

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

RULES AND SCHEDULE
OF WAGES
governing
CONDUCTORS, BRAKEMEN AND SWITCHMEN

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

Basic Rates Effective

Rules Revised Effective

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AGREEMENT

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

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

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

GENERAL RULES

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

GENERAL RULE #1: CREW CONSIST AGREEMENT

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

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

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

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

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

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

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

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

III. PERSONAL LEAVE DAYS

(a) Accumulation

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

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

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

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

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

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

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

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

(b) Granting

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

EXAMPLES:

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

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

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

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

Article 21

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

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

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

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

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

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

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

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

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

GENERAL RULE #2: DUAL SENIORITY

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

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

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

IT IS HEREBY AGREED:

SECTION I.

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

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

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

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

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

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

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

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

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

SECTION II.

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

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

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

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

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

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

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

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

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

IT IS AGREED:

SECTION I.

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

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

SECTION II.

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

SECTION III.

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

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

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

SECTION IV.

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

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

SECTION V.

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

SECTION VI.

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

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

GENERAL RULE 3: TIME LIMIT ON CLAIMS

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL RULE #4: APPLICATION FOR EMPLOYMENT

Section 1 - Probationary Period

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

Section 2 - Omission or Falsification of Information

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

GENERAL RULE #5: ROAD, YARD AND INCIDENTAL WORK

Section 1 - Road Crews

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

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

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

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

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

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

Section 2 - Yard Crews

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

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

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

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

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

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

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

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

Section 3 - Incidental Work

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

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

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

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

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

Switching Limits as They Existed on August 25, 1978

(in effect on August 25, 1978)

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

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

GENERAL RULE #6: SERVICE LETTERS

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

GENERAL RULE #7: COPY OF AGREEMENT

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

GENERAL RULE #8: DURATION OF AGREEMENT

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

GENERAL RULE #9: VACATION

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

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

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

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

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

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

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but

not earlier than the year 1960, in the application of this Section 1 (b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General

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

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

Yard Service

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

Combination of Yard and Road Service

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

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

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

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

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

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

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

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

- (a) Vacations shall be taken between January 1 and December 31 of each year.
- (b) On December 1, April 1, August 1, of each year employees (Conductors, Brakemen and Switchmen) will be requested to submit applications by the 16th of the month for vacations in each of the following four month periods: January through April, May through August, September through December.
- (c) The Carrier Officer in charge at Fort Worth, Wichita Falls and Amarillo will determine the number of employees who will be on vacation at one time, by dividing the total number of vacation weeks to be assigned in a calendar year by fifty-two (52) to determine the number of employees who will be on vacation in any week.
- (d) Employees will be assigned vacations in accordance with their requests and in seniority order. Employees in yard service on December 15, April 15 and August 15, will be assigned vacations separately from employees in road service on the same dates, i.e.,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTERPRETATION OF VACATION AGREEMENT

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

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

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

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

will be credited with seven basic days.

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

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

Interpretation of Continuous Service

Provisions of Section 1 of Vacation Agreement

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

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

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

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

(Agreements of January 20, 1955;
October 26, 1966; and June 24, 1976)

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

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

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

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

GENERAL RULE #10: PAID HOLIDAYS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MEDIATION AGREEMENT CASE NO. A-5249

ARTICLE IV

PAID HOLIDAYS, YARD SERVICE EMPLOYEES

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

Section 1 - Regularly Assigned Yard Service Employees

(a) Effective November 1, 1957, each regularly assigned yard service employee, who meets the qualifications provided in paragraph (b) hereof, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays:

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

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

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

- (b) To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished on (1) the day preceding the holiday, (2) the holiday, or (3) on the day following the holiday, will qualify for holiday pay provided he does not lay off on any of such days. If the holiday falls on the last day of an employee's work week, the first workday following his "day off" shall be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

NOTE 1: If a yard service employee working as a regularly assigned man is displaced, his assignment is abolished or the employee relinquishes his assignment (where schedule rules permit relinquishment of assignment) and he reverts to the extra board, he will be considered available if he marks himself on the extra board not later than 2-1/2 hours prior to the beginning of the next 90 minute starting time period.

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

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

NOTE 3: A regularly assigned yard service employee who qualifies for holiday pay under paragraph (b) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the workday immediately preceding or following the holiday or on the holiday. If the holiday is not an assigned workday on the new assignment, the employee would not be entitled to holiday pay.

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

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

- (c) (As amended by Agreement dated June 25, 1964) - yard service employees who work on any of the ten specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day, and the allowance of one basic day's pay provided for in paragraph (a) hereof for qualifying employees shall be in addition thereto.
- (d) In yards operating under strict seniority or mark-up boards, determination of "regularly assigned employees" for the purpose of applying the qualifying provisions of paragraph (b) hereof shall be the subject of negotiations on the individual properties.
- (e) This Article IV applies only to yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Each of the qualifying days of service provided in paragraph (b) hereof must be performed in yard service.
- (f) Existing weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay

pursuant to paragraph (a) hereof, unless the regular assigned employee fails to qualify under paragraph (b) hereof, shall satisfy such guarantee. Nothing in this Article IV shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.

- (g) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month are hereby abrogated insofar as the ten (10) holidays herein referred to are concerned.
- (h) As used in this Article, the term "workday" and "holiday" refer to the day to which service payments are credited.
- (i) Nothing in this Article IV shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of September 21, 1950, as amended.

Section 2 - Extra Yard Service Employees

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

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

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

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

(Agreement dated June 25, 1964)

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

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

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

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

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

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

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

Yard service employees who work on any of the ten specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day, and the allowance of one basic day's pay provided for in paragraph (a) of this Section 2 for qualifying employees shall be in addition thereto.

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

(e) Nothing in this Section 2 shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annual assignments on the holidays enumerated in paragraph (a) of this Section 2.

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

(g) Nothing in this Section 2 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-day Work Week) of the Agreement of September 21, 1950, as amended.

GENERAL RULE #11: ELECTRIC LANTERN AGREEMENT

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

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

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

GENERAL RULE #12: PHYSICAL EXAMINATIONS

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

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

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

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

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

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

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

GENERAL RULE #13: INTERCHANGE
(Article VII of National Agreement dated January 27, 1972)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL RULE #15: DUES DEDUCTION AGREEMENT

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

Section 1.

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

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

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

Section 2.

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

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

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

Section 7.

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

Attachment A

WAGE ASSIGNMENT AUTHORIZATION

UNITED TRANSPORTATION UNION

To:

Burlington Northern Railroad Company.

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

_____ Signature

_____ Home Address

_____ Railroad Retirement Account No.

_____ UTU Local No. Location

_____ Date

Attachment B

WAGE ASSIGNMENT REVOCATION
UNITED TRANSPORTATION UNION

To:

Burlington Northern Railroad Company.

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

_____ Signature

_____ Home Address

_____ Railroad Retirement Account No.

_____ UTU Local No. Location

_____ Date

GENERAL RULE 16: UNION SHOP AGREEMENT

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

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

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

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

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

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

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

Provided:

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

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

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

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

APPENDIX 1

Mr. _____

(Title)

(Address)

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

_____ (ORGANIZATION) hereby demands of

_____ (CARRIER) that said Carrier remove

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

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

_____ (ORGANIZATION) in accordance with the provisions

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

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

membership in _____ (ORGANIZATION) has been, during

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

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

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

_____ (EMPLOYEE) in _____

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

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

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

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

retaining membership in _____ (ORGANIZATION), as

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

Copy to: _____ (Name of Employee involved)

_____ (Street Address)

_____ (City and State)

_____ (ORGANIZATION)

By its

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

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

(a) Covered Conditions:

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

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

(b) Payments to be Made:

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

- (1) Accidental Death or Dismemberment

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

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

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

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

(2) Medical and Hospital Care

The Carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

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

(e) Payment in Case of Accidental Death:

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

(d) Exclusions:

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

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

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

(e) Offset:

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

(f) Subrogation:

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

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

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

"In consideration of the payment of any of the benefits provided in Article XI of the Agreement of July , 1968,

(Employee or personal representative)

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

Savings Clause

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

GENERAL RULE 17: EXPENSES AWAY FROM HOME:

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

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

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

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

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

NOTE: Open flame heaters are not considered suitable

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

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

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

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

- When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1 of this Article II) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$1.50.

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

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

Section 1 Effective on the date of this Agreement, Article II (Expenses Away from Home) of the June 25, 1964 Agreement is amended to cover men in train, engine or yard service called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points subject to the following additional conditions:

- (a) The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.
- (b) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

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

Agreement of July 7, 1982

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

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

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

GENERAL RULE 19: MILITARY LEAVES OF ABSENCE

IT IS MUTUALLY AGREED THAT:

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

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

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

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

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

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

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

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

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

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

(Signatures Not Reproduced)

GENERAL RULE 20: UPDATING THE AGREEMENT

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

RULE 21. REPRESENTATION

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

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