

ROAD SERVICE

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APPENDIX A-1

SOUTH PLAINS LINE

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

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

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

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

Article 3, Section 2:

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

Article 5, Section 1: Not reproduced.

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

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

NOTE: Same conditions to prevail in opposite direction.

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

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

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

Article 28, Section 1: - Not reproduced.

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

(Effective November 1, 1955)

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

IT IS AGREED:

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

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

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

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

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

APPENDIX A-2

SOUTH PLAINS LINE

IT IS AGREED:

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

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

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

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

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

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

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

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

APPENDIX B

DENVER NORTHERN

IT IS AGREED:

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

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

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

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

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

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

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

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

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

This Agreement will become effective April 1, 1980.

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

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

APPENDIX C

DALLAS TURN

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

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

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

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

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

APPENDIX D

PLAINVIEW ROAD SWITCHER

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

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

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

APPENDIX "E"

LUBBOCK ROAD SWITCHERS

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

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

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

(Excerpt from Agreement signed February 6, 1967)

[Subject to General Rule 17]

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

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

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

APPENDIX "F"

STAMFORD ROAD SWITCHER

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

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

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

APPENDIX G

INTERDIVISIONAL SERVICE

(Article IX of the 1985 UTU National Agreement)

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

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

Section 1 - Notice

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

Section 2 - Conditions

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

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

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

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

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

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

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

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

Section 3 - Procedure

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

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

Section 4 - Arbitration

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

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

Section 5 - Existing Interdivisional Service

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

Section 6 - Construction of Article

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

Section 7 - Protection

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

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

APPENDIX H

AMARILLO - WICHITA FALLS I. D. SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX I

WICHITA FALLS - ABILENE I. D. SERVICE

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

1. In the operation of intradivisional service between Wichita Falls and Abilene, initially there will be one crew assigned to such service with home terminal at Wichita Falls, Texas.

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

3. Crew assigned to these runs will not be used in turnaround service short of their designated terminals except in cases where it is impossible to reach the designated final terminal due to impassable track. If crews are tied up between terminals for any reason they shall be deadheaded or towed to the terminal to which headed immediately after being tied up. If an employee is used off his turn he will be made whole.

4. Employees operating in the service outlined herein will be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less for all miles run over 100.

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

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

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

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

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

APPENDIX J

DEADHEADING BY BUS

It is agreed:

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

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

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

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

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

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

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

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

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

APPENDIX K

M-K-T JOINT TRACKAGE AGREEMENT

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

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

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

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

APPENDIX L

NORTH YARD AGREEMENT (ROAD)

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

IT IS AGREED:

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

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

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

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

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

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

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

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

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

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

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

APPENDIX M

LOCKER AND TOILET FACILITIES

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

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

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