to time trainmen are relieved from duty.

4. If trainmen are paid for final terminal switching, payment for final terminal delay and final terminal switching will not be duplicated.

5. If trainmen receive arbitrary allowances at their final terminal under any rule, practice or interpretation, duplicate payments will not be made but whichever is greater will be allowed. If trainmen receive arbitrary or penalty allowances for service at the final terminal, only the time consumed in performing the service requiring the payment of arbitrary or penalty will be deducted in applying the foregoing provisions. Payments made to trainmen at their final terminal under Article 44, Section C. 1. (a), this Agreement are not "duplicate payments" referred to herein.

Section C. This article will not apply to deadheading, to motion picture trains, pusher, mine run, shifter, roustabout, work, wreck, construction, snow plow, fire train, circus train, or road switcher service; nor will these provisions apply to local freight service if switching is performed at the final terminal under schedule rules, after the time trainmen start to perform such switching service.

Article 19

Initial And Final: Terminal Switching

Section A. Trainmen in freight and mixed service who perform switching at initial terminal will be paid for all time so consumed on the minute basis at one eighth of the daily rate per hour. Time will be continuous from time required to report for duty until switching is completed and train is coupled together. Time consumed switching will be computed separately and paid for in addition to road overtime; except if the number of hours switching is not equal in money value to the sum of the money values of switching hours and road overtime hours, switching time will not be paid for and the road overtime will be calculated and paid for as if switching had not occurred.

EXAMPLE 1 -

Crew brought on duty	7:00 A.M.
Switches	1'00"
Departs	8:05 A.M.
Arrives	5:55 P.M.
Released	6:00 P.M.
Mileage of trip	125
Schedule	10'00"

Allowance: 125 miles, 1 hour overtime at 3/16ths of the daily rate.

EXAMPLE 2 -

Crew brought on duty	7:00 A.M.
Switches	1'00"
Departs	8:05 A.M.
Arrives	4:55 P.M.
Released	5:00 P.M.

Allowance: 125 miles, 1 hour initial terminal switching at 1/8th of the daily rate and 5 minutes final terminal delay.

Section B. Trainmen in freight and mixed train service who perform switching at final terminal will be paid for actual time consumed on the minute basis. If trainmen are not on overtime on arrival at final terminal, but the overtime period commences before final release, special payments accruing up to the period when overtime commences will be paid for at 1/8th of the daily rate, but time thereafter will be paid for at 3/16ths of the daily rate.

Section C. Doubling over from one or more tracks before departure and/,or on arrival terminal where yard crews are not employed will be considered terminal switching; except, if before departure from terminal a double over cannot be made because of insufficient room to clear other trains, actual time making double over, including time required to wait for other train or trains, will be deducted from switching time.

Article 20

Held-Away-from-Home-Terminal Time

Section A. 1. Trainmen in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed, including car scale rate.

2. If held sixteen hours after the expiration of the first twenty-four hour period from the time relieved, they will be paid for the actual time so held during the next succeeding eight hours, as provided in paragraph 1, above, or until the end of the second twenty-four hour period and similarly for each twenty-four hour period thereafter. See Article 35 Section H, for exceptions to the provisions of this paragraph.

Section B. 1. If trainmen are called for service or ordered to deadhead after pay begins, held-away-from home terminal time ceases at the time pay begins for such service or deadheading.

2. Trainmen ordered to deadhead after pay begins will compute their held-away-from-home-terminal time until actual departure of the train on which called to deadhead, subject to the provisions of Section A, Paragraphs 1 and 2, this Article, after eight hours held-away-from-home-terminal time has accrued, except, if they are compensated under Article 39, held-away-from-home-terminal time will cease at the time called to deadhead.

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

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

Article 21

Guarantee

Section A. 1. Trainmen assigned to through or irregular freight service, who are ready for service the entire month and who do not lay off of their own accord, will receive not less than the money monthly guarantees applicable to the district to which they are assigned, exclusive of overtime.

2. This section does not limit crews to the tabulated money monthly guarantee.

Section B. If a trainman assigned to through or irregular freight service lays off of his own accord or is held out of service, the extra trainman or trainmen filling the vacancy will receive the same compensation the regular trainman would have received had he remained in service. The sum of the payments to all trainmen filling such assignment will not be less than the money monthly guarantee, exclusive of overtime.

Section C. Trainmen assigned to through and irregular freight service working fractional parts of a month will receive not less than pro rata of the money monthly guarantee, applicable to the district to which assigned for the number of days in service, exclusive of overtime.

Section D. Except as provided in Sections A, B and C, trainmen in through or irregular freight service working

fractional parts of a month will be paid for number of days in service.

Section E. 1. Trainmen filling positions in local freight, road switcher, wreck, work, construction and mixed train service (if the mixed train assignment does not exceed 100 miles), who are not used on date scheduled to run, will be allowed the mileage of these respective assignments with a minimum of 100 miles for day lost, regardless of other service performed as trainmen or time lost during the month if they are available for service either on the date preceding or the date following the date of annulment; except, if such trainmen double assignment during month, double will apply in computing guarantee.

2. If a vacancy exists in the above identified service at the advertised on-duty time (if there is no advertised on-duty time in work train service the normal on-duty time will govern) or, if a trainman filling position in the above-identified service at the applicable on-duty time is not entitled to payment for the day lost under conditions set forth in the preceding paragraph, the trainman who filled the vacancy on the date prior to the date on which the assignment is annulled and does not operate will be allowed the guarantee payment as herein provided, except if the regularly assigned trainman is entitled to payment under conditions set forth in the preceding paragraph.

3. Service performed on layover day will be paid for separately and in addition to guarantee.

4. If an assignment is prevented from operating because of an Act of Providence, payment of guarantee as herein set forth does not apply.

5. Language reading "on date scheduled to run" does not refer to timetable schedule.

6. The various services referred to in this Section when established will be assigned to operate not less than six days per week, except, such assignments may be assigned to double one day and lay over the following day.

Section F. Time earned under Article 20, if trainmen go on duty at the "away-from-home" terminal before the expiration of 24 hours from the time relieved from previous duty, cannot be used to make up the money monthly guarantees. Full periods of 8 hours paid for under Article 20 independently of any subsequent service can be used to make up money monthly guarantees.

Section G. Trainmen filling mixed train assignments of over 100 miles will receive money monthly guarantee shown in tabulation covering each division, and crews or individuals working fractional part of a month in mixed train service will be paid pro rata of this guarantee.

Section H. 1. Trainmen assigned to mixed train service performing straight passenger service on Sundays will be allowed mixed train rates on such Sundays, the same as on other days of the week.

2. Trainmen assigned to perform mixed train service one day and straight passenger service the next, or trainmen assigned to perform mixed train service for which they receive a minimum day, and passenger service for which they receive a minimum day on same date and layover following day will receive mixed train rate for all service performed.

Section I. If trainmen are given one day per week off other than Sunday, it will be recognized as if it were Sunday under this Article.

Section J. 1. Conductors assigned to freight conductors' extra list who are ready for service the entire month and who do not lay off of their own accord will receive not less than the average monthly earnings of all conductors in through freight, mixed train, local freight, road switcher and work train service whose seniority district is the same as conductors assigned to the conductors' extra list and who hold regular assignment with home terminal at point where extra list is maintained.

2. Conductors assigned to freight conductors' extra list who are available fractional parts of a month will be allowed pro rata of the guarantee for the number of days they are available.

3. The"average"monthly earnings referred to in this Section will be computed by calculation against the earnings of conductors who worked the entire month; and earnings of conductors who worked a fractional part of the month will be disregarded in making such calculation.

4. Average monthly earnings of regular conductors referred to in this section include all compensation allowed for all service performed during the month, including earnings that accrue by reason of other agreement provisions except vacation payments, payment of deferred time claim adjustments or payments growing out of Adjustment Board Awards or personal injuries.

5. If none of the regular conductors holding regular assignments under the provisions of this section works the entire month, then the earnings of all regular assignments existing the entire month, referred to in this section, will be totaled to arrive at an "average" to be applied against the earnings of assigned extra board conductors and the difference, if any, will be allowed.

Section K. 1. At points where freight brakemen's extra boards are maintained and operated on a rotary (first-in first-out) basis, brakemen holding positions thereon who are available for service the entire month will receive not less than the equivalent of 3000 miles per month at the average of the basic through freight rates in effect on the district or districts protected by such extra boards. Brakemen holding positions on such boards who are available fractional parts of a month will receive not less than pro rata of 3000 miles at the rate provided, for the number of days they are available.

2. The term "equivalent" used herein includes payments for overtime, arbitraries and all other brakeman allowances, which will be converted into miles to determine the monthly mileage.

3. Superintendent, or his designated representative, and Local Chairman, UTU, will participate in regulating the number of men on freight brakemen's extra board; however, if in the opinion of the Superintendent or his designated representative, the men on the extra board will not earn the applicable monthly guarantee, or fractional part thereof, as the case may be, he will have the sole right to regulate the board.

Article 22

Deadheading

Section A. 1. Trainmen deadheading at the instance of the Company will be allowed full time and mileage for each

deadhead trip under the provisions of Article 13, Sections A and B.

2. Freight trainmen, including trainmen in mixed train service, deadheading on passenger trains will receive the rate paid the trainmen operating the train when money value of such rate exceeds payment at freight rates.

3. Trainmen deadheading under this Article will be compensated at the rate applicable to the class of service requiring the deadhead, except as otherwise provided herein.

4. Time and mileage of trainmen will continue after arrival at the terminal until they have completed all service, including registering when required, except, if attached to a crew, time and mileage of trainmen will be computed on a crew-unit basis.

5. The provisions of this section will apply to trainmen who deadhead to or from the terminal of an assignment located at an outside point, or who deadhead to the point where such service is to be inaugurated. This includes temporary unassigned work train service of four days or less.

EXAMPLE 1 - Trainman who deadheads to intermediate point, goes into service and continues in service to terminal or vice versa, will be compensated under Article 39.

EXAMPLE 2 - Trainman who deadheads to intermediate point, goes into service, continues to another intermediate point, then deadheads to terminal or vice versa will be compensated under Article 39.

EXAMPLE 3 - Trainman who deadheads to intermediate point and returns in service, or vice versa, will be compensated under Article 39.

EXAMPLE 4 - Trainman who deadheads from "A" to "G" and waits for train connection at intermediate point or points between "A" and "G" will be paid as if waiting time had not occurred and, in addition, will receive pay for actual time waiting. Waiting will be paid at one-eighth of the through freight rate. Delays to trains on which deadheaded will not be considered waiting.

EXAMPLE 5 - Trainman who leaves terminal in service and waits at intermediate point, then deadheads to point of final release, or vice versa, will be compensated under Article 39.

EXAMPLE 6 - Trainman who deadheads over one freight district "A" to "B" of less than 100 miles, for which 100 miles is allowed for service trip, and later deadheads over second freight district, "B" to "D" of less than 100 actual miles for which 100 miles is allowed for service trip will receive 100 miles for each district.

EXAMPLE 7 - If two or more trainmen are brought on duty for the same time, one or more to run a train and one or more to deadhead on a different train, trainman standing first out will be called for the deadhead.

EXAMPLE 8 - Trainman in freight service who is ordered to deadhead will be instructed as to train upon which to deadhead and the time set to begin deadhead; if he does not deadhead on the train ordered, but as a matter of accommodation is permitted to deadhead on an earlier or a later train, he will be compensated for deadheading based on the actual leaving time of the train on which ordered to deadhead from point where deadhead begins.

Standing of trainman for future service at the point to which deadheaded will be based on the arriving time at the point to which deadheaded of the train on which originally ordered to deadhead, irrespective of trainman's actual arrival, and he will not be entitled to the benefits of runaround rules until arrival of train on which originally ordered to deadhead. See Article 46, Section E.

EXAMPLE 9 - Held-away-from-home-terminal time accruing under Article 20 will be computed from time of arrival of the train on which originally ordered to deadhead, also time under Article 20 will cease at the actual leaving time of the train on which ordered to deadhead, subject to Article 20, Section B 2.

EXAMPLE 10- If a trainman is instructed en route to change from train upon which ordered to dead to another train continuing deadhead movement to his objective terminal, standing of trainman for subsequent service from such terminal will be based on arrival of the train on which he arrived deadheading.

Section B. 1. Crews of pool freight trainmen, including made-up crews augmenting such service, will be called to work or deadhead in the order of their standing and availability on the basis of the time called to go on duty or the time called to deadhead except as set forth herein and subject to Local "Blue Print" Agreements.

2. If two or more pool freight crews of trainmen are called for the same freight train, one to run the train, the others to deadhead, the crew or crews standing first out will deadhead and will stand for subsequent service in the order in which they stood when originally called to deadhead.

EXAMPLE 11 - Call is placed for three crews, one to run the train, two crews to deadhead. "A" stands first out; "B" second out; "C" third out. "A" and "B" deadhead, "C" runs the train. For next service, crews stand as follows: "A" first out; "B" second out; and "C" third out.

3. If a pool freight crew is called to deadhead on passenger train, the crew standing first out will be called.

EXAMPLE 12 - "A" stands first out; "B" second out. "A" is called to deadhead on passenger train due to leave at 8:00 A. M; "B" is called to report for duty at 8:10 A. M. to run a freight train due to leave at 8:40 A. M. On arrival at distant terminal "A" and "B" stand for next service in accordance with their arrival.

EXAMPLE 13 - "A" stands first out; "B"second out. One crew will be called to report for duty at 7:40 A.M. to run a freight train leaving at 8:10 A.M., another crew will be called to deadhead on passenger train due to leave at, or before, 8:10 A.M. "A" is called deadhead on the passenger train; "B" is called for the freight train. On arrival at distant terminal "A" and "B" take position on board for next service in accordance with their arrival.

4. If two or more pool freight crews deadhead on the same train and one or more of deadhead crews must be taken off the train for service en route and all such crews were fully rested at the time they started deadhead they will be used for service en route in the order they stood for service when called to deadhead. If one or more of the deadhead crews are not fully rested when called, the rested crews will be used first in the order of their standing as described above.

Section C. 1. For freight service other than for pool freight service, trainmen will be called to work or deadhead in the order of their standing and availability on the basis of the time called to go on duty or the time called to deadhead, except as set forth herein.

2. If two or more conductor vacancies exist on the same train, including those for conductors and/or pilot conductors deadheading thereon they will be filled in the following order: The first out conductors will fill vacancies on deadhead pool freight crews or crews augmenting pool freight service before filling the vacancy on the working pool freight crew. After the pool freight vacancies have been filled the next out conductors will fill the deadhead conductor vacancies allocated to the freight conductor extra board. If extra board conductors are not available then emergency conductors who are available would be used in seniority order to fill the vacancies on the basis herein set forth.

3. If two or more extra or emergency conductors are deadheaded on the same train to outside points for service they will detrain in the order called. If two or more conductors are called to deadhead on the same train to the same point for service, including pilot, work train or local freight or similar service, the one first out will perform pilot service. If a freight conductor vacancy exists on the crew handling the train that vacancy will be filled first.

4. If two or more brakemen vacancies exist on the same train, including vacancies on pool freight crews deadheading hereon, they will be filled in the following order: The first-out extra brakemen will fill the vacancies on deadhead pool freight crews or made-up crews augmenting pool freight service before filling the vacancies on the working pool freight crew. After the pool freight vacancies have been filled, the next out extra brakemen will fill the vacancies on other crews deadheading thereon before filling individual vacancies or positions deadheading to outside points.

5. If two or more extra brakemen are deadheaded on the same train to outside points they will detrain in the order called. If two or more extra brakemen are called to deadhead on the same train to the same point for service they will be used in the order called to deadhead.

(For examples of the foregoing see TRN 1-919 in Appendix B.)

Section D. 1. The standing of pool freight crews for subsequent service from their terminal, either home or away-from-home, is based on their previous arrival time and availability, except as set forth herein and subject to local "Blue Print" agreements.

2. If two or more crews in pool freight service arrive deadhead by train, they will stand for subsequent service from that terminal ahead of the pool freight crew handling the train.

3. If two or more crews in pool freight service deadhead from different intermediate points on the same train to the same terminal, their standing for subsequent service from the terminal to which deadheaded will be in the reverse order of their entraining. Such crews will stand ahead of other crews who might be deadheading from terminal to terminal on the same train.

4. If two or more crews in pool freight service deadhead from the same intermediate point on the same train to the same terminal, their standing for subsequent service from the terminal to which deadheaded will be in the order of their arrival at that intermediate point.

Section E. 1. If two or more trainmen working from the same rotary extra board arrive the terminal where their extra board is located deadhead on the same train either from intermediate point to terminal or from terminal to terminal, they will stand for subsequent service as follows: The extra trainman who deadheaded from pool freight terminal to pool freight terminal will stand ahead of extra trainman who deadheaded from intermediate point en route to the terminal.

2. If two or more trainmen working from the same rotary extra board deadhead from the same intermediate point on the same train, their standing on the board as between themselves will be in accordance with their previous time of arrival at that intermediate point (as indicated on crew register by them). If they deadhead from different intermediate points on the same train, the extra trainmen who deadheaded from the intermediate point nearest the terminal to which deadheaded will stand ahead of the other extra trainmen.

3. Trainmen working from the same rotary extra board who arrive the terminal where their extra board is located at the same time via different routes or deadhead conveyance and who will be marked to the board at the same time will be placed thereon in the order of the time they went on duty or reported to deadhead at the initial point for the trip involved. If two or more of such trainmen went on duty or reported for deadhead at the initial points at the same time, the trainman or trainmen who worked or deadheaded the greater distance on the trip will be placed on the board first.

Section F. Deadheading to take assignment or after displacing in the exercise of seniority choice will not be paid for. Brakemen hired at headquarters and sent to another terminal to enter service will not be paid for deadheading.

Section G. If trainmen deadhead at the instance of the Company by a means of transportation other than train service, they will be allowed the rail mileage between the points deadheaded.

Section H. 1. The following provisions govern deadhead movements, terminal to terminal, of trainmen in pool freight service in territories where cabooses are pooled:

(a). Not more than six trainmen will be deadheaded in working cupola cabooses and not more than ten trainmen will be deadheaded in bay window cabooses (except bay window cabooses numbered in the SP 1235-1369 series or similar cabooses).

(b). If trainmen are deadheaded on a freight train on which the working caboose is numbered in the SP 1235-1369 series (or similar cabooses), a separate pooled caboose will be

provided for those deadheading. Not more than eight trainmen will be deadheaded on such separate caboose except not more than twelve trainmen will be deadheaded on a separate bay window caboose (other than cabooses numbered in the series SP 1235-1369 or similar cabooses). Such separate caboose may be entrained behind the working caboose.

(c). In an emergency, trainmen may be deadheaded in other than a terminal-to-terminal movement on a working caboose numbered in the series SP 1235-1369 (or similar cabooses).

Article 23

Handling of Trainmen

Section A. Trainmen in pool freight and unassigned service, also trainmen on the respective extra boards including those trainmen used in extra service, will be run first-in first-out; if not called in turn through no fault of their own, they will be allowed 50 miles and if not called for service within the limits of four hours, they will be allowed 100 miles. Runarounds will be paid at the rate applicable to class of service for which they should have been called.

Section B. 1. Runaround penalties provided in this Article will not apply to trainmen who are runaround because of not having sufficient time to make the trip under Hours of Service Act. Sufficient time will be determined by computing the average time consumed for the preceding 15 days for the train (if scheduled), or for trains handling similar traffic (if unscheduled), running in the same direction and between the points of the trip to be made, to which will be added the time trainmen are required to be on duty before leaving and the time required for crew to tie up as a unit on completion of trip; except if abnormal conditions prevail, such as severe storms, washouts, or if interruptions of the line reasonably could be expected.

2. In the application of this Section, scheduled trains are those freight trains identified by current timetables while unscheduled trains handling similar traffic are considered in five separate categories: (1) Expedited freight such as auto parts, forwarder or TOFC (2) Perishable (3) Unit trains (4) Drags and peddlers and (5) general manifest. Trains not identifiable as in categories 1 through 4 will be considered in category 5.

3. Time required for crew to tie up as a unit, referred to in paragraph 1, does not include other than normal delays occurring within the limits of final terminal.

4. Trainmen who may be runaround under the provisions of this Section and having as much time to work as that consumed by the trainmen making the trip will be paid under Section A of this article.

Section C. 1. A freight conductors' extra list will be established at all main line home terminals and other points mutually agreed upon to operate on a first-in first-out basis, and conductors assigned thereto, when available, will fill all vacancies on crews, and man all made-up crews, originating at such points. If crews are made up to inaugurate new service or to augment existing service at any point, regardless of the point from which other members of the crew are obtained, the assigned extra freight conductor from the list which protects the territory will be used. (See TRN 1-536, Appendix B, Par. 1.)

2. The conductors' extra lists will be regulated by local officials, maintaining a sufficient number to do the extra work. Assignments will be made according to Article 34. Conductors assigned to freight conductors' extra list used in freight service, or emergency conductors used in lieu thereof, will not be used beyond the limits of the territory allocated to such extra lists except in emergency.

3. Conductors will not be placed on or work on conductors' extra list except in accordance with this Section. If bulletins are posted increasing the number of conductors on the conductors' extra list, or if vacancies thereon are bulletined, no one will be placed thereon to fill the space until the bulletin advertising the position expires and the assignment is made. Assigned extra conductors reporting for service after having laid off, or after displacing an assigned extra freight conductor, will be placed at the foot of the extra list.

4. If conductors assigned to conductors' extra list are not available, or at sources of supply where an extra list is not maintained, the senior available emergency conductor at such terminal, if needed, will be used as conductor for the trip for which called, and on his return to the home terminal will be placed on the position from which taken. (See TRN 1-536, Appendix B, Paragraph 2.)

5. A vacancy occurring on an outside assignment or run will be filled by the senior available emergency conductor working as brakeman on such assignment or run, subject to displacement, as hereinafter provided by a conductor his senior. (See TRN 1-536, Appendix B, Paragraphs 3 and 4.)

6. (a). If there is not an available emergency conductor working as a brakeman on the outside assignments or run, referred to in paragraph 5, the vacancy will be filled by the senior available emergency conductor from the point where the freight conductors' extra list is maintained for the territory in which the assignment or run exists. If a freight conductors' extra list is not maintained for the territory, the vacancy will be filled by the senior available emergency conductor from the home terminal for pool freight crews in the territory where the vacancy exists.

(b). Except as provided in paragraph 6 (c), an emergency conductor called or notified within the time limits set forth in Article 36, Section A, and interpretation thereof, to fill a vacancy as provided in paragraphs 5 or 6 (a) will not be subject to displacement by a conductor his senior (including a senior extra or emergency conductor electing to make himself available for such vacancy), until he has returned to the home terminal of the assignment or run following completion of the initial service thereon.

(c). The provisions of paragraph 6 (b) will not preclude a conductor entitled to a displacement under Article 34, Section D, from exercising such displacement on an outside assignment or run, provided the displacement is exercised within the time limits prescribed in Article 34, Section D.

7. Paragraph 4 of this section will not apply to emergency conductors catching a vacancy on outside assignment or run.

8. A senior extra or senior emergency conductor may make himself available for such vacancy. (See TRN 1-536, Appendix B, Paragraph 4.)

9. An outside assignment or run is one not having as a tie-up point a pool freight home terminal for the district on which the assignment is bulletined to operate or is working.

Section D. 1. (a). Extra trainmen, including emergency conductors but excluding brakemen used under the provisions of Article 53, Section B, sent to fill vacancies on assignments tying up at an outside point will be required to protect such vacancy for seven calendar days unless released or displaced prior thereto. An extra brakeman or train baggageman who has filled vacancy on an assignment tying up at an outside point for seven calendar days or more will be relieved upon request. An extra or emergency conductor who has filled such outside vacancy for seven calendar days or more will be relieved from the position upon request if other conductors entitled to the service are available.

(b). If the outside assignment is advertised for six working days or trips per week with one layover day and if the layover day occurs on the seventh calendar day, such trainman will be relieved from the vacancy upon request at the conclusion of trip commenced on the sixth calendar day. Similarly, if the outside assignment is advertised for five days or trips per week, with two layover days and if the layover days occur on the sixth and seventh calendar days, such trainman will be relieved from the vacancy upon request at the conclusion of trip commenced on the fifth calendar day.

(c). The number of days of service as brakeman and the number of days of service as conductor performed on an assignment tying up at an outside point will be combined in computing the number of days necessary to request relief under the foregoing.

(d). Trainmen relieved from outside positions under this section will be marked to the board upon their arrival at the source of supply, except that if the outside assignment is annulled on the last working day and relief has been requested, such trainman may not mark up for service at the source of supply prior to 12:01 A. M. of the next calendar date.

2. Extra conductors sent by the carrier to fill vacancies on outside runs allocated to the conductors' extra board are subject to displacement by senior extra conductor after the first tour of duty, but the extra conductor who subsequently displaces thereon is subject to displacement by a senior extra conductor. Emergency conductors filling vacancies on outside runs are subject to displacement by senior emergency conductors after the first tour of duty. If the emergency conductor is performing service allocated to the freight conductors' extra board-as distinguished from service allocated to the emergency conductors at the source of supply-he is also subject to displacement by an extra conductor his senior.

3. Extra (or emergency board) brakeman will be subject to displacement by a senior extra (or emergency board) brakeman after he has protected the outside vacancy for seven calendar days, except if the layover day occurs on the seventh calendar day he may be displaced at the conclusion of trip commenced on the sixth calendar day (if six-day assignment) or on the fifth calendar day (if five-day assignment). A brakeman who exercises his seniority and displaces another brakeman as provided for in this paragraph will be subject to displacement by a senior extra or emergency brakeman at any time.

4. If a trainman is relieved for his assigned vacation period while filling vacancy on an assignment tying up at an outside point, the number of days such trainman is on vacation will be considered as days on which he protected the vacancy in applying paragraphs 1, 2 and 3.

5. If a trainman filling vacancy on assignment tying up at outside point lays off, upon reporting for duty he will return to the vacancy he held when he laid off, provided the regularly assigned trainman has not reported or unless such trainman has been displaced or is subject to relief under preceding paragraphs.

6. An extra trainman, including emergency conductor, sent out to make relief under paragraph 1 will be subject to the same conditions as the first trainman sent out to fill the vacancy.

7. Extra trainmen, including emergency conductors, who are deadheaded at the instance of the Company to outside assignments and are returned therefrom, if relieved under the provisions of this Section D or if released prior to the expiration of the seven calendar days, will be paid for deadhead.

8. An extra brakeman sent out to fill vacancy on assignment tying up at an outside point may be used to fill more than one vacancy on the same assignment but will not be used to fill vacancy on another assignment tying up at such outside point if an extra brakeman is available at the point where the extra board is maintained. If an extra brakeman is not available and said brakeman is used to fill vacancy on another assignment, he will be used only until such time as an extra brakeman becomes available. If changing from one vacancy to another causes him to lose time, he will be paid a basic day at the rate of the service for which held for each day no service is commenced.

9. A brakeman holding a position on a freight extra board can not displace any extra brakeman from a passenger extra board who might be filling a vacancy in passenger service on an assignment tying up at an outside point and vice versa.

10. If a brakeman from a freight extra board is used to fill a vacancy in passenger service on an assignment tying up at an outside point because a brakeman is not available on the passenger extra board, such brakeman will be subject to displacement by a brakeman from the passenger extra board, or by a senior brakeman from the freight extra board, after the expiration of the time limit specified in paragraph 3, this section, and vice versa. (See Article 8, Section F, for handling of extra conductors in passenger service.)

Section E. 1. If two or more brakemen, who are holding positions at the source of supply which protect the service, are filling vacancies on an assignment in freight service tying up at an outside point and one or more of such brakemen are relieved, such reliefs will be made in seniority order, that is, the senior brakeman will be relieved first. However, a brakeman from the source of supply which protects the service will be retained on the assignment to the exclusion of a brakeman who might be used from another source.

2. The provisions of paragraph 1, this Section, will apply also to brakemen who are filling vacancies on an assignment in passenger service tying up at an outside point.

In the application of this Section, the following examples control:

(a). If both brakemen came from the same brakemen's extra board, the senior of the brakemen will be relieved, except if the senior extra brakeman has previously displaced a junior extra brakeman on the run under the provisions of Section D 3, this Article, the other extra brakeman will be released; i.e., a brakeman requesting the position would remain on it in preference to other extra brakemen.

(b). If one brakeman came from the freight extra board, the other came from the passenger extra board, and they are protecting freight service, the brakeman from the passenger extra board will be relieved. If they are protecting passenger service the brakeman from the freight extra board will be relieved.

(c). If one brakeman came from the extra board and the other had been called from the emergency board, the brakeman from the emergency board will be relieved (except on those assignments protected by the Tucson source of supply the extra brakeman will be relieved unless he had previously displaced a junior extra brakeman).

(d). If regularly assigned brakemen have been used under Article 53 to fill vacancies on outside assignments, they will be relieved in preference to any brakemen from extra or emergency boards.

(e). If an extra or emergency brakeman who has been filling a vacancy on an outside assignment lays off, upon reporting available for service he will be required to continue protecting the position on the outside assignment, provided the service still exists and is being filled by a brakeman other than the regularly assigned brakeman or an extra brakeman who has previously displaced thereon under the provisions of Section D 3, this Article. Such extra or emergency brakeman will not be returned to his respective board prior to the time he would have been placed thereto had he not laid off.

(f). If the applicable extra board agreement requires him to protect vacancies on outside assignments after having laid off or missed call, an extra or emergency brakeman who lays off on the call or misses call at the source of supply to fill a vacancy on the outside assignment, upon becoming available for service will be required to protect the position on the outside assignment provided the service still exists and is being filled by a brakeman other than the regularly assigned brakeman or an extra brakeman who has previously displaced thereon under the provisions of Section D 3, this Article. Such extra or emergency brakeman will not be returned to his respective board prior to the time he would have been placed thereon had he not laid off or missed call.

(g). The principles set forth herein would not apply to runs involving the third brakeman Attrition Agreement if the release of the senior brakeman would result in a "subsequent" trainman performing service as the only extra brakeman on a three-brakemen crew required by attrition agreement. (See Letter Agreement TRN 2-120 dated December 30, 1966, in local agreements.)

Section F. 1. If trainmen are available and are not called in turn for service (including deadhead) for which they stand and are run around by other trainmen having a same relative status they will be compensated as outlined in Section A.

2. (a). If trainmen have been called in turn and do not depart from the terminal in the order of their standing, regardless of the source from which taken, they will be compensated as outlined in Section A, except as provided in paragraph 3, below.

(b). The term ". . . depart from the terminal in the order of their standing . . ." means the time the train departs from the track on which made up, except if trainmen depart from the makeup track and are runaround within the terminal on the same line of travel by following trainmen who have departed from the same unit.

(c). If a trainman departs such terminals deadhead by common carrier bus, interurban train or similar scheduled transportation other than train service, he will be considered departing from the same unit of the terminal that includes the principal passenger station. If he deadheads by taxi, private car, or such other irregular transportation, he will be considered departing from the unit in which the actual deadhead originates.

3. The provisions of paragraph 2 (a) will not apply under the following conditions:

(a). If trainmen have commenced but have not completed the performance of initial terminal switching in connection with the train for which called.

(b). If trainmen are engaged in or performing work train service at the initial terminal. A trainman called for work train service or to deadhead for such service will not be exchanged with another trainman in order to depart in turn.

(c). If trainmen work or deadhead on trains departing from separate units of the same initial terminal as follows:

AT		Separate Units
Ogden	1	Freight yard, including Ogden Union Depot.
	2	Riverdale Freight Yard.
Portland	1	Portland Union Depot.
	2	Brooklyn.
Eugene	1	Eugene.
	2	Eugene Yard.
Dunsmuir	1	Dunsmuir
	2	Dunsmuir Yard
Roseville	1	Roseville.
	2	Antelope Unit.
Sacramento	1	Sacramento, including Sixth Street and Twelfth Street Units.
	2	Benali Unit.
Oakland	1	Oakland Pier.
	2	West Oakland.
	3	Sixteenth Street Depot and U.S. Yard (Desert Yard)
Fresno	1	Fresno.
	2	Fresno Yard.

San Francisco	1	San Francisco, including Mission Bay.
	2	Bayshore Yard
San Jose	1	San Jose Passenger Station.
	2	San Jose-Santa Clara Unit, commonly called Newhall Yard.
Los Angeles	1	Taylor Yard, including A, B & C Yards
	2	"Midway", "Bull Ring", River Station, "Lower End"
	3	Los Angeles Union Passenger Terminal.
	4	Mission Coach Yard (Shops).
	5	Aurant Unit.
Yuma	1	Yuma
	2	East Yard.
Tucson	1	Tucson (Park St.) including passenger station.
	2	PFE Yard

(d). Initial terminals not listed constitute a single unit in the application of paragraph 2.

4. Additional units may be established or existing units discontinued by written agreement between Superintendent and Local Chairman, UTU, subject to approval by the designated officer of the Company and General Chairman, UTU.

5. Trainmen required to exchange trains at the initial terminal to avoid being runaround will not begin a new day or trip as a result of such exchange. If a trainman has performed service in connection with the train for which he is called or performs initial switching and then he is exchanged with a trainman deadheading to avoid being runaround he will be compensated separately for the trip for which service is performed and for the deadhead in accordance with Articles 2 and 6 or 13 and 22, respectively.

6. If trainmen entitled to the service are available at the point when trainmen not having a same relative status are used, then the trainmen who were available and stood for the service will be allowed the earnings they would have made had they been used for the service in question in addition to other earnings.

7. If trainmen who are not entitled to the service are used because trainmen entitled to the service are not available at the point but if such trainmen are available at the source of supply and there is sufficient advance notice and available transportation to deadhead such trainmen to the point, then the trainmen who are available and stood for the deadhead and service will be allowed the earnings they would have made had they been deadheaded and performed the service in question in addition to other earnings.

8. Examples of situations in which trainmen do not have the same relative status or are not entitled to the service in the application of paragraphs 6 and 7 above are such as, but not necessarily limited to, the following:

(a). A conductor, other than an available assigned extra passenger or list conductor, used in passenger service.

(b). A list conductor used in passenger service to the exclusion of assigned passenger board conductor.

(c). An assigned passenger conductor used in passenger service to the exclusion of an available assigned extra passenger, list, or Article 8 conductor qualified for passenger service.

(d). A regular assigned conductor used in freight service to the exclusion of an assigned extra freight or emergency conductor.

(e). An emergency conductor used in freight service to the exclusion of an assigned extra freight conductor.

(f). A brakeman holding a position on a brakemen's extra board, either freight or passenger, who is not available but is used to the exclusion of an available and qualified brakeman who is holding a position on an established emergency board.

(g). A brakeman holding a position on an established emergency board who is used to the exclusion of an available and qualified brakeman on a brakemen's extra board, either freight or passenger.

(h). A brakeman holding a regular assignment who is used to the exclusion of an available and qualified extra or emergency brakeman. Extra and emergency brakemen will be used under Article 46, Section A, Exception 1, in preference to regularly assigned brakemen.

(i). Trainmen who are not available under the various rest or off-duty rules applicable to trainmen but are used to the exclusion of available trainmen, except as outlined in paragraph (h), above.

(j). An off-district trainman who is used to the exclusion of an on-district trainman who is available or who could be made available.

(k). A trainman from the freight extra board who is used for passenger service to the exclusion of an available and qualified trainman on the passenger extra board and vice versa.

(l). A regularly assigned brakeman who stands for freight service but is taken from his assignment and used for passenger service to the exclusion of the brakeman who stood for the service and vice versa.

9. Payments provided in paragraphs 6 and 7 will be made only to the trainman or trainmen who were available, or could have been made available, and actually stood for the service. Payment will not be made to a greater number of trainmen than the total number who were improperly used either working or deadheading.

Section G. The provisions of Section F will apply to trainmen in passenger service, subject to passenger rules, rates and conditions.

Section H. 1. Trainmen in pool freight and unassigned freight service will be assigned to regular freight districts and will not be run off-district except in emergency. If a crew is required to run off-district, it will not be required to make more than one trip or turn before being returned to its assigned district. Trainmen will be used for service on districts to which assigned short of the rest or off-duty requirements provided for in the agreement, in preference to trainmen from another district, provided they are available under the provisions of the Federal Hours of Service Act.

2. Trainmen in pool freight and unassigned freight service who are run off their assigned freight district (in territory where they hold seniority), upon arrival at district or division freight terminal off the assigned district, will not be used in freight service from such terminal when other trainmen assigned to the district are available at such terminal, except they may be used with engine and caboose only or to deadhead in returning to their assigned district regardless of availability of other trainmen.

3. If such- trainmen are called for short turnaround freight service under Article 15, Sections A and C off their assigned district (in territory where they hold seniority) they may make one or more trips in conformity with the time and mileage limits of Article 15.

4. If such trainmen are used off their assigned district where they do not hold seniority, they will be restricted to one straight-away trip from terminal to terminal; they will be restricted to one turnaround trip from terminal to intermediate point and return; such turnaround trip will constitute a day's work. Under this paragraph, such trainmen may deadhead in returning to their assigned district regardless of availability of other trainmen.

5. If washouts, slides, derailments, or similar interruptions which create an emergency occur, such trainmen may be used for service necessary to meet the emergency, provided other trainmen who are entitled to the work are not available.

Section I. Brakemen working from one extra board may be used to augment other brakemen's extra boards, subject to local agreements and seniority merger provisions. (See TRN 2-146 in Appendix B.)

Section J. If an extra trainman is used to fill a vacancy on a crew operating out of the source of supply and is permitted to lay off in an emergency prior to return of said crew to the source of supply, he will not be permitted to mark to the extra board until after the crew on which he was filling vacancy returns to the source of supply and ties up.

Article 24

Circus - Show - Carnival Trains

Section A. Trainmen assigned to pool freight service will handle circus trains. Points where train stops for the circus to show will be considered terminals, in addition to regularly established division terminals.

Section B. 1. On runs of 100 miles or more, through freight rates will apply; on runs of less than 100 miles, local freight rates will apply.

2. In addition to handling circus trains, movements to or from points where train stops for the circus to show will be subject to the provisions of this Article.

Section C. On runs of 100 miles or less overtime will begin at the expiration of 8 hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12 1/2. Overtime will be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate.

Section D. Time of trainmen will begin automatically at the expiration of 12 hours from time released from previous duty. Such trainmen will be allowed 100 miles for the next succeeding 8 hours and similarly for each 20 hour period thereafter. If trainmen are called for duty after pay begins, time will be computed continuously from the completion of the last off-duty period.

Section E. Through freight rates and conditions will apply if a continuous run is made between established through freight terminals.

Section F. The provisions of this Article will apply whether the train is operated exclusively as a carnival or show train or whether consist of train includes other traffic.

Article 25

Work Train Service

Section A. 1. Trainmen running snow plows, flangers, pile drivers, construction trains, supply trains, wrecking trains, and other work trains, will be compensated according to Article 13. Trainmen called for unassigned work train service will be notified of such service when called.

2. Trainmen who engage in snow service, or who, during their trip or day's work engage in both snow and other work train service, will receive the rates of pay set forth in current rate sheets.

Section B. Roadmen will man work trains operated partly within switching or yard limits and partly on the road adjacent to such yard or switching limits; except that if two or more crews are employed in work train service operating partly on the road and partly in the yard, if it is practical the work will be divided so that a yard crew or crews within yard limits perform a proper proportion of the work.

Section C. Yardmen will man all work train service operating exclusively within the recognized confines of yards where yard crews are maintained.

Section D. If trainmen in work train service are tied up between terminals and used following day in freight service, their time in freight service will begin at the expiration of ten hours from time released from work train service whether crew resumes duty or not.

Section E. Trainmen handling trains referred to in this Article may be tied up at points other than established terminals where food and lodging can be procured.

Section F. Unassigned work train service will be paid under this Article, also Article 21, Section E will apply to temporary work train service.

Section G. Unassigned work train service will be manned by extra trainmen if available, however this does not restrict using pool freight trainmen at outside points where extra boards are not maintained in unassigned work train service for not more than three days.

Section H. Service performed on rail detector, whether actually engaged in testing track, or moving light under its own power over an entire freight district, is work train service. Handling other work train equipment terminal to terminal without performing work train service en route is not work train service and applicable rates will be allowed.

Section I. Article III - Self-Propelled Machines of the June 25, 1964 National Agreement insofar as conductors and brakemen are concerned reads as follows:

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

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

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

(2). Drawbar means a device capable of being used in moving standard freight cars.

(3). Main-line territory means main line and branch lines in Road Territory outside the switching limits but not spurs or the like.

(4). Train orders is used in the vernacular of trainmen as defined in the operating Book of Rules.

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

3. 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.

Article 26

Doubleheading

Section A. If trains of more than 40 cars (exclusive of caboose) are doubleheaded, double miles will be allowed brakemen only, except as hereinafter provided.

Section B. The Company will prepare a list of helper districts in effect on January 1, 1976 and furnish the General Chairman, UTU, and each Local Chairman a copy.

Section C. 1. Doubleheaders may be run on any district if the rating of largest engine handling the train is not exceeded.

2. Doubleheader miles will be allowed brakemen for the distance outside of helper district that train is doubleheaded if the rating of largest engine handling the train is exceeded at any point on the district outside of helper districts.

3. In deciding tonnage rating of largest engine, the train engine, but not the helper engine, will govern.

4. Tonnage rating of individual diesel units will be published.

Section D. In case of an accident to any engine, trains may be consolidated and the consolidated train brought into terminal as a doubleheader, if practicable.

Section E. The exigencies of business may require additional helper service. By negotiations between the Carrier and Organization, provisions may be made for helper engines on any district to maintain the tonnage intact over grades.

Section F. If there is doubt about the capacity of locomotive to handle tonnage rating designated in timetable, a practical test will be made with Organization representatives participating at a date mutually agreed upon.

Section G. 1. On districts of less than 100 miles for which 100 miles is paid, the doubleheader miles will be added to the 100 miles paid.

2. Double miles provided in this Article will not be used in making up shortages in guarantee.

Article 27

Expenses Away from Home

Section A. 1. If the carrier ties up a road crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four hours or more, each member of the crew so tied up will 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 will be worked out on a local basis. The equitable allowance will be provided only if it is not reasonably possible to provide lodging. (See Resume Lodging Agreement GEN 2-46-2 CT in Appendix B.)

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

Section B. 1. If the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof at a terminal (as defined in Section A of this Article) other than the designated home terminal for four hours or more, each member of the crew so tied up will receive a meal allowance of $2.00 and an additional meal allowance of $2.00 after they have been held an additional 8 hours.

2. For the purpose of Sections A and B of this Article, extra board employees will 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.

3. The provisions of Sections A and B apply also to trainmen called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points subject to the following additional conditions:

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

(b). Lodging or allowances in lieu thereof where applicable will be provided only if extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

(See GEN 2-46-2 CT dated June 12, 1974, Appendix B.)

Article 28

Through and Irregular Freight Crews Performing Irregular Service on Branches

Section A. Through and irregular freight trainmen making irregular trips on branches emanating from pool freight districts at a point between pool freight terminals and held on such branches may be tied up and time tied up deducted. Crews will be paid actual mileage from initial point to tie-up point, with a minimum of 100 miles, and on resuming duty will commence a new day for which a minimum of 100 miles will be allowed.

Section B. Time of trainmen will begin automatically under this Article at the expiration of 12 hours from time released from previous duty, and trainmen will be allowed a minimum of one day for the next succeeding eight hours. They will go on duty again at the expiration of 16 hours and receive a minimum of one day for each 24-hour period thereafter. If trainmen are called for duty after pay begins, time will be computed continuously from the completion of the last off-duty period.

Section C. Trainmen performing service under this Article will not be tied up where food and lodging cannot be procured.

Article 29

Intermediate Side Trips Service on Industrial Spurs

Section A. 1. If trainmen (except those in road switcher service) are required to make intermediate side trips en route, the miles run will be included as part of the day's work or trip.

2. If mileage of intermediate side trip exceeds 15 miles in one direction, a minimum of 100 miles will be allowed therefor. Time and mileage of such side trip will be deducted from time and mileage of road trip. If computation on a continuous time and mileage basis from time first coming on duty until final release produces a greater money value, such payment will be made in lieu of the segregated computation. This provision will not apply if the side trip is the result of performance of more-than-one-class of road service involving work train or wrecking service.

Section B. If it is anticipated or if it develops that the same side trip covering the same territory is made on 25% of the total number of trips in any given month, territory of such side trip will become the regular assignment, and payments adjusted and made on this basis.

Section C. Trainmen on turnaround local freight and mixed train assignments who are required to make trip out of turning point, off assigned territory will be allowed a minimum of 100 miles for such service in addition to the time and mileage of their assignment; time consumed in such service will not be counted in computing time consumed on assignments.

Section D. 1. If trainmen perform service on an industrial spur at an intermediate point during a tour of duty, they will be allowed additional mileage if the actual mileage operated exceeds one mile computed from the location of the switch where the industry spur diverges from another yard or station track to the point where service is performed, and return to the location of said switch. Such additional mileage when made will be added to the trip mileage and the basis for computing overtime extended accordingly except if a different computation is applicable under agreement provisions.

2. Mileage made on yard or station tracks other than industry tracks herein referred to will not be considered in computing road or trip mileage.

Article 30

Tie-ups Between Terminals Account Interruption to Traffic

Section A. Freight and mixed trainmen tied up between terminals because of interruption to traffic for causes over which the Company has no control will be paid continuous time from time required to report for duty until 12 hours after having been tied up, and overtime on basis provided in Article 13. If crew remains tied up, the next succeeding 16 hours will be deducted and crew will go on duty automatically at the expiration of 16 hours. They will be allowed a minimum day for the next 8 hours and so on for each succeeding 24 hours so tied up. If trainmen are called for duty after pay begins, time will be computed continuously from the completion of the last off-duty period.

Section B. Trainmen tied up between terminals because of interruption to traffic and used in other service will be paid under rules governing class of service in which used, provided that trainmen will not receive less than they would have earned in their regular assignment.

Article 31

Cabooses, Lanterns, Seats on Locomotives

Section A. NON-POOLED CABOOSES 1. At main line terminals if supplies are needed for cabooses, conductors, on arrival, will leave requisition on caboose of those supplies needed, which will be put on caboose by someone other than trainmen.

2. Where cabooses are now furnished with all supplies, including ice and water, such practice will be continued.

3. Cabooses will be equipped with paper towels and towel dispensers. Caboose windows will be washed periodically by persons other than trainmen at pool freight home terminals where car cleaning forces are employed and on duty. Yardmen will not do switching with assigned cabooses. After road crews are relieved at terminal stations, assigned cabooses will be placed on caboose track immediately.

Section B. POOLED CABOOSES. 1. Cabooses will be pooled in unassigned and pool freight service for trains handled by unassigned and pool freight trainmen. Before cabooses are

pooled in any territory, arrangements will be made for locker rooms, wash rooms (including showers) and sanitary facilities.

2. (a). A sufficient number of cabooses to handle the service properly will be assigned to the pool and kept in the pool, except for shopping and repairs. These cabooses will be equipped with electric lights, toilets and drinking water containers suitable for dispensing bottled water.

(b). Pooled cabooses will be kept supplied with necessary caboose supplies and equipment, including stationery, bottled water, sanitary drinking cups, ice, fuel, and such other equipment and supplies as may be required for service. They will be kept in a sanitary condition, which includes washing the windows. Sufficient drinking water and ice will be furnished at terminals where cabooses are maintained.

(c). Persons other than trainmen will furnish the foregoing supplies and perform the cleaning at terminals where cabooses are maintained. Trainmen will not be held responsible for leaving terminals without a full quota of supplies. They will see that cabooses are kept clean between terminals. Each conductor, on arrival at his final terminal, will leave requisition on caboose listing supplies used during his tour of duty.

3. (a). In territory where cabooses are pooled the Company will provide trainmen at through freight terminals with locker rooms separated from the toilet room by solid partitions, shower, wash room and sanitary facilities. Such locker rooms will be equipped with table, chairs, and standard steel lockers, properly ventilated. The Company will provide janitorial service. If question arises about the number of lockers provided at any terminal in territory where cabooses are pooled, Superintendent and Local Chairmen will confer toward agreement about the number of additional lockers needed, if any.

(b). Subject to local weather conditions, locker rooms will be cooled by air conditioning in the summer and adequately heated and ventilated in the winter months.

4. In lieu of the Company providing facilities substantially equivalent to those formerly available on cabooses (other than those outlined in Paragraph 3, above), trainmen in pool and unassigned freight service in territories where cabooses are pooled will be paid 1.075 cents for each mile actually worked or deadheaded between the designated point at the initial terminal and the designated point at the final terminal of the trip, including mileage allowance if trainmen operate to or from a location beyond the designated point, as referred to in Article 14, Section D, this agreement, with a minimum allowance of $1.08 for each road trip. This allowance is not subject to proportionate increases or decreases as rates of pay are adjusted.

5. In territories where cabooses are pooled, if trainmen in pool freight service are tied up between recognized terminal where eating and sleeping facilities are available, they will be reimbursed for lodging expense that may accrue, with a maximum of $3.00 for each lodging period, which must be supported by a receipt.

6. Trainmen will not be tied up between terminals where suitable food and lodging cannot be obtained.

7. In regard to pool crews deadheading on freight trains, see Article 22, Section H.

Section C. 1. Trainmen, upon request, will be furnished an electric hand lantern and, upon leaving the service voluntarily, by discharge, death, or upon retention of employee relationship but termination of active service, such lantern must be returned or deduction will be made from any compensation due the trainman for the actual cost of the hand lantern but not exceeding $2.00.

2. Subject to the foregoing, electric lantern will be replaced under the following conditions:

(a). If worn out or damaged in the performance of railroad service upon return of the lantern issued.

(b). If stolen while the trainman is on duty without neglect on the trainman's part.

(c). If destroyed in the performance of duty.

3. The Company will maintain a supply of batteries and bulbs to be drawn by trainmen as needed to replace those worn out or broken, without cost to the trainmen.

4. The Company will maintain a supply of batteries for the small electric lantern used by trainmen in passenger service to be drawn as needed by passenger trainmen to replace those worn out without cost to the trainmen upon return of worn out batteries.

Section D. 1. All engines intended for road freight service, combination road freight and passenger service, combination road freight and helper service, and transfer service will be equipped with seating facilities for the head brakemen. The minimum dimensions of seats will be 15 inches wide, 16 inches long, 18 inches high and 14 inches from front of seat to first obstruction. The minimum dimensions of the back of seat will be 15 inches wide and 16 inches high.

2. Engines other than those hereinbefore defined used in transfer service will be equipped with a seat, the type of which the railroad and General Committee will decide.

3. If a seat is provided in the cab of locomotive (except transfer runs where other than road freight engines are used, as enumerated in paragraph 2), arm rests, back rests and spring cushion seats, or the equivalent thereof, will be provided in accordance with existing standards now furnished by the railroad to engine crews, including adequate clearance for the feet.

4. Freight engines assigned to exclusive branch line or local service, if trains are of such makeup that separate seating facilities for the head brakemen are not necessary, will be excluded from the provisions of paragraphs 1 and 2 if agreed to by the railroad management and employee representatives, as provided in paragraph 5.

5. The provisions of this Article may be modified by mutual agreement between the railroad management and employees representatives.

General Rules

Article 32

Promotions

Section A. When employees in train service are promoted to conductor, their rights will be governed by seniority, including prior right seniority, together with their ability. (See Article 47, Section A.) Freight conductors will be promoted from the oldest eligible freight brakemen in the service.

Section B. (Revised March 15, 1977) When a brakemen class is called for promotion, the following will govern in applying Section A.

1. The Company will coordinate promotion classes among the various districts so that those eligible brakemen who were employed prior to a common date are offered equal promotion opportunity. While classes in each district need not be held at the same time, conductors who become promoted during the year will be given a seniority date of April 15 and placed on the seniority roster in the order of their standing in relation to other eligible brakemen promoted in that year.

2. (a). In offering each promotion, the Company will advise all concerned by posting notices at least forty-five days in advance. The notices will specify the common date, qualifications necessary for promotion, and time, place, and earliest date that examination may be started at the locations involved.

(b). Eligible brakemen who desire promotion will submit a "Request for Promotion" on a form to be provided, to be received by the designated Examiner at least fifteen days prior to earliest date of examination. Those eligible brakemen who do not submit this form will be considered as not desiring promotion in that class and, unless exempted in Paragraph 4, will be subject to the provisions of Paragraph 7.

(c). Brakemen to be included herein are those who may be in road or yard service but not those who have entered engine service. A brakeman who has more than one seniority date will be eligible to take promotion based on his earliest seniority date as brakemen on a Pacific Lines seniority district.

3. One of the requirements of potential conductors for taking the promotion examination is that they must have completed the equivalent of 160 basic days in miles or hours paid for as road brakeman on the Pacific Lines on January 1 of the year the examination is taken; however a brakeman who has not accrued the 160 days will not lose his opportunity to acquire a conductor's seniority date with his original class if he takes the examination with the next subsequent promotion class to be offered following his completing that requirement as set forth in Paragraph 4(e).

4. Brakemen with sufficient seniority to be included in the promotion classes, but who are: (a) on formal leave of absence per Article 54, (b) absent account illness during entire examination period, (c) absent account serving in the U. S. Armed Forces, (d) absent account furloughed from the working list at the time the class commences, (e) not eligible under Paragraph 3 above, may take the examination with the next subsequent class held in the district following their return to service or becoming eligible, after which (if they successfully pass such examination within the time limits in Paragraph 5) they will be given a seniority date as conductor with their original class.

5. Brakemen must complete such examination within 60 days from the date it starts, unless time is extended by agreement between the parties. A brakeman failing to pass within the 60 day time limit will be notified and allowed 90 days - computed from the 60th day following the beginning of the first examination - in which to arrange for and to complete a Second or Final examination.

6. If additional conductors are needed in a few prior rights seniority districts, but not needed in a majority of the other districts, the parties may agree upon early promotion of eligible brakemen in certain districts, provided equalized promotion opportunities in the other districts will be subsequently accomplished as required by Agreement TRN 1-966-1.

7 (a). Those brakemen who pass the examination either at the end of the First (60 days) period or at the end of the Second or Final (90 days) examination period will be so notified in writing and will be given a seniority date as conductor of April 15 of the calendar year in which their class was initially commenced. Upon receipt of such notification they may then exercise their seniority as conductor.

(b). Brakemen who fail to pass the Second or Final examination, also those who do not take the First examination in accordance with Paragraphs 2, 4 and 5, this Section, will be notified in writing that they are no longer eligible to be promoted to conductor.

Article 33

Service Reductions

Section A. 1. If it becomes necessary to reduce the number of pool freight crews in a district where the conductor and brakemen are assigned and working as a crew unit, the crew having the junior assigned conductor will be reduced, except if there exists one or more conductor's vacancy under bulletin (on either new runs or on conductors' vacancies on existing runs).

2. If one or more new runs are under bulletin for conductor the new run with the highest identifying run number will be canceled first. Thereafter, if it becomes necessary, after all new runs under bulletin are canceled in this manner, to reduce the pool further, those runs on which vacancies are being rebulletined for conductors will be canceled in the same manner by removing that run with the highest identifying number of any under bulletin, regardless of whether such conductors' position under bulletin is being held by a conductor who previously displaced thereon.

Section B. If it becomes necessary to reduce the number of pool freight crews in a district where the conductor and brakemen crews are not assigned and working as a crew unit, the conductor crews will be reduced in accordance with Section A above, but the brakemen crews will be reduced in the order of their respective identifying run number with the highest number canceled first, except that if one or more new crews of brakemen are under bulletin, such run or runs will be canceled before canceling assigned brakemen crew or crews.

Section C. In reducing the freight conductors' extra board the junior conductor will be first reduced.

Section D. In reducing a rotary freight brakemen's extra board, the desired number of brakemen will be removed from the extra board involved in the reverse order of their seniority.

Section E. If brakemen's freight extra boards are operated on a seniority basis, Superintendent, or his designated representative, and Local Chairman, UTU (C-T) will agree upon and designate a seniority date and trainmen having a seniority date on or prior to such designated date will be recognized as trainmen holding positions on the working list. Trainmen having a seniority date subsequent to the designated date will be considered as trainmen not holding positions on the working list.

Section F. Brakemen's emergency boards will be established at all locations where brakemen's freight extra boards are operated on a seniority basis. Trainmen who do not have sufficient seniority to hold a position on the working list as described in Section E, above, may place themselves on such emergency boards and when available will be used therefrom in seniority order for work allocated to the extra board when trainmen on the extra board are not available under Agreement provisions.

Section G. If a trainman is removed from a brakemen's freight extra board as outlined in Sections D or E above, if he so elects, he may displace any trainman his junior who is regularly assigned, subject to the provisions of Article 34, Section D, but he will not be eligible to displace into a trainman's vacancy under bulletin under the provisions of Article 34, Section D, except he may displace a junior trainman who has previously displaced into such vacancy under bulletin.

Section H. Trainmen who do not have sufficient seniority to hold a position on the brakemen's extra board may exercise their seniority to (1) acquire regular positions by application, or (2) displace junior trainman if such trainman is either regularly assigned or had previously displaced into a bulletined vacancy - provided he displaces within five days, computed from 12:01 A. M. of the date following the date on which he acquired the right of displacement. Such trainmen are precluded from displacing into vacant positions under bulletin, or exercising seniority as conductor under the provisions of Article 23, Section C, paragraphs 5, 6. (b) and 8, or under the provisions of Article 34, **Section G.**, paragraph 2, and Article 8, Section F, paragraph 3.

Section I. Trainmen who have been in the service three (3) months or more who are reduced as outlined in this Article will be reinstated and hold their rank if they report for work when notified, and pass satisfactory physical examination.

Section J. 1. A trainman reduced from the working list as outlined herein, who does not elect to displace a junior trainman or to place himself on a brakemen's emergency board or who does not transfer to another extra board, and who desires to retain his seniority, will file his address with the Superintendent under whose jurisdiction he was working and when recalled to service he will report not later than 30 days from date of letter of notification.

2. Trainmen will be notified of their being recalled to service in seniority order on the basis of the brakemen's extra board from which they were last attached.

3. If an individual furloughed trainman, upon acceptance of Carrier's request, transfers to another location, he will be allowed necessary transportation. This will not preclude other voluntary transfers but the Carrier will not furnish transportation.

Article 34

Bulletins, Assignments and Displacements

Section A. Bulletins

1. (a). All positions will be bulletined for trainmen for a period of seven days (168 hours), as soon as created. Bulletins will expire at 12:00 Noon. If it can be anticipated, such positions will be bulletined seven days (168 hours) in advance. Senior trainmen making application for position will be assigned. If no applications are received, the position will be bulletined again. Runs operated five consecutive days or more will be considered created runs and positions for trainmen will be bulletined in accordance herewith.

(b). The successful applicant becomes assigned to a new run when an assignment notice is posted or should have been posted at the location of the extra board from which he was working or the location of the extra board that protects the run to which he was assigned immediately prior to acquiring the new assignment. (See paragraph 5, TRN 1-536, Appendix B.)

(c). If a new assignment is created or an existing assignment rebulletined, the new assignment or the rebulletined assignment will be in effect at 12:01 A.M. on the date of the vacancy notice advertising the new assignment or the rebulletined assignment.

(d). At locations where train service is not available for the prompt handling of assignment notices, arrangements may be made for the handling of assignments by telegraph or other means; however, the assignment notices will be forwarded and posted in the usual manner.

2. The territory to be covered and the service to be performed, except for work train service, will be fully defined in the bulletin. Bulletins for local freight, road switcher, and mixed train service will designate time on duty. All bulletins for assignment of trainmen will be posted on the proper bulletin boards and not by telegraphic instructions to individuals or crews.

3. Trainmen may bid from one run or crew to another run or crew in the same pool, either freight or passenger.

4. If additional pool crews are added to a pool freight district, such crew or crews will be placed on the board at 12:00 Noon on the date the bulletins are issued and a notice will be posted accordingly.

5. If trainmen are laying off and/or on leave of absence for any cause (including absence due to sickness or injury, but excluding the actual number of days absent on assigned vacation period) for periods of more than 30 days, their assignments will be bulletined at the expiration of 30 days.

6. On runs on which swing brakemen are regularly employed, men doing swing work classify as regular and hot extra brakemen.

Section B. Local Freight and Mixed Train Assignments

1. (a). In bulletining local freight and mixed trains, the terminals, turning point or points, and number of trips constituting assignment will be stated in the bulletin, and

trainmen will be paid mileage of the assignment with a minimum of 100 miles.

(b). If trainmen are required to make a trip, or trips, not shown in bulletin, out of an assigned terminal on assigned territory or out of a turning point off assigned territory or if they are required to leave their train and make lap-forward trips en route on their assignments, not shown in bulletin (other than movements made in the performance of work within station and/or switching limits or lap-forward trips in the performance of work train or wrecking service), they will be paid actual mileage with a minimum of 100 miles for each time so used. Time consumed in making such extra trip, or trips, will not be included in computing overtime on the regular assignment except, if computation on continuous time basis from time first coming on duty until final release pays more, continuous time will be allowed.

(c). Lap-back trips may be made between intermediate points on assigned territory; trips may be made in and out of terminal in case of disability of locomotive, to supply locomotive with fuel or water, or in case of derailment, wreck, or personal injury, and miles thus run will be added to the actual mileage of the trip.

(d). On local freight and mixed train assignments of over 100 miles bulletined under the provisions of paragraph 1, this section if the actual miles that trainmen run, including mileage of intermediate side trips and lap-back trips, is 100 miles or less, their overtime will begin at the expiration of eight hours. If the actual miles they run, including mileage of intermediate side trips and lap-back trips, exceed 100 miles, their overtime will begin when the time on duty exceeds the mileage run divided by 12 1/2. However, trainmen will not receive less than the equivalent of the mileage of the assignment, including initial and/or final terminal switching or delay, if any, and in addition the mileage of intermediate side trips and lap-back trips, if any.

2. If an assignment consists of 100 miles or less, it will not be necessary to specify number of trips constituting assignment, and trainmen may be assigned to local freight or mixed train service and work at, or run in and out or through their terminal of assignment in either or both directions. Bulletins will designate terminals and turning point, or points. If an assignment has two or more terminals, bulletins will specify days on which trainmen will tie up at said terminals. Trainmen having been on duty 8 hours or having made 100 miles on their assigned territory and required to leave the final terminal of assignment will start a new day; time of second day or trip will begin at time of arrival at final terminal of first day's service. If computation on continuous time basis from time first coming on duty until final release pays more, continuous time will be allowed.

3. All such assignments of over 100 miles will be bulletined under paragraph 1, and assignments of 100 miles or less may be bulletined under paragraphs 1 or 2.

4. Trainmen may be assigned to a dual assignment under paragraphs 1 or 2, or both 1 and 2. Trainmen working on such assignments will be notified on reporting for duty each date the assignment on which they will work. On dates service is performed under paragraph 1, trainmen will be paid as stated therein; on dates service is performed under paragraph 2, they will be paid as stated therein. If trainmen assigned as outlined in this paragraph are used to perform service on both assignments on the same day, they will be paid actual miles of each assignment, with a minimum of 100 miles on each assignment.

5. Bulletin of assignment may designate different routes to be followed between terminals of assignment, or between terminals and turning points of assignment, or between turning points and terminals of assignment and trainmen will be paid for each day service is performed not less than mileage of the route shown in bulletin representing the greatest number of miles, except that they will be paid on a time or mileage basis for the day's tour of duty if this will pay more.

6. Trainmen handling mixed train service assigned under paragraph 2 will be compensated under local freight rules and rates, except if mixed train rates are higher, they will be allowed.

7. Assignments bulletined under paragraph 2 will not be bulletined over the entire distance between established pool freight terminals.

8. Local freight and mixed train assignments will not be bulletined to operate through district freight terminals without conference and agreement between Local Officers and Local Committee.

Section C. Road Switcher Service

1. Assignments operating on a turnaround basis having a radius not exceeding 25 miles, computed by rail miles from the location of the home terminal, will be assigned as Road Switcher Service.

2. Assignments will be confined to a radius of 25 miles and 100 miles or less, eight hours or less will constitute a day. However, assignments in road switcher service may exceed a radius of 25 miles by mutual consent between Company and General Chairman.

3. If trainmen operate in excess of 100 miles they will be allowed the mileage actually operated at straight-time rate or 100 miles and overtime after the expiration of eight hours on duty, whichever allowance is greater.

4. Trainmen assigned to road switcher service may be run in and out and through their regular assigned terminals without regard to rules defining completion of trips. Their times will be computed continuously from time required to report for duty until released from duty at home terminal.

5. Bulletins will specify the terminal, limits of assignment and time to commence service. Runs created hereunder will not be bulletined to operate less than six days per week.

6. Trainmen brought on duty in advance of time specified in bulletin of assignments will be allowed a minimum of 100 miles for each time so used, in addition to earnings of assignment and rates and rules covering road switcher service will govern. Road switcher crews will not be used in extra service if other trainmen entitled to the service are available.

7. Trainmen who are brought on duty subsequent to the time specified in the bulletin of the assignment, unless notified at least one hour and thirty minutes in advance of the on-duty time that their services will not be required until a specified time will be paid from the time specified in bulletin of assignment. However if the provisions of the Hours of Service Act or the several rest rules require the assignment to be

brought on duty later than its bulletined time, trainmen need not be notified (as specified herein) if the on-duty time coincides with the time the rest period expires.

8. Trainmen required to go beyond limits of assignment will be allowed a minimum of 100 miles at the rate of the service performed for each time so used. Time thus consumed will be excluded in computing overtime worked on regular assignment. If computation on continuous time basis from time first coming on duty until final release pays more, continuous time will be allowed.

9. Rules and regulations relating to "crew consists" in local freight service also apply to road switcher service.

10. Rules and awards relative to the performance of more than one class of road service in a day or trip apply to road switcher service at any point in assigned territory including the terminal.

11. Rules concerning initial and final terminal switching and delays do not apply to road switcher service.

Section D. Displacements

1. A regularly assigned trainman losing his run by reason of its having been rebulletined or discontinued, or by having been displaced therefrom will be notified promptly, and may exercise his seniority as set forth in this section.

2. A trainman whose regular assignment is rebulletined may elect to remain on his old run during life of the bulletin and failing to be reassigned to the run at the close of the bulletin may exercise his seniority in accordance with this section. The provisions of paragraph 4, this section, concerning applications apply.

3. Trainmen entitled to displacement under paragraph 1 may displace any assigned trainman his junior, provided that if on the run or pool of runs he is displacing to, there are more than one junior trainman, he may displace only the most junior trainman on such run or pool of runs, provided further that if he elects to displace a brakeman he must make such displacement within five days as set forth in paragraph 7 below. If crews on runs operate in a pool having a regularly assigned operation and in the assignment cycle the individual crews or runs have the same layover day or days each week, a trainman having displacement right may displace the junior trainman on the individual crew or run of his choice.

4. A trainman entitled to displacement under paragraph 1 may displace (bump-bid) into a vacancy under bulletin or displace a junior trainman who had previously displaced on a vacancy under bulletin, in which event he must submit written application for such vacancy in preference to other bulletined vacancies and cannot cancel the application unless he is displaced, subject to the following:

(a). If he becomes regularly assigned to a conductor's position by application, the bulletin of which expired on or before the expiration date of the bulletin on which he bump bid, he may withdraw such application whether it was for a conductor's or a brakeman's position under bulletin.

(b). A conductor who fails assignment to a position on which he previously bump-bid, or who is displaced therefrom prior to the close of the bulletin, may again exercise his seniority as set forth in this section.

(c). A brakeman who fails assignment to a position on which he previously bump-bid or who is displaced therefrom prior to the close of the bulletin must either displace a junior assigned trainman, become an extra brakeman, or displace into another bulletined vacancy on a run with home terminal at the source of supply protecting the service.

(d). If a trainman displaces (bump bids) on a position under bulletin as -set forth in this paragraph, but is displaced therefrom prior to assuming duty for the first service to be performed by the assignment, or if the assignment is abolished prior thereto, he may again exercise his seniority as set forth in this Section.

(e). If a brakeman displaces (bump bids) on a position at an outside point and the run is rebulletined prior to the time the bulletin closes, he may displace into the rebulletined vacancy but cannot displace into a vacancy under bulletin on another brakeman position at an outside point. The Superintendent or his designated representative and Local Chairman, UTU, may agree in writing to waive the provisions of this paragraph to the extent that brakemen who are assigned to runs being rebulletined, also brakemen who have displaced into bulletined vacancies on such runs prior to the runs being rebulletined, may make more than one displacement into the rebulletined vacancies. Such brakeman must bid for such vacancies in preference to other vacancies or new positions and cannot cancel his application, unless he is displaced or acquires assignment in another grade of service. Failing assignment at the close of the bulletin period, he must either displace a junior trainman or become an extra brakeman.

(f). A trainman displacing into a vacancy under bulletin must have sufficient seniority to permit him to hold the freight brakemen's extra board at the source of supply protecting the service.

(g). Conductors cannot displace into bulletined vacancies on the conductors' extra board.

(h). A trainman who acquires a bulletined vacancy may be displaced by a senior trainman entitled to displacement. A conductor on such bulletined vacancy may also be displaced by a senior conductor assigned to the conductor's extra board.

(i). A conductor cannot displace into a vacancy under bulletin nor displace a junior conductor who had previously displaced on a vacancy under bulletin, as set forth herein, neither can a conductor on the conductors' extra board displace a junior conductor unless he is available for and marks up on the position for next subsequent service. In addition, the conductor must remain on the position until he is regularly assigned to another trainman position or is displaced or the position assigned to another conductor.

(j). If trainmen displace into more than one rebulletined vacancies, their application for the last vacancy into which they displaced will take precedence over previous applications and the previous applications will be withdrawn.

5. (a). To be eligible for the next subsequent service performed by an assignment which he acquired by displacing a junior trainman or displacing into a bulletined vacancy, the trainman making the displacement must file written notice of such displacement not later than one (1) hour in advance of the

prescribed calling time in effect at the location where the displacement is being made.

Example (1): Prescribed calling time one hour in advance of on-duty time – written notice of displacement must be filed not later than two hours in advance of the on-duty time.

Example (2): Prescribed calling time one hour 30 minutes in advance of the on-duty time – written notice of displacement must be filed not later than two hours 30 minutes in advance of the on-duty time.

(b). If written notice of displacement is filed later than the limitations set forth in paragraph (a) and the Examples thereunder, the junior trainman who is being displaced will be used on the assignment until it returns to the point where displacements are made after performing next subsequent service.

(c). The requirement for filing written notice of displacement, as referred to in paragraph (a) and the Examples thereunder, will have been complied with if the displaced informs the crew dispatcher or other designated representative of the Company by telephone of his displacement declaration (if the declaration is in accordance with the minimum time limitations contained herein), but he must confirm it in writing before he can go on duty on the position.

6. (a). A trainman who acquires a right of displacement will be held for displacement and will not be used from displacement board for service as a trainman, except in emergency, until he has in writing exercised or waived his right of displacement in accordance with this Section D. This includes a brakeman who loses his assignment and acquires a right of displacement while filling a position as emergency conductor on a run tying up at an outside point; however, if the brakeman immediately displaces to another brakeman position, he will remain on the emergency conductor position. Trainmen used in emergency from the displacement board will not lose their right of displacement.

(b). A regularly assigned trainman who is displaced at an outside point may use Company wires, including telephone, to communicate with the crew dispatcher to ascertain location of his juniors subject to displacement.

(c). A conductor who acquires an assignment by bulletin or who becomes entitled to displace will be relieved from his former assignment as soon as possible. (See paragraph 5, TRN 1-536, Appendix B.)

7. (a). A brakeman must make displacement within five days, which is computed from 12:01 A.M. of the date following the date on which he acquired the right of displacement and was so notified; however, if during the five-day period the brakeman is absent due to scheduled vacation, then upon reporting for service after vacation period, he will have the same number of days left in which to displace that he had when released to commence his vacation.

(b). A brakeman failing to exercise his seniority in accordance with these provisions becomes as extra brakeman and can acquire regular assignment only as provided in Section A.

8. (a). Upon reporting for service, trainmen who have been laying off, or on leave of absence for any cause (including absence due to sickness or injury or vacation), may displace any junior trainman who acquired an assignment during their absence, if they were absent during the entire bulletin period of the assignment acquired by the junior trainman, or they may displace therefrom a junior trainman who subsequently displaced the assigned trainman after the bulletin in question expired on the assignment. Such displacements must be made before trainman marks to his former assignment.

(b). Upon returning to service a trainman whose assignment was bulletined may displace in accordance with this Section D or may displace any junior trainman who acquired an assignment during his absence as set forth in Paragraph 8. (a). For conductors, this also applies to temporary vacancies under Section G. If a trainman returns to service before expiration date of original bulletin, he may return to his former position and the bulletin will be canceled. Assignments of trainmen who are absent for periods of 30 days or less will not be bulletined.

9. (a). Changes due to layoffs, displacement and assignments by bulletin on runs, including new positions, operating between any two points (except turnaround service) at one of which the extra board for the source of supply is maintained will be made at the point where the extra board is maintained.

(b). Changes due to layoffs, displacements and assignments on runs operated on turnaround basis will be made at the home terminal of the run.

(c). Changes due to layoffs, displacements and assignments on runs other than those shown in paragraphs (a) and (b) that do not reach point where extra board is maintained will be made at the point where layover day is observed. If a layover day is not observed, the point will be arranged by agreement between local officials and local chairman.

10. (a). If a conductor assigned to the conductors' extra board is called for duty and is subsequently displaced from the conductors' extra board by a senior conductor, either before or after the conductor is called to depart from the terminal, the conductor who made the displacement will be placed last out on the conductors' extra board and the conductor who was called prior to the time he was displaced will perform the service for which called. Upon return to the point where the extra board is located, he will be placed on the displacement board in accordance with the provisions of Paragraph 6. (a), this section.

(b). If a conductor assigned to the conductors' extra board is displaced by a senior conductor while working as conductor on an outside assignment, the conductor who made the displacement will be placed last out on the conductors' extra board and the conductor displaced while working on the outside assignment will be relieved from the run and placed on the displacement board at the point where the conductors' extra board is located.

11. A trainman who is reinstated to service may displace in accordance with the provisions of this section, subject to any restrictions which might be imposed. A trainman who has been restricted by the Chief Medical Officer to any particular class or grade of service and his restriction is removed, in whole or in part, may exercise displacement in the service from which restrictions are removed in accordance with this Section.

12. Any trainman who has taken and held a run 30 days after such run was vacant or open to seniority choice (without some

other trainman entitled to said run by his seniority having made claim in writing to the Superintendent for the run) will not thereafter be displaced from such run because of seniority rights of other trainmen, except by his own wish or because said run is claimed by a senior trainman whose run has been taken from him through no fault or action of his own.

Section E. Rebulletining and Canceling Assignments

1. If an assigned bulletined run is changed by increasing or decreasing the miles covered in the original assignment; if either terminal is changed; if layover days are changed; if the schedule leaving or arriving time at either terminal is changed two hours or more (excluding trains in a passenger pool, unless majority of runs in such pool are affected two hours or more); if the class of service is changed (including local freight to road switcher), the runs will be rebulletined, and trainmen assigned to such runs when bulletined will be permitted to displace any trainman their junior as provided in Section D.

2. Local freight, road switcher, logging, work train and mixed train assignments (if the mileage of mixed train assignment is 100 miles or less) will not be canceled unless it is known in advance that the run will be discontinued for three days or more on which the assignment is scheduled to operate. If assignments referred to herein are canceled for less than three days on which scheduled to operate, the trainman who held the assignment will be allowed the amount he would have earned if the assignment had not been canceled, with a minimum of 100 miles. Snow or wrecking train service will not be considered in determining whether other work train assignments have been canceled three days or more in the application of this section.

3. If local freight assignments are canceled at outside points, and because of exigencies of the business brakemen thereon are placed in other service, and as a result they cannot displace for some time after losing their run, they will be paid local freight rates if local freight rates are higher than rates applicable to class of service in which used.

4. The following provisions apply to conductors and brakemen who are performing service on outside runs which are being rebulletined.

(a). If the conductor's position is being filled by the regular assigned conductor, or a conductor is holding the run under the provisions of Paragraphs 2, 3 and 4, Section D, this article, he will be relieved unless he submits timely displacement into the rebulletined position.

(b). If the conductor's position is being filled by an extra or emergency conductor (except if the emergency conductor is assigned as brakeman on the run which is being rebulletined), he will remain on the rebulletined run but he may request relief therefrom when qualified under the "7-day relief" provisions of Article 23, Section 1), which will be computed in same manner as if run had not been rebulletined.

(c). If the conductor's position is being filled by a brakeman assigned on the run which is being rebulletined, he will be relieved, subject to his displacing under Paragraph 2, Section D, this Article and Paragraph 6. (b), Article 23, Section C.

(d). If the brakeman's position is being filled by the regular assigned brakeman, or a brakeman holding the position under the provisions of Paragraphs 2, 3, and 4, Section D, this article, he will be relieved unless he submits timely displacement into the rebulletined run.

(e). If the brakeman's position is being filled by an extra brakeman, including an extra brakeman who had displaced thereon under the provisions of Article 23, Section D, Paragraph 3, he will remain on the rebulletined position until removed therefrom under other agreement provisions, except he may request relief therefrom when qualified under the "seven-day relief" provisions of Article 23, Section D.

(f). Conductors who are filling the position under the provisions of Article 23, Section C, Paragraph 8, and brakemen who are filling the position under the provisions of Article 23, Section D, Paragraph 3 (i.e., those who have "old-headed" other extra brakemen on the space), will qualify for "seven-day relief" computed from date run is rebulletined.

(g). If the home terminal of a run (for other than work train service) is changed to another terminal or the class of service is changed, the former run will not be rebulletined; instead a new run will be inaugurated.

Section F. Relinquishing Assignment

1. A regular assigned trainman will be permitted to relinquish his assignment by making written request of Superintendent and securing concurrence of the Local Chairman who has jurisdiction over the extra board that protects the assignment. Such trainman cannot acquire the assignment relinquished until after it has been assigned at least once. This rule is intended to permit trainmen to relinquish such run for a bona fide reason. It is not intended to permit trainmen arbitrarily and without justifiable reason to surrender a regular assignment.

2. The relinquishment of an assignment, as described above, will be acted upon when the request is delivered to or is in possession of the Superintendent or his designated representative, following approval by Local Chairman having jurisdiction, subject to the following:

(a). If the assignment relinquished is operating out of a location where an extra board is maintained which protects that assignment, the trainman will be relieved when such assignment is at, or arrives at the location of the extra board after the request is in line to be acted upon.

(b). If the assignment relinquished is on a run tying up at an outside point, the trainman will remain in the vacancy created until the expiration of the first bulletin period unless displaced prior thereto under the provisions of Section E, this Article. If the trainman is not displaced or if no applications for the vacancy are received, he will be relieved upon request under the provisions of Article 23, Section D. The number of days the trainman works on or protects the vacancy will apply toward the number of days necessary to qualify for relief.

Section G. Temporary Passenger Vacancies

1. If a passenger conductor's assignment (except positions on passenger conductors' extra board) has been temporarily vacated for seven days (excluding the incumbent's vacation days), this information will be posted on the bulletin boards on the seventh day.

2. On the seventh day following the posting of information, the senior qualified conductor making written application may take the temporary vacancy, as provided in Section A, Paragraph 1, of this article, subject to displacement:

(a). By senior conductor who has lost a temporary vacancy;

(b). By a conductor who is senior to and displaces the conductor regularly assigned to the position;

(c). By a senior conductor who has a displacement right under Section D, Paragraph 1. (a), this article.

3. (a). A conductor who places himself on a temporary vacancy must remain thereon until the regular conductor returns or until he is displaced in accordance with Paragraph 2.

(b). If the conductor who is assigned to the position on a permanent basis relinquishes the permanent assignment, the temporary assignment created will terminate at the same time the position is bulletined.

4. A conductor who accepts a temporary vacancy may exercise his seniority for another temporary vacancy except a temporary vacancy on his own assignment, in accordance with Paragraphs 1 and 2. If displaced from the temporary vacancy, he may exercise his seniority under Paragraph 2 of this section. A conductor who has a displacement right under Section D, Paragraph 1. (a), this article, who displaces on temporary vacancy upon return of the conductor regularly assigned to the run (or if displaced from the temporary vacancy) may exercise his seniority under the provisions of Section D, this article.

5. A conductor who is holding regular assignment at the time he takes temporary vacancy on passenger assignment, upon return of the regularly assigned conductor (or if prior thereto he is displaced from the temporary assignment) will return to his regular assignment (if it still exists and he has not been displaced therefrom) unless he exercises his seniority for another temporary vacancy, but after concluding service on all temporary vacancies for which he exercises his seniority, he will then return to his regular assignment (if it still exists and he has not been displaced therefrom). If he has been displaced from his regular assignment, he may displace in accordance with Section D, this article.

6. A conductor who exercises his seniority rights under this section will not be paid for time lost in taking the run or after being relieved therefrom, or for deadhead mileage in connection with making such changes.

Article 35

Interdivisional Runs

The following will constitute a rule under which interdivisional runs in freight and passenger service may be established to operate through home terminals pursuant to Section 2, Article XII of Mediation Agreement A-8830, signed January 27, 1972, also to govern working conditions applicable to operation of such interdivisional service in freight or passenger service which do not operate through a home terminal or home terminals of previously existing runs, as set forth in Section 1, Article XII of Agreement referred to supra:

> For the purpose of this Agreement "Interdivisional Service", as used herein, includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

PART I

Section A. Interdivisional service, as described in Section 2, Article XII of Mediation Agreement A-8830, may be established and placed into effect by the Carrier by serving a 60-day written notice. The trainmen involved become subject to the working conditions provided in this Article and without notice limitations provided by Section 2. (b). The necessary modifying agreements for each district's operation, if not mutually agreed upon within 30 days of date of written notice, will be submitted to arbitration for a final and binding decision in accordance with the Railway Labor Act. Decision of the Arbitration Board will be made within 60 days of the Board's establishment.

Section B. Trainmen operating in interdivisional service created and presently operating under the provisions of Section 1, Article XII, will also hereafter be subject to the working conditions provided in this Article.

Section C. Interdivisional operations under the provisions of Section 1 may be created by thirty-day notice without the notice limitations set forth in Section 1. (a), Article XII Mediation Agreement A-8830 and the conditions thereinafter set forth will apply to such newly created operations.

PART II

For those trainmen operating in interdivisional service as described in Part I, above, the following conditions will apply:

Section D. 1. All miles run will be paid for at the highest mileage rate established by the basic rate of pay for the first 100 miles or less.

2. Employees in interdivisional service covering two or more districts on which different rates of pay for the same service prevail will be paid the highest rate applicable.

Section E. If crews are required to report for duty or are relieved from duty at a point other than the on and off-duty point fixed for the service established hereunder, the Carrier will authorize and provide suitable transportation for the crews.

Section F. Crew members will be allowed a $2.00 meal allowance after 4 hours off duty at the away-from-home terminal and another $2.00 allowance after being held an additional 8 hours.

Section G. 1. In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. On runs of more than 100 miles, the Carrier will determine the conditions under which such crews may stop to eat. If crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews will be paid an allowance of $1.50 for the trip.

2. Crews who are required to set out, pick up, or perform switching service at three or more stations en route will be allowed sufficient time to eat when permission is requested.

Section H. Article 7, Section (a), Paragraph 2, this agreement will not apply to trainmen operating in unassigned interdivisional passenger service established under the provisions of this Article. Article 20, Section (a), Paragraph 2, this agreement will not be applicable to trainmen operating on freight runs established under the provisions of this article.

Section I. Suitable lodging for those who qualify will be provided at away-from-home terminals for trainmen operating in interdivisional service established hereunder. If the lodging

provided by the carrier is located more than one mile from the on-and off duty point, the carrier will provide suitable transportation, which includes carrier-owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

Section J. Trainmen operating on pool freight runs established under the provisions of this Article if called to operate from one terminal to the other, will not be required to exchange positions with trainmen of an opposing train at the meeting point.

Section K. Except if wrecks, floods, washouts, storms, or other occurrences cause main track to be out of service and prevent movement of their train, trainmen operating in interdivisional service established hereunder will not be tied up en route under the Hours of Service Act, held at such intermediate point, and then required to resume their trip after obtaining legal rest, but rather, will be promptly furnished suitable transportation for deadhead to either the home, or away-from-home terminal.

PART III

Section L. 1. Those trainmen whose work opportunities are affected or may be affected by an interdivisional operation established hereunder may request, or may be offered by the Company, the opportunity to resign and accept a lump sum separation allowance in lieu of all other benefits and protections provided in this agreement. Such request or offer will be in writing and subject to the approval and option of both the individual and the Company representative when accepted by both parties. Agreement must be reached within 60 days from receipt of written request or offer. Those trainmen who agree to accept and are awarded an allowance will terminate their employment relationship with the Company on the effective date.

2. The amount of the lump sum allowance will be:

Age at Nearest Birthday	Allowance
64 and under	360 days' pay
65	300 days' pay
66	240 days' pay
67	180 days' pay
68 and over	120 days' pay

(For the purpose of this Section, the age will be that shown in records of the Company at the time such agreement for lump sum is reached.)

3. In determining the separation allowances, the day's pay is the basic rate per day applicable to the last service performed.

4. The above allowance will be paid within 60 calendar days of the date of termination of employment relationship, except at the option of the trainmen involved the allowance may be paid in two or three annual installments on the anniversary date of termination and will be in addition to any vacation or other allowance to which the trainman is entitled on the date of retirement.

Section M. Trainmen who are adversely affected or required to change their residence as result of changes in operations by a run established under the provisions of this rule will receive the protection set forth in Article XIII of Mediation Agreement A-8830, subject to the provisions contained in Section N, below.

Section N. 1 (a). If a trainman owns his own home in the locality from which he is required to move as result of abolishment of a permanent position, at his option he will be reimbursed by the carrier for any loss suffered in the sale of his home for less than a figure based on its fair value plus 9% of such fair value. In each case the fair value of the home in question will be determined on a date sufficiently prior to the date of the event which resulted in the requirement to move so that the fair value will be unaffected thereby. The carrier in each instance will be afforded an opportunity to purchase the home at such fair value before it is sold by the trainman to any other party.

(b). In determining whether loss is suffered and amount of loss, if any, in connection with the sale of the trainman's home for less than fair value plus 9%, the Company will take into account charges assessed the trainman for realty commission, title, insurance fee, reconveyance fee, recording and escrow fees, internal revenue stamps, prepayment penalty on existing mortgage, and appropriate pro rata of (1) taxes (2) insurance, and (3) interest during period involved when the trainman is actively endeavoring to sell his home for fair market value (or other listing concurred in by the carrier), contingent in each case upon the trainman having paid the charge or fee involved.

(c). If the seller assumes fee or discount cost of acquiring new loan, this will be paid by the carrier if approved in advance.

(d). If maintenance is required to maintain fair market value of home, cost will be assumed by the carrier, provided advance arrangements are made by the trainman with his employing officer.

(e). Advances by the carrier (including interest-free advances arranged with employing officer) are on the basis that the trainman is actively endeavoring to sell his home at fair market value (or other listing concurred by the carrier), and carrier may assume the home at fair market value plus 9% if it is paying costs referred to in this section.

2. A trainman covered by Section N 1, if he so elects prior to receiving any benefits under Section N 1, may accept the provisions hereinafter set forth in this Section N 2 in lieu of and in full settlement of any claim arising under Section N 1 of this Article:

(a). If a trainman owns his home in the locality from which he is required to move and disposes of said home in order to relocate in the locality to which he has been transferred, he will be reimbursed by the carrier at 9% of the fair market value of the home in question; and, in addition thereto, 10% of his equity of the fair market value of the home in question subject to a maximum equity of $20,000 in said home. Such payment will be reimbursement for expenses incurred and loss sustained in selling the property. In each case the fair market value of the home in question and the trainman's equity therein will be determined on a date sufficiently prior to the trainman's actual transfer so as to be unaffected thereby.

(b). A trainman electing not to sell his home upon request to carrier may be paid 9% of the fair market value of his home, promptly after determination of fair market value.

(c). A trainman electing to accept the provisions set forth in Section N 2 (a) and (b) within three years from the date of the event which resulted in the requirement to move must so notify the carrier and pursuant thereto execute all releases necessary as to full settlement of any claim against the carrier under the provisions of Section N 1 of this Article.

3. If a trainman is buying a home under contract of sale arrangement, the carrier will protect him against loss to the extent of the fair value of any equity he may have in the home and in addition on date of transfer will relieve him from any further obligations under his contract.

4. If a trainman holds an unexpired lease of a dwelling occupied by him as his home, the carrier will protect him from all loss and cost in securing the cancellation of his said lease.

5. (a). If a trainman owns and occupies a mobile home as his residence, it will be treated as a home under applicable provisions of this Part, unless the carrier and the trainman involved mutually agree to move such mobile home. Underlying property loss for such mobile home when moved will be protected in the same manner as underlying property of home.

(b). For informational purposes, Sections 9, 10, and 11 of the Washington Job Protection Agreement of May 1936, referred to in Article XIII Mediation Agreement A-8830, are contained in Attachment "A".

Nothing contained herein will modify or amend any of the provisions of agreements applicable to employees represented by the UTU (C-T), except as herein provided.

Section O. Protection provisions for Employees are included in Appendix A, identified as Article XIII, Agreement A-8830 dated January 27, 1972.

Article 36

Calling Trainmen

Section A. Trainmen will be called for duty at division terminals where callers are maintained within the limits prescribed by the Superintendent, by the regular caller, one hour, as near as practicable, before the time required to report at the designated point for going on duty. The caller will be provided with a book, giving names of trainmen and numbers of trains for which trainmen are wanted in which trainmen must sign their names and enter the time of call. If callers are not maintained, time will be computed from time required to report for duty on extras or regular trains unless trainmen are notified at least one hour before on-duty time that they will not be wanted until a specified time or until called.

Section B. 1 (a). At points where callers are maintained the calling limits for trainmen are defined by agreements made between Superintendents and the appropriate Local Chairman within 60 days from April 9, 1951. The calling limits will not exceed two (2) miles in any direction via the shortest route from the point in the terminal where callers are located.

(b). Superintendent will maintain a map showing the calling limits agreed to which will be posted on the bulletin board or other appropriate place at the point where said calling limits apply.

(c). Calling limits established for any point by agreement between the Superintendent and Local Chairmen, UTU, having jurisdiction in the territory will govern calling of trainmen of other divisions of the Southern Pacific Transportation Company (Pacific Lines), operating into and out of said point.

2. Trainmen assigned to regular runs, who desire to report for their regular assignments without being called, may make such arrangements.

3. Trainmen residing within the calling limits as defined in paragraph 1, who have a telephone, may be called by telephone if they so elect.

4. Trainmen residing within the calling limits defined in paragraph 1, excluding those who elect to report without being called and those who elect to be called by telephone, will be called by a caller who will go to the calling place of the trainman for the purpose of calling him except that trainmen who elect to be called by telephone, if not contacted by telephone, will be called by caller who will go to the calling place of the trainman for the purpose of calling him.

5. Trainmen who reside beyond the calling limits as defined in paragraph 1, if they have a telephone, will be called by that method, but if they cannot be reached by telephone, the Company will not be penalized because of its inability to call them.

6. Trainmen who work from a point where calling limits are established under this Section but reside at some other point at which calling limits are also established under this Section will be subject to the calling limits at the point from which they work, not where they reside. If they desire to be called at the point where they reside they will be required to make arrangements for being called other than by a caller going to their residence or calling place.

7. This section will not restrict the limits within which trainmen were being regularly called by a caller going to their calling place immediately prior to April 9, 1951, as it was not intended to decrease the established calling limits as they existed immediately prior to April 9, 1951, or to the agreement between the Superintendent and Local Chairmen set forth in paragraph 1.

8. The Company will not pay for the maintenance of telephone used by trainmen in receiving calls for service, nor pay any toll charges in connection with such telephone calls.

9. When trainmen are called in pool freight service at home terminals and away-from-home terminals, the time and date released shown on the register after completion of their previous service or deadhead will govern in determining availability for call for subsequent service or to deadhead pursuant to the provisions of Section A, this article, and Interpretation placed thereon by Decision No. 1338, Special Adjustment Board No. 18.

10. (a). If a trainman is called to fill a vacancy on an assignment operating out of the source of supply or is called to deadhead from the source of supply to fill a vacancy on an assignment tying up at an outside point, at which callers are maintained he will be compensated from the time required to

report for duty at the home terminal, or the outside point, as the case may be.

(b). If a trainman is called to deadhead from the location of the source of supply to fill vacancy on an assignment tying up at an outside point, at a location where callers are not maintained he will be compensated on the basis of the advertised on-duty time, unless he is given notice to the contrary in accordance with the agreement provisions referred to.

(c). If a regularly assigned trainman on an assignment operating out of the source of supply or at an outside point where callers are maintained reports for service following layoff or other absence, he will be compensated on the basis of time required to report for duty, except if road switcher service is involved, he will be subject to the conditions applicable to the other crew members if he is available for notification one hour thirty minutes in advance of the advertised on-duty time. See Article 34, Section C.

(d). If a regularly assigned trainman reports for service following layoff or other absence, or if a trainman exercises his seniority to place himself on a run tying up at an outside point at a location where callers are not maintained, then compensation will be based on the time the assignment is brought on duty, except if the on-duty time is subsequent to the advertised on-duty time and the trainman does not have access to such information.

11. (a). A conductor assigned to or filling a regular assignment or run which ties up at an outside point who desires to report for work following layoff or leave of absence must report his intention to an authorized representative of the Company before completion of the last tour of duty of the assignment or run preceding the date on which he desires to resume service.

(b). If the regular assignment or run is annulled on any date scheduled to operate, a conductor's intention to return to work must be reported to the authorized representative of the Company before midnight of the date the assignment or run is annulled.

Article 37

Called and Not Used

Section A. 1. If trainmen are called and for any reason not their own act or fault they are not used on the train for which called, they will be allowed straight time for the time so held, with a minimum of one hour. The foregoing does not apply if trainmen are required to exchange trains in order to avoid runarounds.

2. Trainmen will be notified of the time for going on duty, time set to depart and identity of the train for which called.

Section B. 1. If conductors are called and report for duty and after performing work in connection with their train such as checking train and/or receiving train orders, and then they are released, they will be allowed the mileage called for by their assignment, with a minimum of 150 miles, if called for passenger service, and a minimum of 100 miles, if called for other classes of road service.

2. If brakemen are called and report for duty at the prescribed time and thereafter perform work in connection with their train and then they are released, they will be allowed the mileage called for by their assignment, with a minimum of 150 miles if called for passenger service and a minimum of 100 miles if called for other classes of road service. If conductor is allowed a minimum of 150 miles, or a minimum of 100 miles for service performed, the brakemen will be compensated accordingly.

Article 38

Pilot Service

Section A. Conductors used in pilot service or brakemen used in emergency for pilot service will be compensated for such service at through freight conductors' rate. One hundred miles or less, eight hours or less constitute a day. If the mileage run exceeds 100 miles, actual miles will be allowed.

Section B. On runs of 100 miles or less overtime will begin at the expiration of 8 hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12 ½. Overtime will be paid for on the minute basis, at rate per hour of three sixteenths of the daily rate.

Section C. Time will be computed from the time the pilot is required to report for duty until he is released at the point where pilot service ends, but if a pilot leaves the point where pilot service ends within four hours from time of his arrival at that point on a return trip or if he continues on to the next terminal in deadhead, pilot, or other service, his service will be considered one trip, his time will be computed continuously and he will be compensated under Article 39 until released at the home or district terminal. The provisions of this section apply to pilots who deadhead or go out in service to the point where pilot service is to begin.

Section D. If required to leave the point where pilot service ends after the expiration of four hours from time of arrival at that point, a pilot will begin a new day at time he is required to report for duty; but if he is not required to report for duty before expiration of 12 hours from time of arrival at such point, he will begin a new day automatically at the expiration of 12 hours. A pilot will be allowed 100 miles for the next succeeding eight hours, and similarly for each 20-hour period thereafter. If a pilot is called on duty after pay begins, his time will be computed continuously from completion of the last off-duty period.

Section E. Extra freight conductors (or emergency conductors from source of supply in the absence of extra conductors) will be used as pilots in both freight and passenger service. Pilots will not be run through established through freight home terminals which are the source of supply for conductors, unless other extra conductors (or emergency conductors) are not available at such terminals. If a pilot is run through such terminals, regular men will not be runaround. Regularly assigned conductors will not be used for pilot service except in bona fide emergencies if extra or emergency conductors cannot be made available. (See Q & A 13 and 14 - Pilot Service in TRN 1-502, Appendix B.)

Section F. 1. A conductor will be considered "used in pilot service" under the provisions of Section A, this Article, if called to deadhead to perform pilot service, whether pilot service is subsequently performed or not, if he actually leaves the point or station at which he is called to deadhead.

2. A conductor properly called to deadhead to perform pilot service who actually leaves the point at which called will be used for pilot service for which called to the exclusion of any other conductor not in pilot service until he returns to his home or layover terminal, or is used in other service as provided for in Section C, this article.

3. Compensation provided for in Article 22, Section A, will not apply to conductors deadheading to perform pilot service, or deadheading after completion of pilot service.

4. If two or more extra freight or emergency conductors not in charge of a crew are deadheading as conductors on the same train, none of whom were called to deadhead for pilot service, and a conductor must be taken off the train en route to perform pilot service, the provisions of Article 22, Section C 3 will apply. The conductor taken off will be considered "used in pilot service" from the point at which he started to deadhead, as provided for in Section G 1.

5. If an emergency conductor is taken from a deadhead crew en route to perform pilot service, the emergency conductor will be considered "used in pilot service" from the point at which he started to deadhead with the crew as provided in Section G 1.

6. A conductor performing other service, except deadheading, and taken therefrom and used in pilot service will be compensated separately for pilot service in accordance with Section A. The time used in pilot service will be deducted in calculating compensation for overtime, if any, in other service.

7. If, in the opinion of the Company, pilot (flagging) service will be required for an extended period, the Company may advertise such service for seniority choice of conductors. Work train rates and rules will apply.

(See Q&A, Pilot Service, in TRN 1-502, Appendix B.)

Article 39

Combination Service

Section A. 1. Trainmen may be required to perform more than one class of road service in a day or trip subject to the following:

2. Trainmen who perform two or more classes of service at an intermediate point or points between the terminals of their assignment or run will be paid for the entire tour of duty at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.

3. Trainmen in through freight or passenger service who perform another class of service at an intermediate point between initial and final terminals of their assignment or run will be paid for their entire tour of duty at the highest rate applicable to any class of service performed and, in addition, will be allowed the actual time consumed performing the other class of service at the pro rata of the highest rate applicable to any class of service performed. If overtime is earned, the allowance for time consumed performing the other class of service will be reduced by an amount of time equal to the amount of overtime earned.

4. Examples of the application of this Article are as follows:

(a). A trainman 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. He will be paid 100 miles or 8 hours at pro rata rate for the trip plus 2 hours at pro rata for the other class of road service - both payments at the highest rate applicable to any class of service performed.

(b). A trainman 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. He will be paid 100 miles or 8 hours at pro rata rate for the time plus 1 hour at pro rata rate and 1 hour at time and one-half for the other class of road service - both payments at the highest rate applicable to any class of service performed.

(c). A trainman 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. He will be paid 100 miles or 8 hours at pro rata rate for the trip plus 2 hours at time and one-half for the other class of road service - both payments at the highest rate applicable to any class of service performed.

(d). A trainman 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. He will be paid 100 miles or 8 hours at pro rata rate plus 2 hours at time and one-half for the trip, plus 2 hours at time and one-half for the other class of road service - both payments at the highest rate applicable to any class of service performed.

(e). A trainman 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. He will be paid 150 miles or 12 hours at pro rata rate for the trip, plus 2 hours at pro rata rate for the other class of road service - both payments at the highest rate applicable to any class of service performed.

(f). This Section applies to:

(1). Unassigned and/or assigned road service.

(2). Another class of road service regardless of when the trainman is notified, whether at time called, at the outset of, or during the tour of duty.

(3). Passenger service, except that work train or wrecker service will not be required except in emergencies.

(g). This Section does not operate to combine road service with yard service nor modify nor set aside:

(1). Lap-back or side trip rules except if a combination of service includes work or wrecking service and such movements are made in the performance of work or wrecking service.

(2). Conversion rules.

(3). Terminal switching and/or special terminal allowance rules.

5. (a). Trainmen who are operating in any designated class of road service (except road switcher service) and who perform another class of road service at the initial or final terminal of their assignment or run will be allowed actual time consumed, with a minimum of a basic day, at the rate applicable to the other class of road service performed. The time consumed in such other class of service will not be considered in computing trainmen's earnings in the designated class of road service in which operating.

(b). The foregoing is subject to the provisions of Article V of the June 25, 1964 Agreement and Articles VII and IX of the January 27, 1972 Agreement.

Section B. Trainmen who are compensated for local freight, mixed train or work train service, who traverse two or more districts or portions of such districts on which different rates of pay prevail, will be paid the highest rate applicable on any district traversed for the entire day or trip.

Article 40

Jury Duty

Section A. If a trainman summoned for jury duty is required to lose time from his assignment as a result thereof, he will be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, except allowances paid by the court for meals, lodging or transportation, subject to the qualifications, requirements, and limitations set forth in Section B.

Section B. 1. A trainman must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty if necessary without loss of pay to apply for the exemption.

2. A trainman must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

3. The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.

4. No jury duty pay will be allowed for any day on which the trainman is entitled to vacation or holiday pay.

(See Mediation Agreement A-8830 dated January 27, 1972.)

Article 41

Attending Court, Inquest or Board of Inquiry

Section A. 1. If a trainman is ordered to attend Court, Inquest, or Board of Inquiry as a witness in behalf of the Company, he will be paid not less than one day's pay applying to the class of service in which employed (but not less than Court Service Rate set forth in current rate sheets) for each day in attendance, separate and apart from earnings for other service performed on that day.

2. If a trainman is held off his assignment or run to attend Court, Inquest, or Board of Inquiry as a witness in behalf of the Company prior to the date he is used as a witness, or prior to the date he deadheads for such service, and if his assignment or run goes on duty on any such day after the trainman is held, he will be paid one day's pay applying to the class of service in which employed (but not less than Court Service Rate set forth in current rate sheet) for each day so held. Also, if a trainman is held waiting return of his assignment or run after being released from Court, Inquest, or Board of Inquiry, he will be paid one day's pay applying to the class of service in which employed (but not less than Court Service Rate set forth in current rate sheets) for each day held waiting return of his assignment or run, if no other service is performed.

Section B. If a trainman is required to deadhead from terminal or layover point to or from the place where Court, Inquest or Board of Inquiry is held, he will be paid one day's pay applying to the class of service in which employed (but not less than Court Service Rate set forth in current rate sheets) for each calendar date on which he deadheads, in addition to compensation for attending Court, Inquest or Board of Inquiry, provided for in Section A, hereof; except that only one day's pay will be allowed for all deadheading performed within the limits of the same calendar date regardless of the number of deadhead trips.

Section C. 1. If the allowance to a trainman filling a regular assignment or established pool run, including trainmen filling positions on their respective extra boards, provided for in Sections A and/or B, this Article, is less than he would have earned, including overtime, if he had not been required to attend Court, Inquest or Board of Inquiry, he will be allowed what he would have earned, including overtime, instead of compensation provided for in Sections A and/or B.

2. The earnings of trainmen filling positions from their respective extra boards will be computed up to the time they begin work from such extra boards subsequent to being returned thereto after conclusion of attending Court, Inquest or Board of Inquiry, or deadheading in connection therewith, except if they lay off or otherwise make themselves unavailable for service, then the computation of earnings will cease at the time they lay off or otherwise make themselves unavailable for service.

3. If a trainman working from an extra board is required to report to Company attorneys for consultation or to give depositions in connection with a law suit, or to attend Court, Inquest or Board of Inquiry, his space will be removed from the board and on his return to the board after being released from such service, he will be placed last out on the board.

Section D. A trainman will be allowed his actual expenses while away from his home terminal or layover point in connection with attending Court, Inquest or Board of Inquiry as a witness in behalf of the Company.

Section E. Witness fees will not be deducted in computing allowances under this Article.

Article 42

Interchange

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

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

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

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

Section E. 1. Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

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

Section F. The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Agreement. (See Article VII, Mediation Agreement A-8830.)

Article 43

Coupling & Testing Air, Re-brassing Cars

Section A. 1. (a). Air hose will be coupled and air tested by car inspectors at all terminals where car inspectors are on duty for the purpose of inspecting trains. If carmen are not on duty for the purpose of inspecting trains, trainmen will be paid for such work the same as terminal switching (under the provisions of Article 19 and Interpretations thereon) continuously until air is tested on the train.

(b). If the train has departed its makeup track or has not as yet arrived its receiving track, trainmen may be required to perform certain service, such as recoupling train after break-in-two or cutting crossings (recoupling includes coupling of air hose and making air test), and the service outlined in Article IX of Mediation Agreement A-8830 dated January 27, 1972, as set forth in Article 44, Section E.

2. If yard crews add cars to or remove cars from a train at the terminal of a trainman's assignment, and if car inspectors are on duty at such terminal for the purpose of inspecting trains, trainmen will not be required to couple or uncouple air, steam or signal hose, safety chains, or fasten or unfasten vestibule curtains. If car inspectors are not on duty for the purpose of inspecting trains when such work is performed, the coupling functions and the fastening of the vestibule curtains may be performed by trainmen, but the uncoupling functions and the unfastening of the vestibule curtains will be performed by employees other than trainmen.

3. If yard crews add cars to or remove cars from a train at an intermediate point on a trainman's assignment, regardless of whether or not car inspectors are on duty for the purpose of inspecting trains, the coupling functions and the fastening of the vestibule curtains may be performed by trainmen, but the uncoupling functions and the unfastening of the vestibule curtains will be performed by employees other than trainmen.

Section B. 1. Trainmen will not be required to rebrass cars at terminals where carmen are on duty. If trainmen are required to rebrass car or cars:

(a). At terminals of assignment when carmen are not on duty.

(b). En route but not handled in their train into and out of point where rebrassed (except as provided in paragraph 2, this Section).

(c). En route and the car or cars were picked up and moved in their train in opposite direction from their normal route

they will be allowed compensation for the actual time so engaged, with a minimum allowance of one hour at 1/8th of the daily rate applicable to the class of service in which engaged for each car rebrassed. Such compensation will be allowed in addition to all other allowances for the day or trip.

2. If trainmen are required to rebrass car or cars en route not handled in their train into the point where rebrassed but picked up and moved in their train in direction of normal route, they will be allowed compensation for the actual time engaged, with a minimum allowance of one hour at 1/8th of the daily rate applicable to the class of service in which engaged. Such compensation will be allowed in addition to all other allowances for the day or trip.

3. If cars that are a part of their train are rebrassed en route, no extra compensation will be allowed for rebrassing.

Article 44

Yard Service, Handling Switches & Road-yard Movements

Section A. All trains will be made up by yardmen where yard engines are on duty.

Section B. Conductors will not be required to handle switches where yardmen are on duty. Brakemen will not be required to handle switches where yardmen are on duty except as otherwise provided. If payment accrues to a member of train crew because he was required to handle switch or switches a similar measure of payment at yard foreman's rate of pay will be made to the conductor.

Section C. 1. Brakemen will not be required to handle switches in letting their trains in and out of train yard at terminals of their run, where yard crews are on duty, with following exceptions:

(a). If brakemen are required to handle one or more switches on arriving or leaving the terminals of their run, a minimum of 30 minutes at yard rates will be allowed those performing the work in addition to the road trip.

(b). Brakemen may be required to throw switches for their train to enter or leave the main line or cross over from one main line to the other if such switches are located more than 3/4 mile from the first lead switch of the train yard.

2. If one member of crew can open and close switches under this section without interfering with his other duties on trains consisting of not more than 10 cars and caboose, he will do so.

3. This Section will not act to discontinue switchtenders.

Section D. At locations where yardmen are on duty, trainmen may be required to handle switches necessary in being met or passed by other trains. At such locations trainmen may also be required to handle switches incidental to the progressing of work covered by Section B, Article 25 and Article 63.

Section E. 1. Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc.: one straight pickup at another yard in the initial terminal (in addition to picking up train) and one straight set out at another yard in the final terminal (in addition to yarding the train); pick up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house, including all units coupled and connected in multiple; pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars; however, if it is necessary to use two or more tracks to hold the train, it is not required that any track be filled to capacity; and exchange engine of their own train.

2. The foregoing is not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement. There will be no change in work permitted or compensation paid to combination assignments, such as mine runs, tabulated assignments, etc. (Article IX, Mediation Agreement A-8830 dated January 27, 1972.)

Section F. The last yard crew assignment in a yard or on a shift if 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. (a). 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 that there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

(b). 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 begins at the starting time of the yard crew assignment which the carrier seeks to discontinue. In computing the time engaged in switching, only the time consumed by the yard engine the carrier seeks to discontinue will be considered subject to the provisions of paragraph 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in paragraph 5.

(c). The studies referred to in this paragraph 1 shall be conducted in the following manner:

(d). If the carrier proposes to discontinue the last yard crew assignment in a yard or on a shift if more than one yard assignment is employed, it will give ten days' written notice of the proposed discontinuance to the representatives of the employees involved, advising the names of the carriers'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 will 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 will be binding on the parties for the purpose of this rule.

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

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

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

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

6. No change in work permitted or compensation paid to combination assignments, such as mine run, tabulated assignments, etc.

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

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

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

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

11. Every employee deprived of employment as the immediate and proximate application of this rule will 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 will 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. (See Article V, National Agreement, dated June 25, 1964.)

Article 45

Switching Limits & Switching of Industries

Section A. 1. Location of yard limit boards on October 1, 1934, establishes switching limits in all yards, except as modified by local agreements.

2. At locations where yard crews are not maintained, the location of the yard limit boards which were established on October 1, 1934 define switching limits. If yard limit boards were not established at any of such locations on October 1, 1934, the location of station one-mile boards as they existed on said date define the switching limits.

3. At locations where yard crews are not maintained, created after October 1, 1934, if yard limit boards were or are established at the time so created, such yard limit boards define switching limits. If at any such locations so created after October 1, 1934, yard limit boards were or are not established, the location of station one-mile boards define switching limits.

4. Switching limits so established and defined herein will not be changed until after conference and agreement between the Company and the General Committee, UTU.

5. The Company's right to establish, extend or contract yard limits for operating reasons, without necessity for conference and agreement, is not restricted.

Section B. 1. (a). If the carrier considers it advisable to change existing switching limits where yard crews are employed, it will give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen will within 30 days endeavor to negotiate an understanding.

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

2. (a). If, after the effective dates of the 1951 and 1952 Agreement, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect on January 27, 1972. Other industries located between such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefor to road or yard men. If rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits will remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

(b). The yard conductor (foreman) or yard conductors (foremen) involved will 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 Section B 2, and a statement of such time will be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier will periodically advertise to road service employees the opportunity to work in yard service under yard rules and conditions on assignments mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. If such local representatives fail to agree, the carrier will designate such assignments but will not be subject to penalty claims because of doing so. Such equalization of time will be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). If no road employee elects to bid on the accumulated equalizing hours within the bulletined period, such accumulation of equalizing hours will be considered forfeited and a new accumulating period will commence. (See Article VI of Mediation Agreement A-8830 dated January 27, 1972.

Article 46

Time off at Terminals

Section A. 1. A trainman, upon arrival at his home terminal after completing the service or deadhead for which called, will not be disturbed for a call for subsequent service or to deadhead in less than eight hours from the time he tied up in previous service or deadhead. He will not be brought on duty to work or deadhead before the applicable call time at the location, computed from the time he may be disturbed for a call, except:

(1). If other trainmen entitled to the service are not available;

(2). In emergency such as wrecks, washouts, etc; or

(3). For service covered by Article 41.

2. If trainman is called at his terminal, either the home terminal or the away-from-home terminal, for service or to deadhead, he will not lose his standing on the board unless he actually departs from such terminal. Under such circumstances and if the occurrence is at the home terminal, the provisions of the preceding paragraph will not apply. This will also apply to trainmen used for a tour of duty in yard service under the equalization of time provisions set forth in Article 45, Section B 2.

Section B. 1. A trainman upon arrival at his terminal after having been on duty twelve or more consecutive hours, computed from time on duty until time tied up, will not be brought on duty for subsequent service until after the expiration of ten hours off duty, except in case of wreck, washout, etc.

2. (a). If a trainman has been on duty twelve or more consecutive hours as referred to in the preceding paragraph, he may be deadheaded from the away-from home terminal prior to receiving ten hours off duty at such terminal, subject to the following:

(b). (1). He will not be injected into service at an intermediate point while deadheading, except in case of wreck, washout, etc.

(2). He will be given ten hours off duty after arrival at the opposite terminal, except in case of wreck, washout, etc.

Section C. The provisions of Sections A and B will apply to a trainman who arrives at the source of supply after completing service or a compensated deadhead and who elects to exercise his seniority to a position.

Section D. Trainmen will not be tied up for rest between their terminals at points where food and lodging cannot be procured.

Section E. The following will govern the handling of trainmen in pool freight service at the home terminal:

1. The term "crew space" used in this section refers to a pool freight run, identified by number after it has been established by bulletin and/or assigned to trainmen.

2. After a "crew space" arrives at its home terminal in service, it will be placed last out on the pool freight list at the time of arrival or time tied up, as the case may be, subject to the provisions of Article 14, Section B, and Questions and Answers appended thereto, and for next service or deadhead it will be run in the order of its standing; except, if one or more of the crew members assigned thereto, including one or more members in hold down positions, who arrived with the "crew space" are not available to go on duty or to deadhead because of the provisions of Article 46, Sections A or B, the "crew space" will not be run until such crew member or members are available, but will retain its standing on the board.

3. If a "crew space" stands to be called to go on duty or to deadhead and none of the crew members assigned thereto, including one or more members in hold down positions, are marked to the crew, and extra or emergency conductors or brakemen are not available, the "crew space" will not be run until an extra or emergency conductor or one or more extra or emergency brakemen become available.

4. If a pool freight run is deadheaded to the home terminal, the run will be marked to the pool freight list at the arrival time of the train on which it was ordered to deadhead and the availability under the rest provisions of Article 46, Sections A and B of any or all of the crew members arriving thereon, either regular or extra, will be based on the time of completion of actual deadhead trip as a crew unit as shown on the register. However, if they were ordered to deadhead by one means of transportation but for convenience were permitted to ride another train or other means of transportation, the run or crew members arriving thereon, either extra or regular will commence their rest based on actual arrival but do not stand to be called for service, except in emergency, until the train (or other method of transportation) on which they were ordered to deadhead has arrived at the home terminal. At away-from-home terminals, however, these crews stand to be used if other crews in the same pool freight district are not available under Federal Hours of Service Act, divisional, or agreement rest restrictions at the calling time for the service.

5. The conductor of pool crews, as he indicates on the register upon arrival at the terminal to which deadheaded the relative standing of his crew, will also indicate the train on which ordered to deadhead as well as the actual time of arrival of the crew.

6. Runaround penalties will not accrue to conductors and trainmen by application of this section.

Article 47

Seniority Rights

Section A. All brakemen entering service will have system seniority rights as brakemen in freight and passenger service, also system seniority rights in yard service. Conductors will have system seniority rights in freight and passenger service (see Agreements GEN 154-18, September 1, 1972, November 28,1972, March 1, 1973 and October 4, 1975; TRN 1-966 and TRN 1-966-1 in Appendix "B").

Section B. New employees will establish a seniority date as set forth in GEN 154-18 dated July 22, 1974 (See Appendix "B"). Trainmen's service letters or letters of recommendation will be filed in duplicate with their personal records, and on request the originals will be returned to them after entering the service.

Section C. Trainmen voluntarily leaving the service of the Company lose all rights. If they again enter the service they must take their place as new men. All trainmen leaving the service of the Company who have been employed 90 days will be given service letters.

Section D. Superintendents will prepare seniority lists of all prior rights trainmen under their jurisdiction, and have it open for inspection when requested. This list will be revised semi-annually and each Local Chairman, United Transportation Union, will be furnished a copy.

Article 48

Seniority Exchanges

Section A. Trainmen from one division or seniority district may exchange seniority rights with trainmen from another division or seniority district, each assuming the seniority rights

of the other and subject to approval of the Superintendents, General Chairman, United Transportation Union.

Section B. Trainmen from one division, seniority district, or affiliated property of the Southern Pacific Transportation Company may exchange seniority rights with trainmen from another division, seniority district or affiliated property, each assuming the seniority rights of the other, subject to approval of the Superintendents and General Chairman of the United Transportation Union, representing trainmen.

Section C. Trainmen, who, because of injuries received in the service or because of sickness, are physically incapacitated for service in their regular grade of employment may exchange seniority rights from one grade of service to another on the same division or seniority district, or from one division or seniority district to another division or seniority district with able-bodied trainmen, each assuming the seniority of the other, subject to approval of the Superintendents and General Chairman, United Transportation Union, representing trainmen.

Section D. 1. Exchanges of seniority rights from one division, seniority district, or affiliated property to another division, seniority district, or affiliated property between trainmen who have been promoted to conductors and trainmen who have not been so promoted are prohibited.

2. On districts on which attrition agreements (TRN 2-120 series) are in effect, trainmen whose seniority date is prior to January 25, 1964, cannot exchange seniority rights with trainmen whose seniority date is subsequent to January 25, 1964.

Article 49

Leaving Terminals

Section A. Trainmen assigned to runs having layover at outside terminal and whose homes are elsewhere may go to their homes if they can return to layover terminal in ample time to protect the service to which assigned. Dispatcher is authorized to relieve trainmen. If it is contemplated that trainmen will work on their layover day, they will be so notified in writing.

Section B. If a trainman receives written instructions from Chief Train Dispatcher or other Official to hold himself in readiness for service on layover day and is not used, he will be allowed a minimum of one day for day so held.

Article 50

Doubling Hills, Assisting Other Trains

Section A. If crews are required to double hills or assist other trains, the additional mileage operated will be added to mileage of the trip and the basis for computing overtime will be extended accordingly.

Example 1. Trainmen in freight service operate from A to G, a distance of 50 miles. They double a hill between B and D, a round trip distance of 25 miles. They will be allowed 100 miles and overtime after eight hours on duty.

Example 2. Trainmen in freight service operate from A to M, a distance of 100 miles. They double a hill between B and D, a round trip distance of 25 miles. They will be allowed 125 miles and overtime after ten hours on duty.

Section B. If their engine is taken from their train en route to assist another train and returns to train, trainmen will be allowed actual miles run by their engine at the basic rate of pay, in addition to time and mileage of trip; if engine does not return to train, trainmen will be allowed actual miles engine was operated within the limits of that pool freight district at the basic rate of pay, in addition to time and mileage of their trip.

Example 1. Trainmen in freight service operate from A to G, a distance of 50 miles. They remain with their train at B, while their engine assists another train from B to D (or from C to D), and returns to B, a round trip distance of 25 miles. They will be compensated as set forth in Example 2.

Example 2. Trainmen in freight service operate from A to M, a distance of 100 miles. They remain with their train at B while their engine assists another train from B to D (or from C to D), and returns to B, a round trip distance of 25 miles. They will be allowed 100 miles for the tour of duty with overtime after eight hours on duty, plus 25 miles at basic through freight rate of pay.

Article 51

Paid Holidays

The following provisions will apply to regularly assigned road service employees paid on a daily basis:

Section A. 1. Each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in Section C, hereof, will receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays:

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

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

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

Section B. Any of the employees described in Section A hereof who work on any of the holidays listed in Section A hereof will 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.

Section C. To qualify for holiday pay, a regularly assigned employee referred to in Section A hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment

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

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

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

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

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

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

Section I. 1. If a regularly assigned employee, holding an assignment subject to Section A, this Article, who performs compensated service at least one day on his regular assignment in the week in which the holiday falls, is required to be used off his assignment to protect other service on one or both qualifying days and/or on the holiday, performing or being available for the service he is called to protect will qualify him to receive the holiday basic day's pay at the rate of his regular assignment. He will be paid at the rate of time and one-half for service performed on the holiday provided he works on his regular assignment, and only then if he meets the qualifying requirements, set forth in Section C, this Article, as interpreted herein.

2. A regularly assigned employee holding an assignment which is not subject to this Article, but who is called to protect other service on an assignment which is subject to this Article will qualify for payment of the basic day for the holiday if he is available for or performs service on such assignment on the qualifying days and on the holiday, provided no other employee qualifies for the holiday pay on such position. If the assignment works on the holiday, he will be paid at the rate of time and one-half for service performed on the holiday.

3. See Article 1, Section 2, of the National Agreement dated June 25, 1964, as amended by Article IV of the National Agreements dated January 27, 1972 and January 29, 1975.

Article 52

Cleaning Watches

If a trainman is required by the Company to have his standard railroad grade watch cleaned, the cost of such cleaning, if performed by authorized watch inspector, will be assumed by the Company.

Article 53

Assigned Trainmen Performing Extra Work

Section A. Trainmen assigned to. regular runs will not be called upon to perform extra or other service if other trainmen entitled to the service are available. If called upon they will receive extra pay at regular rates for the class of service performed. If they fill positions of others who are absent from their assignments or crews, they will receive the same pay as the trainmen so relieved. A trainman taken from his regular assigned run (other than extra boards) for extra or other trainman service will be compensated for service performed under rules governing, but will not be paid less than he would have earned had he remained on his regular assigned run.

Section B. 1. (a). If a brakeman is not available on the brakemen's extra or emergency boards and a regularly assigned brakeman must be taken from his assignment for extra or other service, the senior available and qualified regularly assigned brakeman with home terminal at the location of the extra board which protects the service will be used-freight seniority to govern for work classifying as freight service and passenger seniority to govern for work classifying as passenger service.

(b). On districts where two or more extra boards for brakemen protecting the same class of service are established, each extra board and the assignments protected by such board will be considered separately in applying the provisions of the preceding paragraph.

2. Extra brakemen who are filling vacancies on regular assignments, brakemen on "hold-down" positions on regular assignments, and brakemen who have displaced into bulletined vacancies on regular assignments, are in the status of regularly assigned brakemen in the application of this Section.

3. Trainmen holding regular assignments as train baggagemen, if such assignments extend beyond the limits of established passenger districts over which trainmen on regular passenger assignments operate, will not be used under the provisions of paragraph 1, if it is known that they cannot perform the service, return to their home terminals, and be available under the

applicable off-duty rules and the provisions of the Federal Hours of Service Act to work on their regular assignments without losing a day or trip thereon.

4. (a). Regularly assigned brakemen who do not desire to be used for extra or other service as referred to in paragraph 1 must file written declaration with the Superintendent waiving their right to be used for such service for not less than six months. At the expiration of such six months' period they may waive their right for the next succeeding six months in the same manner and so on.

(b). Brakemen who waive their right to perform extra or other service, referred to in the preceding paragraph, may waive their right for both passenger and freight service or for one class of service but not the other.

(c). Brakemen who are assigned to brakemen's passenger extra boards may waive their right to be used for freight service under this Section.

(d). If other brakemen entitled to the service are not available, brakemen who have waived their right to be used for extra or other service under paragraph 4 may be used in seniority order under the provisions of paragraph 1.

Section C. 1. In the absence of an available conductor on the freight conductors' extra list, or an available emergency conductor, making it necessary to use a regularly assigned conductor to fill a vacancy in assigned freight service, or as conductor in unassigned freight service, the senior available regularly assigned freight conductor with home terminal at the source of supply which protects the service will be used.

2. Regularly assigned freight conductors who do not desire to be used for service referred to in paragraph 1 must file written declaration with the Superintendent waiving their right to be used for such service for not less than six months. At the expiration of such six months' period they may waive their right for the next succeeding six months in the same manner and so on.

3. If other conductors entitled to the service are not available, conductors who have waived their rights to be used for the extra service described herein may be used in seniority order under the provisions of paragraph 1.

4. If an extra or emergency conductor is subject to the rest restrictions contained in Article 46, Section A, but has not had the eight (8) hours undisturbed time off duty at his home terminal but has sufficient time under the Hours of Service Act, and if no other extra or emergency conductor is available, such extra or emergency conductor, as the case may be, will be used for the extra service under Exception 1, Section A, Article 46, in lieu of using a regular assigned conductor for such service.

Section D. 1. If trainmen are held waiting for their own crews at the point where changes due to assignments, layoffs, and displacements are made pursuant to the provisions of Article 34, Section D, after having been taken off regular runs and sent out on special or other trains, they will be paid full compensation for such time as they are so held.

2. The Company reserves the right to deadhead men to their positions at the completion of the service for which they were withdrawn, or pay them while being held until their positions return.

Section E. 1. For the purpose of computing the difference in earnings when a regular assigned brakeman is used as an emergency conductor or off his assignment as an extra brakeman under this Article, the total earnings paid for such service as a conductor or brakeman, together with payments made for lost time waiting for his regular assigned run, will be balanced against the total that he would have earned had he remained on his assigned run and the difference, if any, will be allowed.

2. The cycle for computing difference in earnings extends from the time the trainman goes on duty at the home terminal (first service performed by him subsequent to the time both he and his assignment are at the home terminal together), until the time the trainman arrives back at the home terminal and his assignment is also at the home terminal. If his assignment does not commence service on the same calendar date that he was initially taken from his assignment, his earnings on that calendar date will not be used in computing difference in earnings. Checking periods will not extend beyond the last calendar day of each month. Checking periods will also cease if the trainman makes himself unavailable for service. In computing difference in earnings, extra service as an emergency conductor and as an extra brakeman will not be combined.

3. The foregoing will also apply to a brakeman holding a vacancy under bulletin or filling a "hold-down" position who is taken therefrom and used for such extra service. If a brakeman's right to hold a vacancy under bulletin or "hold-down" position expires during the period he is being used in conductor service, balance of earnings will not extend beyond the time his right to hold such vacancy or "hold-down" position expires.

Section F. The provisions of Section E, paragraphs 1 through 3 of this article, also will apply to regular assigned conductors or conductors assigned to extra boards who are taken therefrom and used under the provisions of Section A of this Article.

Article 54

Leaves of Absence

Section A. Committeemen will be granted leave of absence and transportation without unnecessary delay.

Section B. A trainman selected for training under the Southern Pacific Transportation Company's Training and Development Program, promoted to an official position in the Company's service, or exclusively employed by the United Transportation Union, will retain his seniority rights.

Section C. 1. In the discretion of the Superintendent other leaves of absence may be granted for not more than 30 days, with an extension of 30 days, except is cases of sickness or disability. A trainman who has been five years in the Company's service will be granted leave of absence for one (1) year and will retain his seniority rights if the requirements of the service will permit and if he does not accept position on another railroad. Request and approval for leave of absence under this section must be in writing.

2. Thirty day leave of absence, as referred to in paragraph 1, will extend from the effective date in one month to and including the corresponding date in the next subsequent month.

3. Trainmen who are absent because of sickness or injury will

be on an automatic leave of absence until they are able to return to service.

4. A trainman who is elected or appointed an official of the Federal or State Government will be granted leave of absence for the duration of the term of office or appointment.

5. A trainman who obtains a position with the Interstate Commerce Commission, Federal Railroad Administration or a State Public Utility Commission, other than as set forth in paragraph 4, above, will be granted a leave of absence-with retention of seniority rights-for the duration of the time that trainman holds such position.

6. For leave of absence account attending school - see TRN 2-147 in Appendix B.

Article 55

Transferring Household Effects

Section A. If trainmen are transferred from one point to another for convenience of the service, their families and household effects will be transported free.

Section B. Trainmen who are on working lists, either regularly assigned or extra, will be granted two free billings of their household effects per year, when changing from one point to another on their respective divisions. The privilege will extend not only over the Superintendent's division upon which the trainman is employed, but over that portion of his seniority district that may be a portion of an adjoining Superintendent's division.

Article 56

Payments to Employees Injured under Certain Circumstances

Where employees sustain personal injuries or death under the conditions set forth in Section A, this Article, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth is Section B, this Article, subject to the provisions of other sections in this Article.

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

1. Deadheading under orders or

2. Being transported at carrier expense.

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

1. Accidental Death or Dismemberment:

(a). The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in Section A:

Loss of Life	$100,000
Loss of Both Hands	$100,000
Loss of Both Feet	$100,000
Loss of Sight of Both Eyes	$100,000
Loss of One Hand and One Foot	$100,000
Loss of One Hand and Sight of One Eye	$100,000
Loss of One Foot and Sight of One Eye	$100,000
Loss of One Hand or One Foot or Sight of One Eye	$50,000

(b). "Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrevocable loss of sight.

(c). No more than $100,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

2. Medical and Hospital Care. The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under Section A of injuries incurred as a result of such accident, subject to limitation of $3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

3. Time Loss. The carrier will provide an employee who is injured as a result of an accident covered under Section A hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of $100.00 per week for time lost during a period of 156 continuous weeks following such accident, provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

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

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

Section D. Exclusions. Benefits provided under Section B shall not be payable for or under any of the following conditions:

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

2. Declared or undeclared war or any act thereof;

3. Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

4. Accident occurring while the employee driver is under the influence of alcohol or drugs, or any employee passenger who is under the influence of alcohol or drugs who in any way contributes to the cause of the accident;

5. While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;

6. While an employee is commuting to and/or from his residence or place of business.

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

Section F. Subrogation.

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

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

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

"In consideration of the payment of any of the benefits provided in Article XI of the Agreement of July 17, 1968

(employee or personal representative)

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

Article 57

Discipline - Investigations

Section A. If a trainman believes he has been treated unjustly, he has the right to present his case in writing, or through his Local Chairman, to the Superintendent with such evidence as he has to offer. The Superintendent will investigate the matter and render his decision in writing without unnecessary delay. If such decision is unsatisfactory to the trainman, on written notice to the Superintendent it may be appealed to the delegated general officer. The General Chairman, UTU, will be furnished a copy of the decision rendered on appeal.

Section B. A trainman will not be disciplined or discharged without a fair and impartial investigation before a proper officer of the Company. At such investigation he is entitled to be represented by his Local Chairman or by an employee of his choosing in the same grade of service on the trainman's seniority district. If the trainman under charges is the Local Chairman of his Organization, if he elects, he may be represented by any member of his General Committee of Adjustment except the General Chairman, if such member is present on the date and at the time the investigation is scheduled to convene. Nothing herein restricts suspension in proper cases pending investigation, which will be prompt, ordinarily within five days.

Section C. If a formal investigation is to be held the employee will be given written notice (which may be a telegram) of the specific charge, time and place, sufficiently in advance to give him the opportunity to arrange for representation and for the attendance of any desired witnesses. The Company will require the presence of all employees whose testimony may be necessary to develop all of the essential facts. In fixing time at which investigation will be held due consideration will be given the employees' need for rest.

Section D. Interrogations will be made by the presiding officer of the Company who is conducting the investigation. After he has completed the direct examination, other Company officers present may interrogate the witness. The accused and/or his representative will be confronted with all of the evidence, may hear the testimony of all witnesses and will be entitled to question any or all who testify. Each witness, after testifying, may remain present until the investigation is concluded. All questions and answers that are part of the investigation will be included in the transcript. If the trainman or his representative makes verbal protest about any question that he considers unfair or ambiguous, such protest will be included in the record.

Section E. Any disciplinary action taken by the Company will be based upon the evidence adduced at the investigation and the trainman or his representative will be notified of decision without undue delay but not exceeding 30 days.

Section F. If discharge (or suspension) is found to have been unjust, the trainman will be returned to service and paid for wage loss.

Section G. If one or more employees involved are not available because of sickness or injury, the investigation will be conducted with those who are available and decision rendered as provided for in this Article. When the physical condition of those sick or injured permits, investigation will be reconvened. Those previously attending will be notified and they will attend and participate if they, or either party to the investigation, desire their presence.

Section H. 1. A trainman who is required by the Company to leave the limits of the terminal or layover point to attend an investigation, either under charges or as a witness, will be allowed his actual necessary expenses incurred away from the terminal or layover point, which must be submitted on the prescribed form and certified by the proper officer. If he has not lost time, a trainman will be paid one day's pay at the rate of the last service performed for each calendar date he attended

investigation and for each calendar date that he commenced travel going to or returning from the investigation in addition to compensation for other service performed on that date. However, payment for only one day will be made for any one date on which both attendance at investigation and commencement of travel occur. If he has lost time a trainman filling a regular assignment or established run, or a trainman working from an extra board (either freight or passenger) will be paid what he would have earned, including overtime (including work in another grade of service) had he not been required to attend the investigation.

2. A trainman who is required by the Company to attend an investigation (a) under charges (b) as a witness, or (c) to give a statement at his terminal or layover point and does not lose time will he paid on a minute basis at 1/8th of the daily rate of the last service performed, for the actual time engaged. The time will be computed from the time required to report until time released, with a minimum of three hours. If he has lost time the trainman will be paid what he would have earned, including overtime, if he had not been required to attend investigation or give a statement.

3. If a trainman working from an extra board (either freight or passenger) is held at his home terminal for investigation under charge or as a witness, he will remain on the extra board until he reaches first out position. If he is not released from the investigation in time to accept call for the service for which he otherwise would have stood, his turn will be removed from the extra board and, upon being released from the investigation and returned to service, he will be placed on the extra board, last out on a rotary board; on a seniority board he will take his turn from the board in seniority order. However, if he would have stood for a vacancy as trainman on an assignment with home terminal at an outside point (if he had not attended the investigation), upon being released from investigation, he will be sent to the outside point to fill that vacancy if it still exists and is being filled by an extra trainman.

4. If a trainman is required by the Company to attend an investigation under charges, or as a witness, if he is returned to the extra board he will be allowed the earnings he would have made had he operated in turn from the extra board, computed up to the time he begins work from the extra board subsequent to being returned to that board after conclusion of the investigation. However, if he lays off or otherwise makes himself unavailable for service, then the computation of earnings will cease at the time he lays off or otherwise makes himself unavailable for service.

5. If he is deadheaded to the outside point after being required by the Company to attend investigation, he will be allowed the earnings he would have made had he operated in turn from the extra board, computed up to the time he begins work on the outside assignment either at the home terminal or the away-from-home terminal of the outside assignment if he does not make himself unavailable for service on the outside assignment. If he makes himself unavailable for service on that assignment the computation of earnings will cease at the time he makes himself unavailable for service. If he is unavailable to go to the outside assignment, the computation of his earnings will cease at the time he stood to depart deadheading to the outside point.

6. If a trainman working from the extra board (either freight or passenger) is required by the Company to leave the limits of the terminal where he holds position on the extra board to attend investigation under charge or as witness, upon being returned to the extra board, he will be placed last out on a rotary board, or in accordance with his seniority on a seniority board.

7. The allowances set forth in paragraphs 1, 2, 4 and 5 of this section will not be made to a trainman who is required upon instructions of the Company to attend an investigation under charges and is found at fault resulting in his discharge.

8. A trainman ordered by an officer of the Company to attend instruction car, class of instruction, safety meeting, hospital examination car or for periodic physical examination will be compensated as provided in this section.

Section I. 1. If a trainman makes written or typewritten statements at the request of the Superintendent or his representative, and such statements do not include questions asked by the Superintendent or his representative and answers by the trainman, it is not an investigation subject to this Article; but if such statements do include questions and answers as herein described, it is an investigation subject to the provisions of this Article.

2. Clerks cannot conduct investigations; however, clerks may interview trainmen and take their statements in connection with irregularities which may or may not later require an investigation. Interviews and statements taken by employees of the Company Police Department will be confined to matters coming within the authority of that Department.

Section J. 1. Trainmen will not be required to sign waiver of investigation.

2. If in the judgment of the Superintendent the occurrence with which a trainman is charged with responsibility does not warrant assessment of more than 60 demerits, the trainman may waive in writing his right to an investigation and accept for his responsibility a specified number of demerits, not more than 60, which will then be levied against his discipline record. However, a trainman cannot waive his right to a formal investigation if the waiver would result in an over-accumulation of 90 demerits on his discipline record, which might result in his dismissal.

3. If the waiver method is used the trainman need not be further advised that discipline has been assessed. Signed waiver will be placed on discipline record of the trainman concerned and a copy will be retained by him.

4. A trainman who elects not to waive his right to an investigation, if found at fault as a result of the evidence adduced at the investigation, will not be assessed a greater measure of discipline than he would have been assessed had he waived investigation.

5. If a trainman elects to exercise his right to an investigation in lieu of accepting a waiver thereof, the allowances set forth in paragraph 1, 2, 4 or 5, Section H, of this Article, will not be made if he is found at fault.

6. A trainman working from the extra board (either freight or passenger) who stood for a vacancy on an assignment with home terminal at an outside point as referred to in paragraph 3, Section H, this Article, who is found at fault as a result of investigation requested by him and who is deadheaded to the

outside point for the vacancy will be allowed deadhead compensation from the extra board to the outside point.

7. Letters of admonishment to conductors which do not assess discipline in the form of demerits or dismissal do not preclude payment of time lost or other compensation provided for in this Article.

Section K. The Local Chairman will be furnished a copy of the transcript of testimony taken in any investigation upon his request. The Local Chairman will be furnished also a copy of any additional statements or evidence which may be used against the accused in assessing discipline.

Section L. Officers making efficiency tests will change indicators, uncover headlights or turn markers instead of asking trainmen to do so.

Section M. The provisions of this Article do not prohibit a conductor from requesting removal of a regular assigned trainman from his crew if he can show good cause in writing and such is approved by the Superintendent; however, such trainman may request formal investigation under this Article.

Article 58

Representation and Limitations in Presenting Grievances

Section A. The General Committee of the United Transportation Union will represent all trainmen in making contracts, rates, rules, working agreement, and interpretations thereof.

Section B. Any employee has the right to representation by the United Transportation Union in the handling of his grievances or complaints under the recognized interpretation of the agreement involved.

Section C. 1. Any claim of trainman which is not submitted in writing within 90 days of the date of the occurrence on which claim is based will be deemed to have been abandoned. A claim properly presented in accordance herewith which is not denied by the Superintendent or his representative within 90 days from date claim is received will be allowed, but this will not be considered a precedent or waiver of the contentions of the carrier with respect to other similar claims or grievances.

2. If time claims submitted within 90 days of the date of occurrence are denied, the trainman affected or his authorized representative will have 90 days from the date of notice denying the claim to present to the Superintendent a written grievance covering the claim. If grievance is not filed within such 90-day limit, the claim will be deemed to have been abandoned. If a written grievance covering claim is properly presented to the Superintendent in accordance herewith but is not denied by the Superintendent within 90 days from date grievance is received, the claim will be allowed, but this will not be considered as precedent or waiver of the contentions of the carrier with respect to other similar claims or grievances.

3. If grievance is submitted within the 90-day limit as provided in paragraph 2 but the claim is denied again, the trainman or his representative may advise the Superintendent in writing (within 90 days from the date of the Superintendent's latest decision) of his intention to appeal to a higher officer. If such notice of appeal in writing is not given the Superintendent within the required 90-day limit, the claim will be deemed to have been abandoned. General Chairman of the United Transportation Union will be furnished copy of decision rendered on appeal.

4. The time limitations embodied in paragraphs 2 and 3 also apply to disciplinary cases.

5. Time claims and disciplinary cases which have been denied by the Superintendent must be submitted by the trainman or his representative to the highest general officer of the carrier designated to handle such claims and cases and discussed in conference with said officer within one (1) year from the date of one of the following conditions, whichever is the latest:

(a). Superintendent's last letter denying the claim or case;

(b). Local Chairman's letter notifying Superintendent of his intention to appeal the claim or case;

(c). Superintendent's letter submitting proposed joint statement of facts;

subject to extension by mutual agreement. A claim or case which has not been handled as prescribed herein will be deemed to have been abandoned.

6. The provisions of Section 4. (c), Item 2, of the Agreement made at Chicago, Illinois, December 12, 1947, reading:

> "Decision by the highest officer designated by the Carrier to handle claims shall be final and binding unless within one year from the date of said officer's decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employee or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may by agreement in any particular case extend the one year period herein referred to."

are interpreted to mean that the decision by the highest officer designated by the carrier to handle time claims will be final and binding unless within one year from the date of said officer's decision (rendered after discussion of the case in conference as provided in paragraph 5) proceedings for final disposition of the claim are instituted by the trainman or his duly authorized representative and such officer is so notified, subject to extension by mutual agreement.

7. Unless an overpayment to a trainman for services rendered as a trainman is deducted by the Company within 90 days after the date of the pay roll containing such overpayment, no deduction because of such overpayment will be made thereafter, except if such overpayment resulted from clerical or accounting errors.

Section D. Trainmen who are dismissed may be reemployed at any time; but they will not be reinstated unless their case is pending in accordance with provisions of Section C, this Article.

Section E. 1. In presenting claims to the Superintendent, the Local Chairman will submit a statement of facts in the case and refer to the schedule rule, board decision, or settlement on which the organization bases its claim. If the Superintendent denies the claim, he will furnish the Local Chairman a statement of facts and the reason he denied the claim. If the Local Chairman desires a conference with the Superintendent, it will be granted without unnecessary delay. If claim is not disposed of in conference, the Superintendent or his representative and the Local Chairman will prepare a joint statement of facts for

the information of the highest officer of the Company designated to handle such matters and for the General Committee of the United Transportation Union.

2. If the facts as submitted by Local Chairman differ from the facts developed by the Superintendent, the latter or his representative will so advise the Local Chairman promptly, by letter or other means. He will request the Local Chairman to confer with him or his representative at a time mutually convenient for the purpose of harmonizing the facts, if possible.

3. If Superintendent and the Local Chairman fail to agree on a joint statement of facts, they will prepare separate statements setting forth their respective contentions.

4. Statement of facts, jointly subscribed to by Superintendent and Local Chairman, will not include argumentative material.

Section F. Trainmen will be notified and given the reason if their time is not allowed.

Section G. Vouchers will be issued for all established shortages of $15.00 or more. Shortages of less than $15.00 will be carried on next pay roll. However, if the fault of such shortage lies with the trainmen, the time will be carried on next pay roll, regardless of the amount.

Section H. The names of trainmen having monies due them because of arbitration, awards, or settlements of back pay claims, but excluding pay changes resulting from agreement revision, as determined by a review of records, will be furnished General Chairman, United Transportation Union, together with the amounts due each man as result of such arbitration, awards, or settlements of back pay claims.

Section I. Trainmen from whose wages deductions have been made other than for hospital dues and group insurance will be furnished a deduction notice at or before time of delivery of their pay check. This notice will show all deductions and the amount of each, except regular hospital dues and group insurance. If deduction is in favor of Southern Pacific Hospital for other than regular hospital dues, such deduction will be shown; also first deduction for group insurance will be shown. If the amount deducted for group insurance is changed, the trainman involved will be advised of the change and of the amount deducted.

Section J. A copy of the IBM semi-monthly statement of time will be forwarded by the Pay Roll Bureau to each trainman within five days from the date of the established payday to the point where the individual's pay check is usually delivered, but the Company will not be penalized for non-delivery of these statements.

Article 59

Physical Restrictions

Section A. 1. If a trainman is restricted by the Chief Medical Officer to any particular class or grade of service but he has sufficient seniority to hold an assignment or position in the class or grade of service to which he is restricted, including the passenger conductor's or brakemen's extra board, no concurrence or approval is necessary for him to acquire an assignment or position in such class or grade of service.

2. If such trainman does not have sufficient seniority to acquire an assignment or position in the class or grade of service to which he is restricted, he may acquire an assignment or position on the conductor's freight extra board, or may place himself on the brakemen's freight extra board, if his seniority entitles him to a position thereon. When he reaches first-out position, he will retain that status until he is called for the service to which he is restricted. In computing the guarantee that may be due him if he is on the conductor's freight extra board, credit will be taken for the earnings of the service he would have performed had he not been so restricted. If he is on the brakemen's freight extra board, credit will be taken for days lost because of the restriction.

3. A restricted trainman working from an extra board as set forth in paragraph 2 above will be removed therefrom if he fails to exercise his seniority to acquire an assignment or position in the class or grade of service to which he is restricted.

Section B. 1. A trainman who has been removed from his position or restricted from performing service to which he is entitled by seniority because of his physical condition but who desires that the question of his ability to meet prescribed standards of physical fitness be determined before he is permanently removed or restricted can invoke the following provisions:

2. A special panel of doctors consisting of one doctor selected by the Company and one doctor selected by the trainman or his representative will be convened. The two doctors will confer. If they cannot agree on the physical condition of the trainman, they will select a third doctor specializing in the disease, condition, or physical ailment from which the trainman is alleged to be suffering.

3. Such panel of doctors will fix a time and place for the trainman to meet with them for examination. The decision of the majority of said panel of doctors on the trainman's physical fitness to remain in service or to have restrictions modified will be controlling on both the Company and the trainman. This does not, however, preclude a reexamination at any subsequent time if the trainman's physical condition changes.

4. The doctors selected by the Company and the trainman or his representative will be specialists in the disease or ailment from which the trainman is alleged to be suffering.

5. The Company and the trainman will be separately responsible for any expense incurred by the doctor of their choice. The Company and the trainman will each be responsible for one-half of the fee and expense of the third member of the panel.

Article 61

Hours of Service

Section A. Under the laws limiting the hours of duty, trainmen will not be tied up unless it is apparent that the trip cannot be completed within the lawful time, and not then until after the expiration of ten hours on duty under the Federal Law, or within two hours of the time limit provided by State Laws if State Laws govern.

Section B. If trainmen are tied up in a less number of hours than provided in the preceding paragraph, they will not be regarded as having been tied up under the law, and their service will be paid for under applicable agreement provisions.

Section C. If trainmen are tied up between terminals under the law, they will go on duty and under pay immediately upon

the expiration of the minimum legal period off duty applicable to the crew. However, the longest period of rest required by any member of the crew, either eight or ten hours, to be the period of rest for the entire crew.

Section D. A continuous trip will cover movement, straightaway or turnaround, from initial point to the destination of the train when the crew is ordered to tie up. If the destination is changed after the crew is released for rest, a new trip will commence when the crew resumes duty.

Section E. Trainmen tied up under the law will be paid the time or mileage of their schedules, from initial point to tie-up point. When trainmen resume duty on a continuous trip, they will be paid miles or hours, whichever is the greater, from the tie-up point to the next tie-up point, or to the terminal. This Article does not permit crews to be run through terminals unless such practice is permitted under other agreement provisions.

Section F. Road crews tied up for rest under the law and then towed or deadheaded into terminal, with or without engine or caboose, will be paid therefor under Section E the same as if they had run the train to such terminal.

Section G. 1. If a trainman is tied up between terminals under the provisions of Section A for the minimum legal period (8 hours or 10 hours as the case may be) applicable to any member of the crew as provided in Section C, the trainman will be compensated in accordance with provisions of Sections C, D, E, and F.

2. If a trainman is relieved between terminals for any period less than 8 hours under the Hours of Service Law, he will be compensated as follows:

(a). If towed or deadheaded into final terminal with or without caboose on the same train which he was handling at the time that he was relieved, he will be paid on a continuous time and mileage basis from the time that he was required to report at initial terminal to the time of his actual arrival at final terminal;

(b). If deadheaded to the final terminal with or without caboose, other than on the train he was handling at the time he was relieved, his time will be computed separately; (first) he will be paid on a time and mileage basis from the time that he was required to report at initial terminal until the time he commences to deadhead from the intermediate point at which he was relieved, and (second) he will be paid miles or hours, whichever is the greater, from the time he commences to deadhead from the intermediate point to the time of his release after arrival at the final terminal.

Section H. In relieving crews who tie up between terminals under the Federal Hours of Service Law:

1. Passenger crews will relieve passenger crews.

2. Pool freight crews will relieve pool freight crews.

3. Made up freight crews will relieve crews on local freights, work train, log trains, and fire trains.

4. Made up crews will relieve mixed train crews. If the mixed train crew to be relieved is required to wear passenger uniform the relieving crew will be made up as an extra passenger crew using trainmen from their respective passenger extra boards, if available; otherwise the crew will be made up in accordance with agreement provisions. If the crew to be relieved is not required to wear uniform, a made up freight crew will make the relief. If the train being handled by the crew to be relieved is assigned on the basis of one passenger brakeman and one freight brakeman, the relieving crew will be made up accordingly.

Article 62

Detouring

Section A. If trainmen detour over other than the normal route, including over a foreign line because of wrecks, washouts, or other track obstruction or conditions, they will be allowed the mileage and rates called for by their regular assignments, except if the mileage covered and rates applying to the route over which detoured will produce a greater money value, such allowance will be made.

Section B. 1. In making detour movements as herein provided over a foreign line, trainmen may be used in off-district service on Southern Pacific tracks in order to reach the foreign line route over which detour movement is to be made, except, that off district trainmen cannot make a reverse movement over an entire freight district on trains classifying as freight service, or over an entire passenger district on trains classifying as passenger service in order to reach foreign line route.

2. In making detour movements as herein provided over an alternate route of the Company lines, trainmen may be used in off-district service if the point of diversion for the detour movement is at the initial terminal of the crew handling the train, or at an intermediate point between the initial and final terminal in the direction of the normal movement.

Section C. If detour movements are made, either over an alternate route of the Company lines or over a foreign line, trainmen handling trains classifying as freight service will be used only to the first district freight terminal located on the Company lines, and trainmen handling trains classifying as passenger service will be used only to the first district passenger terminal located on Company lines.

Section D. 1. If trainmen are tied up at a terminal of a foreign line over which detoured, such tie-up will be the same as if tie-up had occurred at terminal of their assigned district. Trainmen so tied up, after the expiration of 16 hours from time tied up, will be paid one day for the next succeeding eight hours or until the end of the 24 hour period, and similarly for each 24 hour period thereafter. If trainmen are called for duty after pay begins, their time will be computed continuously from the completion of the last off-duty period.

2. Foreign line terminals, referred to in the preceding paragraph, mean freight terminals for freight detour movements and passenger terminals for passenger detour movements.

Article 63

Motion Picture Trains

Section A. Conductors handling motion picture trains consisting of exclusive freight equipment or a combination of freight and passenger equipment will be paid work train rates and under rules governing work train service. Conductors handling such trains consisting exclusively of passenger equipment will be paid passenger rates and under rules governing passenger service.

Section B. Motion picture trains consisting of exclusive passenger equipment will be manned by passenger brakemen, who will be compensated at passenger rate of pay and under rules governing passenger service.

Section C. Motion picture trains consisting of exclusive freight equipment will be manned by freight brakemen, who will be compensated at work train rate of pay and under rules governing work train service.

Section D. Motion picture trains consisting of a combination of passenger and freight equipment will be manned by one passenger brakeman and one freight brakeman (except if additional brakemen are required under special agreement provisions in certain territories), who will be compensated at work train rate of pay and under rules governing work train service.

(See TRN 1-1078 in Appendix "B".)

Article 64

Meals En Route or at Terminals

Section A. The provisions of this section apply to trainmen operating in interdivisional service established under provisions of Article 35, Section G:

"1. In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. On runs of more than 100 miles, the Carrier will determine the conditions under which such crews may stop to eat. If crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews will be paid an allowance of $1.50 for the trip.

"2. Crews who are required to set out, pick up, or perform switching service at three or more stations en route will be allowed sufficient time to eat when permission is requested."

Section B. 1. Other trainmen will be given a reasonable time to eat during their tour of duty if the time on duty makes it necessary, without deduction from compensation for time consumed eating.

2. Trainmen who have been or will have been on duty six hours or more without opportunity to eat at the time they have yarded their train on the receiving track at the final terminal and who have been delayed one hour or more, computed from the time of arrival at the point from which final terminal delay commences to accrue for the trip, will be allowed not more than 30 minutes in which to eat. If they are denied permission to eat, as provided herein, they will be allowed 30 minutes compensation separate and apart from the tour of duty.

Section C. 1. Trainmen in freight and mixed train service who are required to perform six hours or more switching at initial terminal for which they receive initial terminal switching will be allowed 30 minutes to eat at the initial terminal, computed as a part of the initial terminal switching time.

2. Trainmen in freight and mixed train service who are required to perform one hour or more switching at the final terminal for which they receive final terminal switching will be allowed not to exceed 30 minutes in which to eat, computed as part of the final terminal switching time, provided that they have been or will be on duty six hours or more without an opportunity to eat.

Article 65

Approval of Application

The application of brakemen entering the service will be approved or rejected within 90 days. If the applicant is not notified to the contrary within the time stated, it is understood that the application is approved. This Article does not prevent such applicant's removal from service if subsequent to the expiration of 90 days it is found that he gave false information on his application if the Company takes such action within three years from the date of application.

Article 67

Rulings

Section A. Rulings not superseded by articles of this agreement remain in force and effect.

Section B. If it becomes necessary for a Superintendent, in the adjustment of any claim or complaint submitted to him by a trainman or a Local Committee of the United Transportation Union, involving this agreement, to refer the question to the Labor Relations Department or the authorized representative for ruling or interpretation, copies of all such rulings or interpretations will be furnished the General Chairman, United Transportation Union.

Article 68

Train Orders - Radios

Section A. Except in Centralized Traffic Control territory, conductors required by instructions of the dispatcher to take train orders or messages over the telephone will be allowed one (1) hour at the straight time basic rate of pay applicable to the class of service in which engaged for each tour of duty on which such service is performed.

Section B. 1. Brakemen will not be required to call dispatchers on telephone or take train orders or messages over the telephone, except in cases of casualty, accidents, engine failure, wreck, obstruction on track through collision, failure of block signals, washouts, slides, or unusual delay due to hot box, break-in-two, or other unforeseen cause that could not have been anticipated by dispatcher when train was at previous telegraph office, which might result in serious delay to traffic.

2. For application of this section in CTC territory, see Decision 1672 of Special Adjustment Board No. 18.

Section C. The use of communication systems, including the use and carrying of portable radios, pursuant to operating rules of the carrier, is a part of the duties of trainmen.

Section D. The size and weight of portable radios used by trainmen in road service will not exceed that in use January 27, 1972, and portable radios hereafter purchased for use in this class of service will be the minimum size and weight necessary to insure safe and adequate communication. This will not require purchase of radios weighing less than three pounds.

Section E. Employees will not be held responsible for accidents caused by failure of radio equipment to function properly.

Section F. At locations where radio is used, sufficient frequency channels will be utilized to provide safe communication.

(See Article VIII, Mediation Agreement A-8830 of January 27, 1972.)

Article 69

Establishing or Discontinuing Terminals

Before additional terminals are established and before any of the present terminals are discontinued, conference will be arranged between Labor Relations Department, or carrier's authorized representative, and General Chairman, United Transportation Union, for the purpose of effecting agreement. Failing to reach such agreement, additional terminals will not be established nor present terminals discontinued for a period of 30 days from date of last disagreement. Date of disagreement will be established by so stating in writing, signed by a Labor Relations Officer, or carrier's authorized representative, and General Chairman, United Transportation Union. Terminals referred to do not include points between established terminals where assigned crews tie up.

(For Interdivisional Runs see Article 35, and Article XII of Mediation Agreement A-8830, signed January 27, 1972.)

Article 70

Changes in Agreement

Section A. 1. This agreement will become effective September 15, 1976 and will supersede all previous agreements; except that it will not cancel or amend Memorandum, Interpretation, or Letter Agreements in effect on the effective date hereof, provided such Memorandum, Interpretation, or Letter Agreements have been approved by the Labor Relations Department or the properly designated carrier representative and the General Committee of Adjustment, United Transportation Union.

2. The latest interpretation of rules in the preceding agreement which do not conflict with the same rule in this agreement remain in effect.

3. This agreement is subject to any municipal, State, or Federal legislation and will continue in effect until either party desiring to change any of its provisions will have given to the other party 30 days' notice, in writing, of the change or changes desired.

Section B. 1. If rules or portions thereof of the Schedule Agreements covering wages and working conditions of conductors effective July 16, 1955, and brakemen and train baggagemen effective October 5, 1959, have been placed under a different heading in this agreement, or if rules or portions thereof are changed for purposes of clarity only, such change will not be construed a change in the interpretation thereof.

2. Additional agreements and understandings not set forth in this agreement which are in effect on September 15, 1976, will remain in effect until changed or canceled as provided herein.

3. The parties recognize the applicability of the following National Agreements, the pertinent parts of which are reproduced in the Appendix or incorporated in the preceding rules:

1. Agreement April 29, 1949
2. Agreement May 25, 1951
3. Agreement May 23, 1952
4. Agreement December 16, 1953
5. Agreement February 5, 1954
6. Agreement May 26, 1955
7. Agreement April 5, 1957
8. Agreement June 12, 1957
9. Agreement November 30, 1960
10. Agreement January 18, 1961
11. Agreement June 25, 1964
12. Agreement November 20, 1964
13. Agreement November 7, 1966
14. Agreement August 25, 1967
15. Agreement July 17, 1968
16. Agreement March 19, 1969
17. Agreement January 27, 1972
18. Agreement April 27, 1973
19. Agreement January 29, 1975

Signed at San Francisco, California, this 15th day of September, 1976.

FOR THE COMPANY:
/s/ L. W. Sloan
Assistant Vice President -
Labor Relations

FOR THE EMPLOYEES:
/s/ George P. Lechner
Vice President -
United Transportation Union

/s/ J. L. Thornton
General Chairman -
United Transportation Union
(Conductors-Trainmen)

The following agreements appear in Appendix A:

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Synthesis of Operating Vacation Agreement and Memoranda of Interpretation	A2
Resume of Vacation Implementation Agreement, GEN 188-51-A	A17
Union Shop Agreement, TRN 1-691	A23
Union Dues Deduction Agreement, TRN 1-685	A32
Resume, Preparing and Handling Transfer of Dues Deduction Forms, GEN 154-18	A35
Article XIII, Mediation Agreement A-8830, signed January 27, 1972	A37
Washington Agreement, Sections 9, 10 and 11, Attachment "A"	A46

SYNTHESIS
OF
OPERATING VACATION AGREEMENTS

The following represents a synthesis in one document for. the convenience of the parties, of the National Vacation Agreement of April 29, 1949, between certain carriers represented by the National Carriers' Conference Committee and their employees represented by the Brotherhood of locomotive Engineers and the United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to January 27, 1972:*

*Agreement of 5/13/71 with the BLE
*Agreement of 1/27/72 with the UTU

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

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

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950 (All references to September 25,1950 Agreement should read September 21,1950), May 25, 1951 or May 23,1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section l (a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

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

(b) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual

schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section l(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of I 10 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 I (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, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having ten or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said ten or more years of continuous service renders service of not less than sixteen hundred (1600) basic days in miles or hours paid for as provided in individual schedules.

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

Beginning with the year 1960 on all other carriers, in the application of this Section I (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, 1973, each employee, 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 employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty 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 September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section l(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section l(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.)

(e) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

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

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

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

(f) - In dining car service, for service performed on and after July 1, 1949- each 71/2 hours paid for shall be considered the equivalent of one basic day in the application of Section l(a), (b), (c), (d) and (e).

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

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

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

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section l(b), sixteen hundred (1600) basic days under Section l(c), thirty-two hundred (3200) basic days under Section l(d), and four thousand (4000) basic days under Section 1 (e).

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

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

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

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

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

General

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

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

Yard Service

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

Combination of Yard and Road Service

(2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section I (i)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such

employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.
NOTE: Section 21, b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

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

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

All -

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

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

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

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

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

succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

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

Section 10 - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January I 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 employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers and the United Transportation Union.

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

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

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

Memorandum - Chicago, Illinois,
April 29, 1949

Referring to agreement, signed this date, between employees 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 employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.

3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.

4.An employee in yard service working 12 hours will be credited with 1-1/2 basic days.

5.An employee in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.

6.An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.

7. An employee in freight service, paid no overtime or other allowances, working as follows:

lst trip,	150 miles
2nd trip,	140 miles
3rd trip,	120 miles
4th trip,	150 miles
5th trip,	140 miles
Total	1700 miles

will be credited with seven basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.

9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.

10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1-1/'8 basic days.

13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.

14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.

15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

Interpretation of Continuous Service Provisions of Section I Of Vacation Agreement

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

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

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

RESUME OF VACATION IMPLEMENTATION AGREEMENT *GEN 188-51-A*

This agreement is entered into pursuant to the provisions of Section 14 of the Vacation Agreement signed at Chicago, April 29, 1949.

The exigencies of the service create practical difficulties which may make it impossible to grant vacations to each and all of the trainmen during the year, but insofar as conditions permit without detriment to the service, vacations for those qualified will be granted or payments will be made in lieu thereof to trainmen who have qualified therefor in the following manner:

1. Vacation periods of 52 separate and consecutive units of seven days each will be established in each calendar year. Each such separate unit will commence on Monday of each week; except,

(a) In any calendar year in which January lst falls on a day *other* than Monday, the first seven (7) day unit will commence on January 1st in lieu of the first Monday.

(b) In any calendar year in which the commencement of the last five week period, the last four week period, the last three week period, the last two week period, or the last one week period for December falls on dates other than November 27, December 4, 11, 18, and 25, respectively, such vacation periods will commence on November 27, December 4, 11, 18 and 25 in lieu of the corresponding Mondays.

2. Each Superintendent will determine the total number of trainmen at the separate sources of supply under his jurisdiction that will be granted vacations in each of the 52 separate units and trainmen who qualify for vacations, to the extent of the total number determined by the Superintendent, will be assigned vacation periods as follows:

(a) Trainmen who qualify for a vacation of five weeks will be assigned their choice of vacation period of any five consecutive units set forth in paragraph 1, in accordance with their seniority.

(b) Trainmen who qualify for a vacation of four weeks will be assigned their choice of a vacation period of any four consecutive units set forth in paragraph 1, in accordance with their seniority.

(c) Trainmen who qualify for a vacation of three weeks will be assigned their choice of a vacation period of any three consecutive units set forth in paragraph 1 in accordance with their seniority.

(d) Trainmen who qualify for a vacation of two weeks will be assigned their choice of a vacation period of any two consecutive units set forth in paragraph 1, in accordance with their seniority.

(e) Trainmen who qualify for a vacation of one week will be assigned their choice of a vacation period of any one unit set forth in paragraph 1, in accordance with their seniority.

3. The Company will post notices not later than November 15, each year, setting forth the units in which vacations will be granted. Trainmen entitled to vacation may apply, in duplicate, for their preference choices of vacation periods by units, either by mail or in person with the designated Company Officer or other representative on or before December 1. A trainman may retain a triplicate

copy of the application as evidence. Duplicate copy of the trainmen's application for vacation will be returned to him, endorsed with the vacation period which has been assigned to him.

4. Trainmen in service who have qualified for a vacation but who fail to make written application for a vacation, or who fail to specify their preference of a vacation period on their written application will be assigned a vacation at the discretion of the Company without respect to seniority standing and will be notified promptly of the vacation assigned to them, except trainmen on leave of absence or on sick leave during the entire period November 15 to December 1, inclusive, must apply for a vacation within 10 days from date of reporting for duty and, in accordance with their seniority, will be added to the vacation period of their seniority choice.

5. Only one vacation period will be assigned to a trainman during any year. The vacation period assigned will apply if during that period the employee is in service under working agreements with the United Transportation Union or the Brotherhood of Locomotive Engineers.

6. If operating conditions permit granting a trainman actual vacation during the period assigned to him, a vacation allowance therefor will be computed and paid to him in accordance with the provisions of the Vacation Agreement.

7. If operating conditions do not permit granting a trainman an actual vacation during the vacation period assigned to him, the vacation allowance to the trainman will be computed and paid to him in accordance with the provisions of the Vacation Agreement as though an actual vacation had been granted.

8. A trainman who is laying off during the vacation period to which he is assigned will be compensated in accordance with the provisions of the Vacation Agreement as though he was not laying off of his own volition during said vacation period.

9. Trainmen will submit a time return (Form 2370) claiming vacation pay during the period to which assigned immediately prior to the time vacation is assigned to commence, dated on the date vacation is assigned to commence, except if the vacation extends into following payroll periods, trainmen will submit separate time returns (Form 2370) for each period, showing thereon vacation dates applicable to each separate payroll period.

10. Trainman will not have claim for compensation because another trainman either was or was not granted an actual vacation during the period assigned to him.

11. The provisions of Paragraphs 6, 7, 8, 9 and 10 of this Memorandum of Agreement will not apply unless, at the beginning of the vacation period assigned to him, the employee is actually occupying a position within the scope of the agreements with the United Transportation Union or the Brotherhood of Locomotive Engineers.

12. (a) Trainmen's vacations will not be accumulated nor carried over from one vacation year to another. However, to avoid loss of time at the beginning and/ or end of his vacation period, the number of vacation days may be reduced for a trainman holding a position on a run having an

assigned operation if he makes written request prior to the commencement of his vacation period. This will also apply to a trainman who acquires a run having an assigned operation during his vacation period provided he makes written request concurrent therewith.

(b) A trainman holding a position on a run having an irregular operation, such as pool freight service, may reduce the number of vacation days at the commencement of his vacation period to avoid loss of time prior to the commencement thereof, but such arrangement cannot be made at the end of his vacation period. However, such trainman may report for service sufficiently in advance of the close of his vacation period to be available to accept a call to go on duty 12:01 A.M., or later, on the date following the close of the vacation period.

(c) A trainman holding a position on an extra board may reduce the number of vacation days at the commencement of his vacation period to avoid loss of time prior to the commencement thereof, but at the close of the vacation period he cannot mark to the extra board until 12:01 A.M. or later, on the date following the close of the vacation period.

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

13. Trainmen cannot exchange vacation period, nor will vacation periods which have been properly assigned be changed, except if the trainman is furloughed, or as provided in paragraph 12(a) and paragraph 14 hereof.

14. (a) After a trainman has been scheduled for a vacation period of five weeks, if his vacation is granted, he may take one week, two consecutive weeks, three consecutive weeks or four consecutive weeks of such vacation period in advance of the regularly scheduled vacation period, subject to the conditions set forth in paragraph (e) hereof.

(b) After a trainman has been scheduled for a vacation period of four weeks, if his vacation is granted, he may take one week, two consecutive weeks or three consecutive weeks of such vacation period in advance of the regularly scheduled vacation period, subject to the conditions set forth in paragraph (e) hereof.

(c) After a trainman has been scheduled for a vacation period of three weeks, if his vacation is granted, he may take one week or two consecutive weeks of such vacation period in advance of the regularly scheduled vacation period, subject to the conditions set forth in paragraph (e) hereof.

(d) After a trainman has been scheduled for a vacation period of two weeks, if his vacation is granted, he may take one week of such vacation period in advance of the regularly scheduled vacation period, subject to the conditions set forth in paragraph (e) hereof.

(e) A trainman who desires to take a portion of his vacation in advance of the regularly scheduled vacation period (as outlined in paragraphs (a), (b), (c) or (d) hereof) will file written request with Superintendent or his designated representative not more than 14 days in advance of the

requested change and, if in the judgment of the Superintendent or his designated representative operating conditions permit, such request will be granted, subject to the following conditions:

(1) Seniority preference at 1:00 P.M., seven (7) days in advance of the requested change, and

(2) The trainman is holding a position on and has an actual service status at the source of supply which protects the service in which he is operating on the effective date of the approved change.

(3) The commencement of the requested change is not in advance of the two year, ten year, twenty year, or twenty-five year anniversary date of continuous service with the Company referred to in Section l(b), (c), (d) and (e) of the Vacation Agreement as amended January 27, 1972.

15. The length of the entire vacation will be no greater than the length of vacation the trainman is entitled to at the time the first portion of the vacation is taken.

16. Vacations will commence and terminate at points at which trainmen are relieved in accordance with agreement provisions.

TRN 1-691

UNION SHOP AGREEMENTS

Section 1. All employees now having or hereafter acquiring seniority as trainmen who are represented by the Organization and covered by the rules and working conditions agreement between the parties hereto, as a condition of continued employment in such work within sixty days following the establishment of such seniority, shall become members of and thereafter maintain membership in good standing in the Organization, except as hereinafter provided. Provided that such condition shall not apply with respect to any employee to whom such membership is not available upon the same terms and conditions generally applicable to any other member or with respect to any employee to whom membership was denied or terminated for any reason other than failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

Section 2. The requirement for membership in the Organization provided for in paragraph 1 hereof shall be satisfied for both a present or future employee holding or acquiring seniority in train service who holds membership, or within sixty days from the date seniority is established, acquired membership in any of the other engine, train or yard service labor organizations, national in scope, organized in accordance with the provisions of the Railway Labor Act, coming within the jurisdictional scope of the First Division, National Railroad Adjustment Board, and admitting to membership employees in the classes described in paragraph 1, hereof; provided that nothing contained herein shall prevent an employee from changing membership from one organization to another organization, national in scope, and admitting to membership employees of a craft or class in train service as set forth above.

Section 3. Employees who have acquired and who retain or who hereafter acquire and retain seniority rights in the classes described in paragraph 1, hereof, under the provisions of an agreement therein referred to, who are promoted or assigned to supervisory or official positions; or who are regularly as signed or transferred to positions covered by agreements between the Company and any of its employees represented by other organizations; who are absent from duty for thirty days or more as a result of sickness or injury; or who are furloughed because of force reduction or on leave of absence for a full calendar month or more; or who are retired under the provisions of the Railroad Retirement Act at an age earlier than age sixty-five because of disability and who retain seniority until they reach the age of sixty-five shall not be subject to the provisions of this agreement, provided however, that when such an employee returns to service in the said classes, under the provisions of the agreement described in paragraph 1, the provisions of this agreement must be fully complied with on or before the first day of the month following thirty calendar days after the date of their return to service in the said classes under the provisions of the said agreement. An employee dismissed from service who does not retain seniority under the provisions of the agreement described in paragraph 1, if be returns to service in the classes described in paragraph 1, hereof, shall be considered a new employee in the application of this agreement.

Section 4. The seniority status and rights of employees furloughed (on leave of absence) to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employees, upon resumption of employment, shall be considered as new employees in the application of this agreement.

Section 5 (a) The Organization shall keep account of employees in the craft or class described in paragraph 1, and shall independently ascertain the status of such employees under the membership requirements of this agreement. If affirmative evidence establishes to the satisfaction of the General Chairman or other authorized representative (Local Chairman) of the Organization that the employee is a member in a Labor Organization as specified in paragraph 2, hereof, the provisions of this agreement shall be satisfied and no notice shall be served by the Organization on the Company to have the employee removed from service.

(b) The Company shall furnish to the Local Chairman of the Organization within ten calendar days after they establish seniority the names and addresses of all employees entering the service in the class described in paragraph 1 after the effective date of this agreement.

Section 6 (a) The Local Chairman of the Organization shall notify the Division Superintendent in writing the identity of any employee whose employment under the agreement with the parties hereto he requests be terminated because of failure to comply with the terms of this agreement. Upon receipt of such notice and request the Division Superintendent shall as promptly as possible but within ten calendar days of such receipt notify the employee concerned in writing that he is charged with failure to comply with the terms of this agreement. Copy of such notice shall be given to the Local Chairman of the Organization.

(b) If the employee concerned fails to request a hearing as provided for in paragraph 6(c) unless the Company and the General Chairman of the Organization agree otherwise in writing, the

Company shall terminate the employee's employment under the rules and working conditions agreement between the parties hereto at the end of a period of thirty calendar days from the date of receipt of the request from the Local Chairman of the Organization.

(c) Any employee notified in accordance with paragraph 6 (a) who disputes the fact that he has failed to comply with the terms of this agreement within a period of ten calendar days from the date of receipt of such notice shall request the Division Superintendent in writing to accord him a hearing. Upon receipt of such request the Division Superintendent shall set a date for the hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date, time and place set for hearing shall be given promptly to the employee in writing with copy to the Local Chairman of the Organization. Receipt by the Division Superintendent of a request for a hearing shall stay action on the request of the Organization for termination of employment under the rules and working conditions agreement between the parties hereto until the hearing is held and a decision by the Division Superintendent is rendered. Based on the evidence produced at the hearing, a decision shall be rendered by the Division Superintendent within ten calendar days of the hearing date and the employee and the Local Chairman of the Organization shall be notified prompt**ly** thereof in writing. A transcript of the record at such hearing shall be made and two copies thereof shall be furnished to the Local Chairman of the Organization.

(d) (1) If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the above-mentioned rules and working conditions agreement shall be terminated within twenty calendar days of the date of said decision, except as hereinafter provided, or unless the Company and the Organization agree otherwise in writing.

(2) If the decision is not satisfactory to the employee or to the Organization, it may be appealed in writing by the employee or the Organization directly to the highest officer of the Company designated to handle appeals under the agreement and copy of such appeal shall be furnished the employee or the Organization's General Chairman by appellant. Such appeals must be received by the Company within twenty calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, under the rules and working conditions agreement between the parties hereto until the decision on appeal is rendered. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the Organization shall be advised promptly thereof in writing.

(3) If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the rules and working conditions agreement between the parties hereto shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided in paragraph 6(e), or unless the Company and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization of the employee involved requests the selection of a neutral person to decide the dispute as provided in paragraph 6(e). Any request for selection of a neutral person shall stay action on the termination of seniority and employment (as referred to herein) until not more than ten calendar days after the date decision is rendered by the neutral person.

(e) If, within ten calendar days after the date of a decision on appeal by the highest officer of the Company designated to handle appeals under this agreement, the Organization or the employee involved requests such highest officer in writing, that a neutral be appointed to decide the dispute, a neutral person to act as a sole arbitrator to decide the dispute shall be selected by joint action of the highest officer of the Company designated to handle appeals under this agreement or his designated representative, and the General Chairman of the Organization or his designated representative, and the employee involved or his representative if they can so agree. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Company, the Organization, and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of hearing and shall be final and binding upon the parties. The Company, the employee, and the Organization shall be advised promptly thereof in writing. If the position of the employee is sustained, the fees, salary, and expenses of the neutral arbitrator shall be borne in equal shares by the Company and the Organization; if the employee's position is not sustained, such fees, salary, and expenses shall be borne in equal shares by the Company, the Organization, and the employee.

(f) In computing the time periods specified in this agreement, the date on which the notice is received or decision rendered shall be counted. If the last day on which a notice may be given or received or decision rendered falls on Saturday, Sunday, or a legal holiday, the period of time specified in this agreement shall be extended to include the next succeeding day which is not a Saturday, Sunday or a legal holiday.

Section 7. Other provisions of this agreement to the contrary notwithstanding, the Company shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Company may not, however, retain such employee in service under the provisions of this paragraph for a period in excess of sixty calendar days from date of the last decision rendered under the provisions of paragraph 6, or ninety calendar days from date of receipt of notice from the Organization if the employee does not request a hearing.

Section 8 (a) All notifications, appeals, or copies thereof in writing from the Local or General Chairman of the Organization to the Company, from the Company to the Local or General Chairman of the Organization or to any employee, and from any employee to the Company or Organization's General Chairman, required and contemplated by paragraph 6 shall be transmitted to the appropriate party by United States certified mail, or by personal delivery evidenced by receipt.

(b) The time periods specified in this agreement may be extended in individual cases by written agreement between the Company and the Organization.

(c) Provisions of investigation, grievances, and discipline rules contained in existing rules and working conditions agreement between the Company and the Organization shall not apply to cases arising under this agreement.

Section 9 (a) An employee whose seniority and employment under the rules and working conditions agreement is terminated pursuant to the provisions of this agreement shall have no time or money claims by reason thereof.

(b) If the final determination under paragraph 6 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability shall arise against the Company in favor of the Organization or other employees, either based upon alleged violation, misapplication or noncompliance with any part of this agreement, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods last mentioned, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Company predicated upon any action taken by the Company in applying or complying with this agreement or upon an alleged violation, misapplication or noncompliance with any provision of this agreement. If the final determination under paragraph 6 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall not give rise to any liability against the Company in favor of the Organization or other employees based upon an alleged violation, misapplication or noncompliance with any part of this agreement. No part of this agreement shall be used in any manner whatsoever as a basis for a grievance or time claim by or on behalf of any employee; and no part of the schedule agreement covering rates of pay and working conditions shall be used as a basis for a grievance or time claim by or on behalf of any employee predicated upon an alleged violation, misapplication or noncompliance with any part of this agreement.

Section 10. If an employee's seniority and employment under the rules and working conditions agreement between the parties hereto is terminated by the Company under the provisions of this agreement and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Company against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided that the aforementioned liability shall not include counsel fees, court costs and other like expenses incurred by the carrier in defending suits by employees whose seniority and employment are terminated by the Company under the provisions of this agreement.

Section 11. An employee whose employment is terminated as a result of noncompliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 12 The General Chairman of the Organization shall notify the Company in writing of the title and address of its representatives who are authorized to serve and receive notices described in this agreement. The Company shall notify the General Chairman of the Organization in writing of the title and address of its representatives who are authorized to receive and serve the notices described in this agreement.

Section 13. Religious Scruples. In the application of the Union Shop Agreement any 'employee in service who is not a member of the union representing his craft or class, or a member of one of the

organizations referred to in paragraph 2 of the agreement, and who makes affidavit he was a member of a bona fide and recognized religious group having scruples against joining a union, if he would otherwise be required to join a union under the Union Shop Agreement, shall be deemed to have met the requirements of the Union Shop Agreement if he agrees to and does pay initiation fees, periodic dues and assessments to the organization representing his craft or class signatory hereto.

TRN 1-685
UNION DUES DEDUCTION AGREEMENT

Section 1 (a) Subject to the terms and conditions of this agreement, the Company shall deduct sums for periodic dues, initiation fees, assessments and insurance (not including fines and penalties), payable to the Organization by members thereof from wages earned in any of the services or capacities covered in Section (3) First (h) of the Railway Labor Act defining the jurisdictional scope of the First Division, National Railroad Adjustment Board, upon the written and unrevoked authorization of a member on the specified form.

(b) The signed authorization may be revoked in writing in accordance with its terms at any time after the expiration of one year from the date of its execution, or upon termination of this agreement, or upon termination of the rules and working conditions agreement between the parties, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties.

(c) Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished as necessary by the Organization without cost to the Company. The Organization shall assume full responsibility for the procurement and execution of the forms by employees and for the delivery of such forms to the Company.

Section 2. The Company shall make deductions as provided for herein in accordance with certified deduction lists furnished to the Division Superintendent or his authorized representative by the Treasurer of the Local of which the employee is a member. Such lists, together with assignment and revocation of assignment forms, shall be furnished to the authorized representatives on or before the 5th 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 employee's name, employee account number, and the amount to be deducted in the form approved by the Company. Thereafter, each month the Treasurer of the Local shall furnish lists to the Superintendents' authorized representatives as follows:

(a) A list showing any changes in the amounts to be deducted from the wages of employees with respect to whom deductions are already being made. Such list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted; also the names of employees from whose wages no further deductions are to be made which shall be accompanied by revocation of assignment forms signed by each employee so listed. If no changes are to be made the list shall so state.

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

Section 3. Deductions as provided for herein shall be made monthly by the Company from wages due employees for the first period in each calendar month, and subject to the provisions of paragraph 4 hereof, the Company shall remit to the Organization the total amount of such deductions on or before the 15th day of the month following the month in which such deductions are made. With such remittance the Company shall furnish to the Treasurer of the Local a statement showing employees from whom deductions were made and amount of deductions.

Section 4 (a) If an employee's earnings are insufficient to permit the full amount of deduction, no deduction shall 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.

Group Life and Southern Pacific Hospital Department contributions.

Prior valid assignments and deductions.

(c) If a deduction is not made from the wages of an employee due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the employee for any subsequent payroll period.

Section 5. Responsibility of the Company under this agreement shall be limited to remitting the amounts actually deducted from wages of employees pursuant to this agreement and the Company shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising about the correctness of the amount deducted shall be handled between the employee involved and the Organization.

Section 6. 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.

RESUME, PREPARING AND
HANDLING TRANSFER
OF DUES DEDUCTION FORMS

GEN 154-18

In the application of the seniority merger agreements, the Union Shop and Dues Deduction Agreements TRN 1-685, TRN 1-691 and YDM 1-217, the following will apply:

1. In order for a road or yard service employee to transfer from the jurisdiction of one United Transportation Union Local to another, he must complete a form in quadruplicate (reproduced and made a part of this Agreement), which he will sign and furnish one copy each to the Superintendent's representative and the UTU Local Treasurer with jurisdiction over the service at the point or source of supply from which he transferred, and one copy each to the Superintendent's representative and the UTU Local Treasurer with jurisdiction over the service at the point or source of supply to which he transferred. He will enter on the form information as follows:

(a) The place or source of supply from which transferred, and the place or source of supply to which transferred.

(b) The craft from which transferred and the craft to which transferred.

(c) Record of the last service performed at the place or source of supply from which transferred. If none, write none.

(d) Whether deduction of monthly Union dues has been authorized.

2. Crew dispatchers, Superintendents' representatives, employees transferring, and Local Treasurers at each point or source of supply will cooperate so that the Treasurer will receive completed transfer forms daily.

3. The Company's responsibility under this agreement is limited to remitting the amounts actually deducted from wages of employees pursuant to this agreement, subject to paragraph 4. The Company will not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising about the correctness of the amount deducted will be handled between the employee involved and the Organization.

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

5. This agreement requires that a trainman or switchman complete "Request to Transfer" form in order for him to be eligible to transfer from service which is under the jurisdiction of one UTU Local to service under another UTU Local, except as indicated below.

6. A trainman who applies for and is awarded an assignment which is under the jurisdiction of another UTU Local, or who displaces thereon must complete the form. However, such trainman is not precluded from commencing service on his newly acquired assignment pending completion of the "Request to Transfer" form, but he must complete form prior to the expiration of the second tour of duty.

7. A trainman who is augmenting another source of supply need not file a transfer form.

8. General Chairmen and Presidents, Local Chairmen, First Vice Local Chairmen, Secretaries, Treasurers, and Legislative Representatives of UTU Locals representing trainmen or switchmen are exempt from the provisions of Memorandum of Agreement GEN 154-18, effective January 1, 1973.

9. Employees (other than those named above) must complete a "Request to Transfer" form before they transfer from road service to yard service or vice versa.

10. The carrier may require employees who transfer as set forth above to complete Form 2350A.

AGREEMENT A-8830 DATED JANUARY 27,1972

ARTICLE XIII - PROTECTION OF EMPLOYEES

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

Section 1. Definitions.

Wherever used in this Article, unless the context requires otherwise:

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

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

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

(d) "Protective Period" for employees covered by Section 2 (a) of this Article means that period of time during which a Displaced or Dismissed Employee is to be provided protection hereunder. The Protective Period for such employee shall extend from the date he is displaced or dismissed for a period of time equal to the length of time which such employee has seniority in the

craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employee's 65th birthday. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern. In the event such a Displaced Employee elects to remain in the carrier's service after the first day of the month following the month he attains age 65, he will no longer receive any of the protective benefits of this Article XIII and the carrier may terminate on the same seniority district the protective benefits then being provided the junior Dismissed or Displaced Employee receiving protection under this Article on such seniority district on a one-for-one basis.

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

Section 2. Coverage.

(a) Subject to the other provisions of this Article, the protective benefits of Sections 3, 4, 5 and 6 of this Article XIII apply to:

(1) Employees adversely affected directly or indirectly by an Implementation of Article XII Interdivisional Service.

(2) Regularly assigned employees assigned to yard crews that regularly spend more than 50 percent of their time in interchange work who are adversely affected as a result of an Implementation of the reciprocal interchange provisions of Section 5 of Article VII - Interchange. (Such employees will be determined by a joint check based upon the work performance of the involved yard crews for the 30 working days prior to the Implementation.)

(3) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Section 1 of Article VII - Interchange.

(4) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under Section 1 of Article VII - Interchange.

(b) Subject to the other provisions of this Article, the protective benefits provided in Sections 4 and 5 of this Article XIII will be accorded to any employee of the carrier adversely affected by Article VII - Interchange, other than those covered by subparagraphs (2) and (3) of Section 2 (a) of this Article XIII, or Article IX - Road-Yard Movements.

(c) The protective provisions of this Section as applied to Terminal Company employees will include, in addition to the above, the exercise of seniority and acceptance of employment on the involved line-haul carriers, engine service employees being required to accept engine service employment and

ground service employees being required to accept ground service employment. The involved line-haul carriers will make appropriate arrangements in connection with subparagraph (a) (4) of this Section and the foregoing.

Section 3. Displacement Allowance.

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

(b) Each Displaced Employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed service immediately preceding the date of his displacement as a result of the Implementation (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

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

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

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

Section 4. Dismissal Allowances.

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

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

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

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

Section 5. Separation Allowance.

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

Section 6. Fringe Benefits.

No employee of a carrier who is affected by an Implementation shall be deprived during his Protective Period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case

may be, to the extent that such benefits can be so maintained under present authority of law or corporate action through future authorization which may be obtained.

Section 7. Seasonal Fluctuations and Declines in Business.

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

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

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

Section 8. Arbitration of Disputes.

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

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

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

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

Section 9. Any Displaced Employee required to change his residence because of the Implementation of Article XII - Interdivisional Service shall receive the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement except that he will be allowed 5 working days instead of "two working days" as provided in Section 10 of said Agreement, and in addition to such benefits shall receive a transfer allowance of $400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section I 1 (d) of said Agreement. Change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

Section 10. If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms, conditions, responsibilities and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article. There shall be no duplication or pyramiding of benefits to any employees.

ATTACHMENT "A"

SECTIONS 9, 10, AND 11, OF THE WASHINGTON, D. C., AGREEMENT OF MAY, 1936

Section 9. Any employee eligible to receive a coordination allowance under Section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

Length of Service	*Separation Allowance*
1 yr.and less than 2 yrs.	3 months' pay
2 yrs. and less than 3 yrs.	6 months' pay
3 yrs. and less than 5 yrs.	9 months' pay
5 yrs. and less than 10 yrs.	12 months' pay
10 yrs. and less than 15 yrs.	12 months' pay
15 yrs. and over	12 months' pay

In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7.

(b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination.

Section 10. (a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter (not to exceed two working days), *used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section.

Section 11. (a) The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment

Article XIII, Section 9, Mediation Agreement A-8830 provides for five working days instead of two and in addition provides for a transfer allowance of $400.00. as a result of such coordination and is therefore required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby.

The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.

2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

(c) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the coordination.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expanses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

The following agreements appear in Appendix B:

Q&A - Pilot Service	TRN 1-502	B2
Interpretations of Article 23, Section C	TRN 1-536	B7
Disrupted Passenger Traffic Agreement	TRN 1-546	B8
Resume of Departure from Terminal Agreement	TRN 1-620	B9
SP Passenger Service Uniform Agreement	TRN 1-662	B10
Extra Passenger Conductor on Outside Vacancies Agreement	TRN 1-794	B12
Order of Call for Deadhead Crews	TRN 1-919	B13
Resumes of Brakemen's and Conductors' System Seniority Agreements	TRN 1-966 TRN 1-966-1	B15 B18
Training Film Camera Train Agreement	TRN 1-1078	B20
Resume of Brakemen's Augmenting Agreement	TRN 2-146	B21
Resume of Educational Leave Agreement	TRN 2-147	B22
Conductors' Crew Consist Agreement	TRN 2-162-SP	B23
Resume of Agreement About Furnishing Wheel Reports	TRN 60-277	B23
Resume of Lodging Agreement	GEN 2-46-2-CT	B24
Resume of Veterans' Educational Leave Agreement	GEN 94-1-TRN	B28
Resume of Amtrak Uniform Agreement	GEN 116-1376	B30
Combined Road-Yard Seniority Agreement	GEN 154-18 (9-21-72)	B32
Resume of Understanding Relating to Transfers by Cut-Off Trainmen	GEN 154-18 (1-21-74)	B37
Agreement Establishing Students' Seniority Date By Lottery	GEN 154-18 (7-22-74)	B37

1. Q. How will a conductor be compensated who is called to deadhead to a distant point for pilot service and upon arrival at that point the pilot service is not required and he returns deadhead to the terminal at which he was called?

EXAMPLE: Called and leaves Brooklyn at 10:00 A.M., deadheads to Woodburn, distance 31.7 miles, arrives Woodburn 1 1: 00 A.M., pilot service fails to materialize, leaves Woodburn deadhead 12:30 P.M., arrives Brooklyn 1:30 P.M., -total miles deadheaded 63, time consumed three hours 30 minutes.

A. 100 miles at through freight conductor's rate under Article 38, Section A.

2. Q. If in Question 1 the distance from terminal to the distant point was 53 miles instead of 31.7 miles, other circumstances being the same, what is the proper allowance?

A. 106 miles instead of 100 miles.

3. Q. If in Question I or 2, the conductor leaves Woodburn after the expiration of four (4) hours or at 3:05 P.M., how will he be compensated?

A. 100 miles Brooklyn to Woodburn and 100 miles Woodburn to Brooklyn.

4. Q. How will a conductor be compensated who is called for pilot service and is released before leaving the point at which called?

A. As provided in Article 37.

5. Q. How will a conductor be compensated who is called to deadhead, leaves the point at which called, and is taken from the train and released at another station within the same terminal limits?

EXAMPLE: Called to deadhead and leaves Portland on train No. 19 but is instructed to detrain at Brooklyn.

A. As provided in Article 38, Section A.

6. Q. Is a conductor who is called at terminal for pilot service subject to the provisions of Article 23, Section A?

A. Yes.

7. Q. If two or more extra freight conductors are called to deadhead from terminal to the same point, one for pilot service and the other for a vacancy in some other service, and the one first out is called for pilot service in anticipation that the pilot service will be the first service required, or if the conductor second or third out, etc., is called for pilot service in anticipation that the other service will be performed in advance of the pilot service, how will the conductor in pilot service be used at the point where pilot is required if the anticipated use of the pilot is either behind or ahead of the other service as originally anticipated?

A. The conductor called for pilot service will be used in pilot service.

8. Q. Do Questions 9 and 10 apply to an extra freight or emergency conductor called under the provisions of Article 8 and deadheading in passenger service?

A. No.

9. Q. If two or more extra freight or emergency conductors, none in pilot service, each of whom is fully rested, are deadheading as conductors on the same train, and it is necessary to take one of them off en route for pilot service, which conductor will be used?

A. The one standing first out at a terminal when called.

10. Q. In question 9, how will the conductor taken off for pilot service be compensated?

A. As provided in Article 38, Sections A and C, from the time that he started to deadhead from terminal.

1 1. Q. What does the term "emergency conductor" mean in this section?

A. A promoted conductor working on crew as a brakeman.

12. Q. If two or more crews are deadheading on the same train, each of which has one or more promoted conductors working as brakemen, which conductor will be used if it is necessary to take one of them off for pilot service?

A. The senior conductor of the group.

13. Q. How will a conductor in pilot service be compensated who is run through an established freight terminal and performs pilot service (including deadheading in connection with such service) over all or a portion of two freight districts?

A. Actual miles if in excess of 100 miles, subject to provisions of Article 38, Sections C and D.

14. Q. May a conductor who is operating in pilot service be run in and out (not through) the home terminal or layover terminal of other conductors which is not the home terminal of the pilot to the exclusion of such other conductors who are not in pilot service, without runaround penalty?

EXAMPLE: May an extra freight conductor whose home terminal is Tucson who is used in pilot service out of Tucson to El Paso be used in pilot service out of El Paso to or toward Tucson to the exclusion of conductors whose home terminal is El Paso?

A. Yes, but conductors in pilot service will operate on a first-in first-out basis as between themselves.

15. Q. Does Article 46 apply to pilot service?

A. Yes, except under circumstances outlined in Question 14.

16. Q. If the senior emergency conductor working as a brakeman on a pool freight crew is taken from his crew at a point en route and used to pilot an engine from the intermediate point to the home terminal of the crew -

(1) May he be again used out of the home terminal in pilot service to the exclusion of other extra freight conductors?

A. No. Pilot service is completed upon his arrival at the home terminal.

(2) Is he subject to the provisions of Article 46 upon arrival at the home terminal?

A. Yes.

17. Q. If a pilot is instructed to deadhead from outside point to terminal on a specific train or other means of transportation and he obtains permission to use means of transportation other than the specific one under instructions and leaves the outside point and arrives terminal in advance of the train on which ordered to deadhead -

(1) How shall he be compensated?

A. On the basis of the departure of train or other means of transportation on which he was ordered to deadhead.

(2) How shall he be marked up at terminal for next service as conductor?

A. In turn with other conductors on basis of the arrival of the train or other means of transportation on which he was ordered to deadhead. Time off duty or rest under Article 46 or local rest off duty agreement provisions will be calculated from the time of actual arrival.

18. Q. If two extra freight conductors are required for pilot service to deadhead on the same train, and if the assigned extra freight conductor first out is not available under Article 46 and only one emergency conductor is available under the provisions of Article 46: In what order will the conductors be called?

A. Emergency conductor first, assigned extra freight conductor second.

Q. In what turn, as between themselves will they be detrained under Question 9 or used from distant point or terminal?

A. Emergency conductor first, assigned extra freight conductor second.

Signed at San Francisco, 17th day of January, 1947.

INTERPRETATIONS OF ARTICLE 23, SECTION C

(Freight Conductors' Extra List)
TRN 1-536

1. In inaugurating new service for which the conductor's position is preadvertised, but the successful applicant is not available to perform the first service thereon, the provisions of Article 23, Section C, paragraphs 1 and 4 apply, even though the position in question is on an outside assignment or run.

2. Article 23, Section C, paragraph 4, reads as follows:

> "If conductors assigned to conductors' extra list are not available, or at home terminals where an extra list is not maintained, the senior available emergency conductor at such terminal, if needed, will be used as conductor for the trip for which called, and on his return to the home terminal, will be placed on the position from which taken."

These provisions apply to emergency conductors working in the territory allocated to the freight conductors' extra list which protects the service and having their home terminal at the location Where the extra list is maintained. At those terminals where a freight conductors' extra list is not maintained these provisions apply to emergency conductors having their home terminal at the source of supply and working in the territory where the service exists.

3. A senior extra or senior emergency conductor who makes himself available for a conductor's vacancy (under the terms of Article 23, Section C, paragraph 8), must be senior to the senior emergency conductor who is working as brakeman on the assignment on which the vacancy for conductor exists.

4. If an emergency conductor filling a conductor vacancy on an outside assignment acquires a position on the freight conductors' extra board by assignment, he will be relieved from the conductor position on the outside assignment as soon as possible.

5. The foregoing does not disturb the practice of requiring an emergency conductor who acquires another brakeman position to remain on the conductor position at the outside point subject to the provisions of Article 23, Section D; nor does it disturb Decisions 1542, 1927, 2216, 2372, 3215, 3762 or 3806 of Special Adjustment Board No. 18.

DISRUPTED PASSENGER TRAFFIC AGREEMENT

TRN 1-546

The following sets out the conditions under which trainmen may be operated on a first-in first-out basis if passenger train service is interrupted.

1. If the movement of passenger traffic and normal operation of regular passenger trains is interrupted due to causes over which the Company has no control, which may result in one or more trains not being operated, "doubled up", or detoured from or via another route, or operated in a turn different from the normal order (if the cause of such interruption occurs on or not beyond the next adjoining through passenger district), the Company may use or deadhead crews of passenger trainmen assigned to or filling vacancies on regular runs which have the same terminals on a first in first-out basis from the "away-from-home" terminal of the assignments, and their use on any regular train other than the one to which they are assigned from the away-from-home terminal, under such circumstances will not constitute extra service by such crew. Extra make up passenger crews who may have deadheaded into or worked into the "away-from-home" terminal on extra passenger trains will not be used along with regularly assigned passenger crews on a first-in first out basis on regular trains until all of the available regular crews have been used, nor will regularly assigned crews be used on an extra passenger train.

2. Between Los Angeles and San Luis Obispo where two pools of crews - one with "away-from-home" terminal at Los Angeles and one with the "away-from-home" terminal at San Luis Obispo - crews may be used from their respective "away-from-home" terminals on a first-in first-out basis only on the trains to which
they are assigned.

3. This agreement does not apply to suburban service between San Francisco and San Jose.

Signed at San Francisco, California, the 9th day of March, 1948.

RESUME OF DEPARTURE FROM TERMINAL AGREEMENT

TRN 1-620

1. At initial terminals of runs where yard limits are established, a train will not have departed from such initial terminal until the entire train, intact, has moved beyond and outside the yard limits of said terminal.

2. If a train does not depart from such initial terminal intact, the trainmen handling such train will have departed the terminal when one or more parts of such train are handled from the terminal to the first siding or other auxiliary track beyond the yard limits of said terminal.

Signed at San Francisco, California, the 27th day of January, 1950.

SP PASSENGER SERVICE
UNIFORM AGREEMENT

TRN 1-662

One of the qualifications for trainmen in certain passenger service and mixed train service designated by the Company is the possession of a standard uniform. To improve the quality of our passenger service and the appearance of our trainmen on the passenger trains and mixed trains herein referred to, it is agreed:

1. The Company has designated a uniform to be worn by trainmen at all times while on duty in such passenger train service and mixed train service designated by the Company. Such uniform will be known as a "standard" uniform, and trainmen will not be available to man passenger trains and mixed trains designated by the Company unless they have a standard uniform.

2. The Company will pay a sum equal to 50% of the cost of each standard uniform, consisting of a uniform cap, coat, vest and trousers (two pairs of trousers if desired) -but not more than one uniform in any calendar year. The trainmen will pay the balance of the cost of his uniform. Before purchasing a new uniform in which the Company is to participate in its cost, the trainman must obtain written authority from the superintendent. Such authorization will be confined to:

(a) - Trainmen regularly assigned to passenger service.

(b) - Trainmen regularly assigned to extra passenger boards and conductors regularly assigned to "passenger lists".

(c) - The superintendent, after conferring with the local chairman, may designate a sufficient number of additional conductors, subject to the provision of Section H, Article 8, and a sufficient number of additional brakemen on each division to protect the service adequately. Such trainmen must equip themselves with standard uniforms. The number may be increased or decreased in accordance with the service requirements. These additional trainmen will be used for extra passenger service to fill vacancies in regularly assigned passenger service and vacancies in mixed train service designated by the Company.

3. Trainmen will pay the entire cost of shirts, collars, neckties and shoes of the type designated by the Company to be worn with such standard uniform.

4. So that the uniform will present a good appearance, the trainmen will keep them properly cleaned and neatly pressed at all times at their own expense. Trainmen will purchase complete new uniforms, that is, the coat, vest and trousers (two pairs if desired) on each such occasion, for the reason that it is undesirable to wear a new uniform coat with an old vest and trousers, or vice versa. If a trainman purchases a new uniform (as provided in Item 2,) he will pay for it and obtain a receipt from the seller, which he will present to the superintendent for reimbursement of the Company's portion of the cost.

5. The Company will supply to the trainmen, free of charge, badge and such other insignia as the Company may require them to wear on such standard uniforms as referred to in Item 1.

6. If a uniform is lost, stolen, destroyed or damaged (except when damage occurs in the performance of assigned duties), the trainmen will repair such damage or replace such uniform at his sole expense.

7. Extra conductors, specified in Item 2, Paragraph (b), having standard uniforms, will be used to fill vacancies in regularly assigned passenger service, and vacancies in mixed train service designated by the Company, and for extra passenger service (provided they have sufficient time under the Hours of Service Law to complete the trip) in preference to any other conductors. Extra conductors specified in Item 2, paragraph (c), will be used along with other freight conductors qualifying for passenger service under this agreement in accordance with their seniority as provided in Article 8.

Signed at San Francisco, California, 31st day of August, 1950.

EXTRA PASSENGER CONDUCTOR ON OUTSIDE VACANCIES TRN 1-794

1. A conductor, assigned to the passenger conductors' extra board, who is sent to fill a vacant position or to establish a new run in passenger service, the terminal of which is at an outside point, will be required to protect the vacant position or position on the new run for seven calendar days unless he is displaced prior thereto under the provisions of Article 34, Section C, or released by regular conductor. At the end of such seven calendar days upon written request he will be relieved from the position if a conductor assigned to the passenger conductors' extra board is available. Extra passenger conductors making reliefs, as provided herein, will be subject to the same conditions as the first conductor sent to fill such position.

2. A. An extra passenger conductor, referred to in paragraph 1, will not be subject to displacement by a senior conductor assigned to the passenger conductors' extra board until he has protected the vacancy seven calendar days.

B. A conductor assigned to the passenger conductors' extra board who displaces another extra passenger conductor from vacant position or position on a new run tying up at an outside point will not be subject to displacement by a senior extra passenger conductor until he has protected the position seven calendar days. If he is not displaced by a senior extra passenger conductor after protecting the position seven calendar days, he will be required to remain thereon until released by the regularly assigned conductor, or displaced under the provisions of Article 34, Section C.

3. If a conductor assigned to the passenger conductors' extra board filling vacant position or position on new run at outside point lays off, on reporting for duty he will be sent back to the position he held when he laid off without deadhead compensation therefor if the regular assigned conductor has not reported or unless such conductor has been displaced or is subject to relief under the foregoing.

4. An extra passenger conductor will be compensated for deadheading going to outside assignment and returning therefrom if relieved under the provisions of paragraph I or returning to passenger conductors' extra board after being displaced in accordance herewith.

Signed at San Francisco, California, the 19th day of October, 1956.

ORDER OF CALL FOR DEADHEAD CREWS

TRN 1-919

Examples of order of call for filling vacancies on freight and/or passenger crews deadheading and/or working on same train:

ORDER OF FILLING VACANCIES

Freight Trains	Conductors	Brakemen
Ex. 1:		
DH pool crew A to C	1*	1
DH pool crew A to D	2*	2
Working pool crew A to D	3*	3
DH work train crew A to B	4*	4
DH extra condr. or extra bkmn. to B for outside vacancy	5*	5
DH extra condr. or extra bkmn. to C for outside vacancy	6*	6
Ex. 2:		
Working M/U work train crew for train	1	1
DH M/U work train crew on work train	2	2
Ex. 3:		
DH pool crew Working pool crew	2*	2

DH M/U psgr. crew to detrain en route	3* (At. 8 Condr.)	3**

ORDER OF CALL

Passenger Trains	*Conductors*	*Brakemen*
Ex. 4:		
DH pool freight crew on psgr. train	1	1
DH extra condr. or extra bkmn. for psgr. service	2**	2**
Working crew on psgr. train (same on-duty time)	3**	3**

* If emergency conductors are needed for these vacancies, regular brakemen on the DH pool freight crews are considered available therefor.

** If no passenger extra board exists.

Available pool crews will be used before the pool is augmented with make up pool crews. If extra board conductors are not available, the available emergency conductor will be used in seniority order.

RESUME OF BRAKEMEN'S
SYSTEM SENIORITY
AGREEMENT, EFFECTIVE MARCH 31,1972

TRN 1-966

The seniority rights of brakemen whose names appear on the following Trainmen's Seniority Rosters:

(a) Consolidated Oregon District (former Portland and Shasta District)
(b) Consolidated Western District (former Western and Stockton District)
(c) Consolidated Salt Lake District (former West End and East End Salt Lake District)
(d) Sacramento District
(e) Coast District
(f) Consolidated Los Angeles-Pacific Electric-San Joaquin District (former LA, PE, Mountain and Valley Districts of San Joaquin Division)
(g) Consolidated Tucson District (former Rio Grande District (El Paso East) and Consolidated Tucson-Arizona Eastern and (EP&SW-West) District)

are consolidated subject to the following conditions:

1. Brakemen whose names appear on the foregoing Trainmen's Seniority Rosters on March 31, 1972, will be placed on a System Consolidated Seniority Roster, ranked in accordance with their seniority date on their original seniority district.

2. These brakemen, employed prior to March 31, 1972, will have protected seniority rights on assignments allocated to their respective prior right seniority districts and will have prior rights in exercising such seniority to acquire and hold assignments allocated to their respective districts; also to hold positions on brakemen's extra boards, both freight and passenger or on other sources of supply allocated to such seniority districts.

3. If two or more brakemen established seniority dates on their original seniority district on the same date, they will be placed on the newly consolidated seniority roster in accordance with the order in which they went on duty for the service which established their seniority to the extent that such information is available from Carrier's records; if not so available, they will be placed on the consolidated seniority list in alphabetical order of their surnames.

4. Brakemen employed subsequent to March 31, 1972, will be placed on the newly consolidated roster ranked in accordance with the order in which they went on duty for the service which established their seniority. If two or more brakemen established seniority dates at the same time, they will be placed on the consolidated seniority list in alphabetical order of their surnames.

5. Brakemen's extra boards, either freight or passenger, will continue to be maintained on a segregated basis on each of the districts. The jurisdiction of such extra boards and the handling of brakemen holding positions thereon, as well as the handling of brakemen holding assignments coming under the jurisdiction of such extra boards, will be on the basis of rules and interpretations governing each district. At those locations having more than one brakemen's extra or emergency board, as the number of brakemen having prior and protected seniority rights becomes depleted, the parties to this agreement will consider establishing a common extra board protecting service allocated to the extra boards previously in effect.

6. Brakemen who have prior and protected seniority rights and who are holding positions on an extra board located on their protected seniority district will not be sent by the Company to augment an extra board located on another seniority district, except in emergency if other brakemen, including those who are regularly assigned, are not available.

7. (a) Brakemen with protected seniority rights, as well as those having consolidated seniority rights, may transfer on their own time from one extra board to another, or move to the jurisdiction-of another extra board by acquiring an assignment through the exercise of seniority, subject to the restrictions contained in Paragraph 7 (b) below. Brakemen must obtain the proper transfer form from Carrier's forces at the source of supply from which transferred and submit it to Carrier's forces at the source of supply to which transferred.

(b) Brakemen holding prior and protected seniority, as well as those holding consolidated seniority, who transfer from a brakemen's extra board, either freight or passenger, from one protected seniority district to another protected seniority district must remain on the extra board to which transferred for. not less than 30 days, unless prior thereto, they are reduced from the extra board to which transferred or unless they acquire a regular assignment during the restricted period. (This will neither restrict nor permit other transfers not now possible under current agreements.)

8. This agreement will not extend the method of handling bulletin applications or vacancy and assignment notices beyond districts where presently applicable. However, those brakemen desiring information concerning other districts may utilize Carrier's telephone facilities to obtain such information. Brakemen must submit applications for positions on other districts and forward them timely to the Superintendent's representative on the other district whose duty it is to handle such applications.

This Memorandum of Agreement is effective March 31, 1972, and will remain in effect subject to change or revision under the procedure set forth in Sec@@ion 6 of the Railway Labor Act, as amended.

RESUME OF CONDUCTORS' SYSTEM
SENIORITY AGREEMENT
EFFECTIVE MARCH 31,1972

TRN 1-966-1

The seniority rights of conductors whose names appear on the following Conductors' Seniority Rosters:

(a) Consolidated Oregon District (former Portland and Shasta Districts)
(b) Consolidated Western and Stockton Districts (former Western Division)
(c) Consolidated Salt Lake District (former West End and East End Salt Lake Districts)
(d) Sacramento District
(e) Coast District
(f) Consolidated Los Angeles-Pacific Electric-San Joaquin District (former LA, PE, Mountain and Valley Districts of San Joaquin Division)
(g) Consolidated Tucson District (former Rio Grande District (EL Paso-East) and Consolidated Tucson Arizona Eastern and (EP&SW-West) Districts)

are consolidated subject to the following conditions:

1. Conductors whose names appear on the Conductors' Seniority Rosters on March 31, 1972, will be placed on a System Consolidated Seniority Roster, ranked in accordance with the date promoted on their original seniority district.

2. Those conductors promoted prior to March 31, 1972, will have protected seniority rights on assignments allocated to their respective seniority districts and will have prior rights in exercising such seniority to acquire and hold assignments allocated to their respective districts, also to hold positions on conductors' extra boards, both freight and passenger, or on other sources of supply allocated to such seniority districts.

3. If two or more conductors established seniority dates on their original seniority district or districts on the same date, they will be placed on the newly consolidated seniority roster in accordance with the order of their seniority standing as trainmen as indicated on the consolidated Trainmen's System Seniority Roster.

4. (a) Brakemen who were employed and held prior seniority rights as such on their respective seniority districts, who on the effective date of this agreement, have not been promoted to conductor but who are subsequently promoted, upon being promoted, will be placed on the System Consolidated Conductors' Seniority Roster, ranked in accordance with the date promoted. Such

conductors will be given the protected seniority rights allocated to their respective seniority district the same as those conductors included in paragraphs 1, 2 and 3, hereof.

(b) Brakemen who were employed and acquired seniority rights on or subsequent to the effective date of this agreement, upon being promoted, will be placed on the System Consolidated Conductors' Seniority Roster, ranked in accordance with the date of their promotion class and in the order of their respective standing as trainmen, subject to the provisions of agreement identified as TRN 1-335, as amended.

5. In calling subsequent examination classes of brakemen for promotion to conductors, full equalization of promotion opportunities will be offered.

6. This agreement will not extend the method of handling bulletin applications, vacancy and assignment notices beyond district where presently applicable. However, those conductors desiring information concerning other districts may utilize Carrier's telephone facilities to obtain such information. Conductors must submit application for positions on other districts and forward them timely to the Superintendent's representative on the other district whose duty it is to handle such applications. Conductors must obtain the proper transfer form from Carrier's forces at the source of supply from which transferred and submit it to Carrier's forces at the source of supply to which transferred.

7. Conductors' extra boards, either freight or passenger, will continue to be maintained on a segregated basis on each of the districts. The jurisdiction of such extra boards and the handling of conductors holding positions thereon, as well as the handling of conductors holding assignments coming under the jurisdiction of such extra boards, will be on the basis of rules and interpretations governing each district. At those locations having more than one conductors' extra board, as the number of conductors having prior and protected seniority rights becomes depleted, the parties to this agreement will consider establishing a common extra board protecting service allocated to the extra boards previously in effect.

This Memorandum of Agreement is effective March 31, 1972, and will remain in effect as long as any conductor who is holding prior and protected seniority on the territories involved remains in the employment of the Company; thereafter, a single seniority list will be maintained. This agreement will be subject to change or revision under the procedure set forth in Section 6 of the Railway Labor Act, as amended.

TRAINING FILM CAMERA TRAIN AGREEMENT

TRN 1-1078

1. Carrier may operate a diesel unit car-body modified by removal of its traction motors and installation of motion picture cameras in its nose, to which a live diesel unit will be coupled in multiple so the two units may be operated from the modified unit.

This device will film motion pictures for subsequent use with the locomotive engineer's training simulators.

2. Movement and operation of this "camera unit" is not Motion Picture Train service.

3. This "camera unit" will be manned by a conductor and one brakeman when it operates in road territory. They will be compensated at work train rates of pay under rules governing work train service. They will also be subject to Article 27.

4. The crew consist set forth herein will be applied without prejudice to Article 111, Section 1 of the so called Five Ops Agreement of June 25, 1964.

Signed at San Francisco, on April 30, 1969

RESUME OF BRAKEMEN'S AUGMENTING AGREEMENT

TRN 2-146

1. (a) Except as provided in paragraphs (b) and (c) below, a brakeman holding a position on a brakemen's freight extra board (or emergency board at points where the latter are maintained) who is transferred by the Company to augment another extra board on his seniority district will be returned to the extra board from which transferred when his services are no longer required for the prompt handling of traffic. However, after a brakeman has augmented another extra board for seven consecutive days or more, upon written request he will be relieved from said extra board and returned to the extra board from which he was transferred, but the Company need not act upon such request prior to midnight of the seventh day.

(b) A brakeman who is holding a position on a brakemen's extra board or emergency board on a seniority district on which he holds prior rights seniority can augment only those extra boards located on his original seniority district.

(c) If a brakeman is being used for service tying up at an outside point under the jurisdiction of the extra board he is augmenting, his release from such extra board, as set forth in paragraph (a) above, also will be subject to the provisions of Article 23, Section D, paragraph 1.

2. (a) If a brakeman who is holding a position on a brakemen's freight extra board (or emergency board at points where the latter are maintained) lays off and the service for which he would have stood had he not laid off was to deadhead to another location to augment an extra board, or if he misses call for such service, then upon reporting for service or otherwise becoming available, he must report to the extra board which was to be augmented (without payment for deadheading in either direction) if the service still exists. He cannot return to the board from which he was working before the brakeman who was actually used for the service returns to the extra or emergency board (as the case may be) or to the location thereof, pursuant to Article 22, Section A. Example 8.

(b) The conditions set forth in paragraph (a) above will not apply to a greater number of brakemen than the number who actually and originally stood for the service.

Signed at San Francisco, California, July 27, 1965.

RESUME OF EDUCATION LEAVE AGREEMENT

TRN 2-147

A trainman who has two years or more of service may request the Superintendent for a leave of absence, to extend not more than four years, for the purpose of attending regular semesters of a fully-accredited school. The trainman's request will be in writing and will name the school he plans to attend. Each such request will be disposed of on its own individual merits, in the discretion of the Superintendent.

This program was initiated on a trial basis on August 5, 1965.

CONDUCTORS' CREW CONSIST AGREEMENT TRN 2-162-SP

In all classes of road train service, the minimum crew will consist of not less than one conductor; except, that nothing herein will be construed or interpreted to change or modify the provisions of Article III (Self Propelled Machines) of the June 25, 1964 Agreement, or in any manner be construed or interpreted to require the services of a conductor on a light engine movement in road territory.

This agreement is effective July 16, 1970, and supersedes and cancels any other agreement or portion thereof with which it conflicts and will remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Signed at San Francisco, California, the 1st day of July, 1970.

RESUME OF AGREEMENT ABOUT FURNISHING OF WHEEL REPORTS - IF SUCH REPORTS ARE REQUIRED

TRN 60-277

Conductors will be furnished Form 1216, Car & Tonnage Report (Wheel Report) (Instead of their being required to prepare it) at pool freight terminals where such practice existed on the date of this understanding and at other points heretofore agreed to. At all other points where pick-ups of 10 cars or more were made with reasonable regularity and station clerical employees are employed and on duty (agents, agent telegraphers, and telegrapher-clerks are not considered clerical employees within the meaning of this understanding), conductors will be furnished a 'wheel report', Form 1216

whenever 10 or more cars are picked up. Clerical positions will not be established to take care of this arrangement

Signed June 24, 1948.

RESUME: LODGING AGREEMENT GEN 2-46-2 CT

The Carrier will furnish lodging for trainmen who qualify therefor under existing agreements.

1. At points where the Carrier furnishes lodging "suitable lodging" will meet standards hereinafter defined:

(a) A single occupancy bedroom, furnished with a bed equipped with an innerspring mattress or equivalent, sufficient blankets, clean linens (sheets, pillow cases and towels), and soap. These rooms will have adequate bathing and toilet facilities, including wash basin, accessible and adjoining thereto.

(b) The room will be cooled or heated where climatic conditions normally require such cooling or heating.

(c) The bedroom, bathrooms and toilet facilities will be kept in a clean and sanitary condition.

2. Trainmen will cooperate in keeping such facilities in the condition referred to above by maintaining clean personal habits and avoiding damage to or loss of furniture and other items furnished.

3. Where lodging provided by Carrier is located more than one mile from the on-and-off duty point, the Carrier will provide suitable transportation, which includes carrier-owned or provided passenger carrying motor vehicles or taxicabs, but excludes other forms of public transportation.

4. The Carrier will furnish lodging at away-from-home terminals for pool freight crews except as otherwise provided in local lodging agreements.

5. At terminals other than those where local lodging agreements are in effect, where employees qualify for lodging, the Carrier may:

(a) Furnish suitable lodging, or,
(b) Provide an allowance in lieu of lodging. Such allowance will be based on the circumstances at the location involved. A trainman qualifying for lodging will be allowed $3.50 in lieu of lodging or he may obtain and pay for lodging at an establishment designated by the Carrier. If he presents a bona fide receipt therefor, the Carrier will reimburse his actual lodging expense.

6. (a) If a trainman working in assigned or unassigned work train service is tied up at a point other than the source of supply point for four hours or more without pay, or if a trainman working in other than work train service is tied up under the Hours of Service Law at points between terminals for four hours or more without pay, he will be entitled to suitable lodging or an allowance in lieu. If such lodging is not furnished or arranged by the Carrier, the trainman will be allowed $3.50 in lieu of lodging or he may obtain and pay for lodging at an establishment designated by the Carrier. If he presents a bona fide receipt therefore, the Carrier will reimburse his actual lodging expense.

6. (b) If an establishment has not been designated by the Carrier and the trainman incurs a lodging cost unreasonably in excess of the $3.50 allowance in lieu of lodging, the parties to this agreement will dispose of the matter of additional allowance, if any, on its merits. Traveling between the location of the lodging and tie-up point will not constitute deadheading; however, this does not permit crews in work train service to be tied up at points where food and lodging cannot be procured.

7. If a trainman qualifies for lodging but the designated facility does not have a room available and arrangements have not been made for lodging elsewhere within one hour, the trainman will be allowed $3.50 or actual cost of lodging, whichever is greater, subject to the terms of paragraph 6 (b).

8. If trainmen are tied up at a point where they are entitled to lodging or allowance in lieu thereof and it is anticipated they will be brought on duty or deadheaded in less than four hours from the time previously tied up, they will be so notified at or before time of tie-up. Accordingly, if they are brought on duty or deadheaded in less than four hours, they will not qualify for lodging or the allowance. If they are not notified but they are brought on duty or deadheaded in less than four hours from the time previously tied up, they will be furnished with lodging or an allowance in lieu thereof where lodging is not furnished.

9. If the Carrier furnishes lodging, a trainman who qualifies therefor will be furnished lodging during his entire layover period. If the Carrier provides an equitable allowance in lieu of lodging and the layover of a trainman who qualifies for lodging extends for 28 hours or more at that point, he will receive a second allowance in lieu of lodging, and an additional allowance for each 24-hour period held at that point.

10. (a) Except as provided in (b) below, if lodging accommodations are furnished but qualifying trainmen elect not to use such facilities, no allowance will be paid. Similarly, if an equitable allowance in lieu of lodging is provided but carrier subsequently makes suitable lodging facility available, the allowance in lieu will be discontinued.

10. (b) If a trainman maintains his home residence at the away-from-home terminal of the run to which he is assigned and other members of the crew qualify for suitable lodging or allowance in lieu thereof at his point of residence, he will be allowed payment in lieu of lodging, subject to the provisions of Paragraphs 8 and 9 above.

11. Local Chairmen, UTU, will handle complaints concerning suitability of lodging facilities with the superintendent or his designated representative.

Signed at San Francisco, California, this 12th day of June, 1974.

The standards for suitable lodging as set forth in Paragraph 1 (a) of Agreement GEN 2-46-2 CT cannot be made available to trainmen working on those seasonal or occasional assignments or runs which may be tied up at points such as Truckee, Firebaugh, Mendota, Newman, Coalinga, or similar locations. In lieu thereof the $3.50 money allowance will be provided. Suitable lodging cannot normally be made available at Montello, therefore, the $3.50 money in lieu allowance will be provided, except that if the qualifying trainman desires and can obtain and pay for single occupancy lodging at the Pilot Motel and present a bona fide receipt therefor, he will be reimbursed his actual lodging expense.

Signed at San Francisco, California, June 12, 1974.

The parties to this agreement annually will review Paragraph 5, Section (b) of Mediation Agreement GEN 2-46-2 dated June 12, 1974 (which provides for an optional allowance of $3.50 to trainmen qualifying for lodging but who do not elect to obtain lodging at the establishment designated by the carrier at that location) to determine its effect and justification for revision.

Signed at San Francisco, California, June 12, 1974.

RESUME OF VETERANS' EDUCATION LEAVE AGREEMENT

GEN 94-1-TRN

1. The Servicemen's Readjustment Act of 1944 (commonly referred to as the "GI Bill of Rights"), the Veterans' Readjustment Act of 1952, and the Veterans' Readjustment Benefits Act of 1966, as amended, hereinafter referred to as the Act, provide among other things, for training and education privileges, under certain specified conditions, of persons who served in the active military or naval forces of the United States on or after September 16, 1940.

2. The parties hereto desire to cooperate to the fullest extent, and to facilitate and assist trainmen in obtaining the maximum benefits of the educational program provided for by the Act.

3. Trainmen who have served or who are now serving in the active military or naval forces of the United States, and whose seniority status and right to return to the Company's service are covered by the Selective Training and Service Act of 1940, as amended, may apply and qualify for educational privileges provided for in the Act and may be absent from the Company's service while engaged in such educational activities.

4. Trainmen who have served in the active military or naval forces of the United States, but who were not employees of the Company at the time they entered the military service, may apply and qualify for the educational privileges provided for in the Act and may be absent from the Company's service while engaged in such educational activities.

5. A trainman who holds seniority rights who is eligible for reemployment and establishes such reemployment with the Company as provided for in the Selective Training and Service Act of 1940, as amended, either by constructively or actually returning to the service of the Company, who is qualified for vocational rehabilitation or education and training as provided for

in the Act and who makes written application for a leave of absence to engage in such vocational rehabilitation or education and training, will be granted leave of absence for the purpose of engaging in such vocational rehabilitation or education and training, and for an additional period not exceeding 90 days after the completion or termination of such educational and training activity.

6. A trainman who has been in the service of the Company for 90 days or more, who holds seniority rights, who is qualified for vocational rehabilitation or education and training as provided for in the Act and who makes written application for a leave of absence to engage in such vocational rehabilitation or education and training, will be granted leave of absence to engage in such vocational rehabilitation and training or education, and for an additional period not exceeding 30 days after the completion or termination of such training or educational activity.

7. The trainman, during the period of such leave of absence, will retain and accumulate seniority in his class and upon return therefrom may exercise his seniority to the extent his qualifications and accumulated seniority entitle him in accordance with the applicable agreement provisions. If the trainman, upon completion of such leave of absence, has insufficient seniority to resume active service with the Company, he will be entitled to the same privileges and benefits and subject to the same obligations under the agreement as other employees similarly situated.

8. The trainman will furnish the proper Company officer a certificate or other written evidence of the fact that during his leave of absence he engaged in the pursuit of the educational activities herein referred to. The certificate will show the date on which the activities were commenced and completed or terminated.

9. Upon giving five days' written notice of his intention, the trainman may return temporarily to the Company's service while on leave of absence, during vacation periods from such educational activities, and during such temporary returns to service he may exercise his seniority in the manner provided in paragraph 7 above.

Signed at San Francisco, California, August 6, 1945 and January 31, 1946.

AMTRAK UNIFORM AGREEMENT RESUME

GEN 116-1376 UNIFORMS

In order to implement the policy and requirements prescribed by AMTRAK for uniforms worn by conductors, brakemen, and dining car stewards on AMTRAK trains, the following will apply:

1. Those conductors and brakemen regularly assigned to passenger positions on AMTRAK trains on January 1, 1973, except as indicated in paragraph 6, will be furnished, as an initial issue only, two designated uniforms.

2. Those assigned to passenger extra boards which protect vacancies on AMTRAK trains on a full-time basis (but limited to a sufficient number to adequately protect the service), except those indicated in paragraph 6 will be furnished, as an initial issue only, one designated uniform.

3. (This paragraph deals with dining car stewards and has been omitted.)

4. (a) The above - referred - to initial issue is a one time only arrangement applicable only to the conductors and brakemen referred to therein. Following the initial issue, replacement and care of the prescribed uniform and accessories for conductors and brakemen will be in accordance with Agreement TRN 1-662. The cost thereof will be shared on an equal basis (50/50) by both the employees and AMTRAK.

(b) Conductors and brakemen who were not included in the initial issue of uniforms but who desire to become available for passenger service, either regular assigned or extra, will be required to equip themselves with the prescribe AMTRAK uniform and accessories.

5. (This paragraph deals with dining car stewards and has been omitted.)

6. Those trainmen who were not included in the initial issue of uniforms without cost, and those extra or emergency trainmen presently qualified for passenger service who stand to fill vacancies on a day-to-day basis may continue to wear the former "standard" uniform in AMTRAK service until a replacement is necessary. Subsequent to January 1, 1975, all trainmen regularly assigned to AMTRAK trains must be equipped with the designated AMTRAK uniform, except that the Company's "standard" uniform will remain as the designated uniform for trainmen working in Peninsula commute service who may continue to use it in extra AMTRAK service.

7. Trainmen will wear uniforms only when performing the service for which purchased, including time consumed going to and from work. If a trainman who has been furnished the designated uniform. entirely by AMTRAK is no longer regularly assigned to AMTRAK service or is no longer on an extra board which protects vacancies in AMTRAK service, he may be required to return said uniform to his supervisor for reissuance (if suitable) to another employee for AMTRAK service.

Signed at San Francisco, California, the 28th day of August, 1972.

COMBINED ROAD-YARD
SENIORITY AGREEMENT

GEN 154-18

In accordance with ARTICLE X - COMBINING ROAD AND YARD SENIORITY - of the AGREEMENT signed January 27, 1972, it is agreed that the seniority rosters of brakemen and switchmen shall be combined on a topped and bottomed basis as follows:

Section I - Seniority

A. Effective September 21, 1972, road brakemen who have established seniority as brakemen as of or prior to September 21, 1972, on the Southern Pacific Transportation Company (Pacific Lines) will establish seniority as switchmen on the Southern Pacific Transportation Company (Pacific Lines) by consolidating their seniority with switchmen who have established seniority as switchmen as of or prior to September 21, 1972. Such road brakemen shall retain all existing prior rights as road brakemen over switchmen who will establish seniority as road brakemen September 21, 1972. Such road brakemen will be recognized and referred to as "Prior Rights Brakemen."

B. Effective September 21, 1972, switchmen who have established seniority as switchmen as of or prior to September 21, 1972, on the Southern Pacific Transportation Company (Pacific Lines) will establish seniority as brakemen on the Southern Pacific Transportation Company (Pacific Lines) by consolidating their seniority with brakemen who have established seniority as brakemen as of or prior to September 21, 1972. Such switchmen shall retain all existing prior rights as switchmen over brakemen who will establish seniority as switchmen September 21. 1972. Such switchmen shall be recognized and referred to as "Prior Rights Switchmen."

C. Brakemen or Switchmen entering the service of the Company after September 21, 1972, shall be accorded but one seniority date and the seniority date thus acquired shall apply as a common seniority date for both road and yard service. Such employees shall have no prior rights to either road or yard service and will rank below prior rights brakemen and prior rights switchmen on the seniority rosters.

D. Nothing contained in Paragraphs A and B shall be construed as a forfeiture of any prior seniority rights held by brakemen or switchmen and all existing prior seniority rights of brakemen or switchmen shall continue in effect.

E. The Company will annually prepare and distribute a master seniority roster indicating all consolidated employees and prior right designations. There will also be prepared an alphabetical listing of these employees. Applicable agreement provisions governing issuance of seniority rosters on prior right districts will be continued in effect.

F. Subject to the conditions of this Agreement, when "Prior Rights Brakemen" transfer to yard service, their seniority standing as brakemen will govern their rights to yard service as compared to other "Prior Rights Brakemen" working in yard service. Subject to the conditions of this Agreement, when "Prior Rights Switchmen" transfer to road service, their seniority standing as switchmen will govern their rights to road service as compared to other "Prior Rights Switchmen" working in road service.

Section 2 - Application of Agreements

A. The provisions of the current agreements and interpretations thereto will continue to be applicable, i. e., when an employee works in road service, the provisions of the current road agreement will apply and when the employee works in yard service, the provisions of the current yard agreement will apply.

B. Displacement rights obtained under the application of road agreements cannot be used to effect a movement to work under yard agreements and vice versa.

Section 3 - Extra Boards

A. Separate extra boards covering road service, and extra boards covering yard service respectively, will be maintained and regulated in accordance with applicable schedule rules and/or agreements. An employee working in yard service will not be used to fill a vacancy in regular or extra road service unless the road extra board is exhausted and no assigned brakeman with home terminal at that location is available for the service. Neither will an employee working in road service be used to fill a vacancy in yard service unless the yard extra board is exhausted and there are no regularly assigned switchmen available with eight hours to work at that point.

B. If necessary to use an employee from a road extra board for temporary yard service when no switchman is available at that location, a designation will be made as to the order in which road sources of supply are to be used, and following such designations, extra roadmen will be used under agreements and practices applicable to the respective extra board.

C. If necessary to use an employee from a yard extra board in temporary road service when no roadman is available at that location, the junior extra switchman available for the road service involved will be used, except at places where the local chairman of the switchmen will give ten days notice in writing that the senior extra switchman available for the road service involved is to be used.

D. When forces are adjusted to the extent that a non-prior right employee cannot work with a reasonable degree of regularity in the same class of service, he shall place himself in the other service within five days, providing he can work in the other service with a reasonable degree of regularity and a change in his place of residence is not required.

Section 4 - Voluntary Transfers

A. Switchmen may voluntarily transfer from yard service at one point to yard service at another point as provided under yard schedule rules. Brakemen may transfer from road service at one point to road service at another point as provided under road schedule rules.

B. Employees may voluntarily transfer from yard service to road service, or vice versa, by giving five days written notice to the Superintendent or his designated representative. Transfers must be accompanied by proper transfer form obtained from Carrier's forces at the source of supply from which transferred and submitted to Carrier's forces at the source of supply to which transfer is made.

Within five days from date of transfer, the local chairman of the local with jurisdiction over the class of service at the point from which transfer is made and the local chairman of the local with jurisdiction

over the class of service at the point to which transfer is made will be notified of the names of those transferring.

C. 1. In order to be eligible for a voluntary transfer from yard to road or road to yard service, an employee who is working or can work with a reasonable degree of regularity in regular or extra service must also have sufficient seniority to work with a reasonable degree of regularity in the other service at the point to which the transfer would be made. Dependent upon the requirements of the service, transfer may be deferred until replacements are available but not to exceed ten days from date of written notice.

D. An employee who voluntarily transfers from yard to road service, or road to yard service, must remain in the service to which transferred for not less than 60 days, unless he is unable to work with a reasonable degree of regularity in regular or extra service, in which event, after completing the prescribed request forms, he may immediately transfer to the other grade of service.

Section 5 - Deadheading

The terms of this agreement shall not be construed as changing any of the provisions contained in existing schedule agreements covering deadheading. Where the Company requests in writing that an employee make a voluntary transfer, and the employee accepts, deadhead will be paid by the Company.

Section 6 - Promotion

Promotion rules are not affected by this agreement. Employees must qualify for promotion in road service, or in yard service, under schedule agreements that relate to promotion in each class of service.

Section 7 - Preservation of Existing Agreements

A. Nothing in this agreement changes the line of demarcation between yard and road service and the respective yard and road agreements are only relaxed to accommodate the express provisions of this agreement.

B. Combined seniority rights acquired under this agreement will be applicable under the terms and conditions of employee protection agreements; however, it is understood that this agreement makes no change in the terms and conditions of employee protection agreements except to recognize the expansion of work opportunities resulting from the acquisition of seniority rights under yard and road agreements.

This Agreement will become effective September 21, 1972, and will remain in effect until revised or amended in accordance with the Railway Labor Act, as amended, and will supersede all other agreements, rules, or understandings which are in conflict herewith.

Signed at San Francisco, California, the 21st day of September, 1972.

RESUME OF UNDERSTANDING RELATING TO TRANSFERS BY CUT-OFF TRAINMEN

(MERGED ROAD-YARD SENIORITY)

GEN 154-18

1. This understanding governs the application of Sections 3 and 4 of Memorandum of Agreement GEN 154-18, effective September 21, 1972 (Merged Road Yard Seniority Agreement).

2. A trainman or switchman who is reduced from a rotary extra board, or cut off, or eligible to be cut off a seniority extra board, may transfer immediately to the other grade of service after he properly completes and tarnishes a "Request to Transfer" form required by Memorandum of Agreement GEN 154-18, effective January 1, 1973 (First Service and Transfer Agreement).

3. An employee transferring under the terms of paragraph 2 may return to the former board or yard from which he transferred prior to the expiration of 60 days, if he can work with a reasonable degree of regularity, by giving five days' written notice required by Section 4 B.

4. This understanding does not revise the application of Section 3-D of Memorandum of Agreement GEN 154-18, effective September 21, 1972, relating to non-prior right employees.

Signed at San Francisco, California, January 21, 1974.

ESTABLISHING STUDENT'S SENIORITY
DATE
BY LOTTERY AGREEMENT
GEN 154-18

IT IS AGREED THAT in the application of Section 1, Paragraph C, Memorandum of Agreement GEN 154-18, dated September 21, 1972, also Article 47, Section (b), Trainmen's Agreement, and Article 12, Switchmen's Agreement, brakemen-switchmen entering the service of the Company as such on and subsequent to June 27, 1974, will establish their common seniority date for both road and yard service as follows:

1. When a group of students complete their preparatory training and examinations and are all prepared to be marked up for service on the same date, their order of standing for service will be determined by a lottery drawing. Thereafter, the first service performed by a member of said group as either a brakeman or switchman will establish the common seniority date for all other members of the group in the order determined by the lottery drawing. If more than one group of students is prepared to be marked up for service on the same date and the first service performed as a brakeman or switchman is art the same time as another group of students (or a single new employee), another lottery drawing will be held at San Francisco to determine the order of standing of each group.

2. When a single new employee is marked up for initial service as either brakeman or switchman, he will establish a common seniority date as of the time and date such initial service is performed.

This agreement shall be effective June 27, 1974, and cancels and supersedes any other agreement or portion thereof with which it may conflict, and shall remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Signed at San Francisco, California, the 22nd day of July, 1974.