

ROAD SERVICE INDEX

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ROAD SERVICE

ARTICLE 1.

KEEPING TIME.

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

ARTICLE 2.

RATES OF PAY.

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

CAR INCREMENT RATES

FREIGHT SERVICE

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

Basis of Pay

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

Amounts to be added to basic daily road freight rates:

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

Section 2. Duplicate time Payments

(Excerpt from October 31, 1985 National Agreement)

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

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

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

Section 3. Rate Progression - New Hires

(Excerpt from October 31, 1985 National Agreement)

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

ARTICLE 3.

PASSENGER SERVICE

(Not Reproduced)

ARTICLE 4.

LOCAL FREIGHT SERVICE

Section 1. Rates of Pay

Local freight rates will apply for local freight Trainmen.

Section 2. Mixed Runs

Trainmen on mixed runs will receive local freight rates.

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

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

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

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

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

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

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

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

ARTICLE 5.

WORK TRAIN SERVICE

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

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

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

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

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

ARTICLE 6

THROUGH FREIGHT SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7.

BASIC DAY AND OVERTIME - ROAD SERVICE.

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

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

Section 2. Miles in Basic Day and Overtime Divisor

(Excerpt from October 31, 1985 national Agreement)

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

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

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

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

Section 3. More Than One Class of Road Service Rule

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

(a) Payment

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

(b) This rule applies to:

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

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

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

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

Section 5. Initial Terminal Delay-Freight Service

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

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

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

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

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

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

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

Section 6. Final Terminal Delay, Freight Service

(Excerpt from October 31, 1985 National Agreement)

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

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

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

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

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

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

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

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

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

Section 7. Work at Final Terminal-Freight Service

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

NOTE: This section 7

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

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

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

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

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

ARTICLE 8.

DEFINING A TRIP.

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

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

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

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

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

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

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

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

For example:

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

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

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

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

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

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

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

ARTICLE 9

CIRCUS TRAINS

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

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

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

ARTICLE 10.

ASSIGNED RUNS.

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

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

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

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

ARTICLE 11.

DOUBLING AND RUNNING FOR FUEL AND WATER.

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

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

ARTICLE 12.

PILOTS.

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

ARTICLE 13.

TRAINMEN CALLED AND RELEASED--HOW PAID.

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

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

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

ARTICLE 14.

RUNNING CREWS OFF HOME DISTRICTS.

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

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

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

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

ARTICLE 15.

FREIGHT TRAINMEN HANDLING PASSENGER TRAINS.

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

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

ARTICLE 16.

CALLING CREWS.

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

ARTICLE 17.

BEGINNING AND ENDING OF DAY.

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

ARTICLE 18.

DOUBLEHEADING.

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

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

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

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

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

ARTICLE 19.

TRAINMEN ATTENDING COURT.

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

ARTICLE 20.

DEADHEADING.

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

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

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

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

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

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

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

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

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

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

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

Section 2. Payment When Deadheading and Service Are Combined

(Excerpt from the October 31, 1985 National Agreement)

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

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

Section 3. Payment for Deadheading Separate From Service

(Excerpt from the October 31, 1985 National Agreement)

When deadheading is paid for separate and apart from service:

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

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

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

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

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

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

Section 4. Application

(Excerpt from the October 31, 1985 National Agreement)

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

Section 5. Former FW&D Application

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

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

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

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

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

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

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

ARTICLE 21.

PROMOTION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Text of Agreement dated November 18, 1987)

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

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

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

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

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

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

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

ARTICLE 22.

REDUCTION OF FORCE.

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

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

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

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

ARTICLE 23.

TRANSPORTATION.

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

ARTICLE 24.

TRAINMEN RETAINING THEIR RIGHTS.

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

ARTICLE 25.

LEAVE OF ABSENCE.

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

ARTICLE 26.

VACANT RUNS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Questions and Answers

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

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

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

A. #2 Yes.

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

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

(c) Combined Yardmen-Brakemen Extra Board.

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

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

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

Question and Answer

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

A. #1 Yes

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 27.

TESTING AIR BRAKES AND EQUIPPING CABOOSES.

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

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

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

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

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

(1) Between engine and first car;

(2) Between engine and caboose;

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

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

(5) Between caboose and rear car.

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

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

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

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

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

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

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

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

ARTICLE 28.

POOL CABOOSES.

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

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

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

(f) Oil stoves or equivalent

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

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

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

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

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

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

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

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

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

ARTICLE 29.

RIGHT OF INVESTIGATION.

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

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

ARTICLE 30.

SELF-PROPELLED MACHINES

(Excerpt from June 24, 1964 National Agreement)

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

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

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

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

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

ARTICLE 31.

REST AT TERMINALS

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

ARTICLE 32.

HOURS OF SERVICE.

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

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

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

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

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

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

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

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

ARTICLE 33.

CHAINING UP AND BRASSING CARS.

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

ARTICLE 34.

WHO ARE PERMITTED TO ACT AS CONDUCTORS

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

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

ARTICLE 35.

HELD AWAY FROM HOME TERMINAL RULE.

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

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

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

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

ARTICLE 36.

ROAD SWITCHER SERVICE - ASSIGNED LIMITS.

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

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

Section 2. Reduction in Work Week

(Excerpt from October 31, 1985 National Agreement)

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

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

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

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

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

ARTICLE 37.

RULINGS AND SPECIAL AGREEMENTS.

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

ARTICLE 38.

DURATION OF THE AGREEMENT.

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

For UTU:

For Burlington Northern:

General Chairman

Assistant Vice President
Labor Relations

International Vice President
Approved