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YARD SERVICE

RULE 1. RATES OF PAY

Section 1. Basic rates of pay, subject to cost-of-living adjustments of the October 31, 1985 National Agreement, in yard service will be preserved and up-dated. 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.

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.

RULE 2. BASIC DAY AND OVERTIME

(a) Eight (8) hours or less shall constitute a day's work.

(b) Assigned Men - Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights from one assignment to another, all time worked by assigned men in excess of eight hours' continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate.

This rule applies to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Appendix A (five day work week rule) shall be paid for at the straight time rate.

QUESTION:

What compensation should be allowed for additional service where a crew is regularly assigned to work 12:00 midnight to 8:00 A.M. and (service performed not affected by exceptions outlined in Rule 2):

1. Is required to cover the third shift on the same day--4:00 P.M. to 12:00 midnight?
2. Is required in an emergency to work 8:30 A.M. until 11:30 A.M.?
3. Is required in an emergency to work 8:00 P.M. to 12:00 midnight (four hours) on the same day?

4. Is given 48 hours' notice and assignment is moved up an hour, starting at 11:00 P.M. and being relieved at 7:00 A.M. and consequently in the 24-hour period, works nine hours, but not more than eight hours on a shift?

ANSWER

1. Eight hours at time and one-half.
2. Eight hours at time and one-half.
3. Eight hours at time and one half.
4. On account of complying with the 48-hour provisions, which make it permissible to change beginning time, crews only entitled to a minimum day.

The questions and answers under this article are illustrative only. The designation of shifts does not necessarily follow those in effect.

(c) Extra Men - Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods; working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a 24-hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

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

- (1) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

(2) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service," as used in this paragraph (2), shall not apply to employees paid road rates, but governed by yard rules.)

(3) Where an extra man commences work on a second shift in a 24-hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A 24-hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

(4) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

(5) Except as modified by other provisions of this rule, an extra employee working on one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift; the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

(d) QUESTION

What compensation should be allowed an extra man who is called at 4:00 A.M., relieves a regular man who is covering an assignment 12:00 midnight to 8:00 A.M., and the assignment works until 9:00 A.M., regular switchman working four hours, extra switchman working five hours, remainder of crew working nine hours?

ANSWER

Extra man will receive a minimum day only.

(e) Regularly assigned helpers used as foremen on other crews will not be considered as exercising seniority under Section 3(a) of Appendix "A" unless such service is requested by them. When regularly assigned foremen are required to double as helpers they will receive the foreman's rate at time and one-half, except if regularly assigned foremen work on their rest days, they will be compensated at the rate of the job worked, whether it be foreman or helper.

(f) Regular switchman required to work their maximum hours will, if their assignment is worked, resume service when their rest period is up under the Federal Law; and then be permitted to work eight hours or paid therefore.

(g) Overtime may be required in order to finish work that the crew is performing at the expiration of the assignment period or in emergencies.

(h) When a crew is assigned and commences on a different type of work or to serve another industry not later than two (2) hours after the regular assigned off-duty time, yard crew may be continued on duty until work is completed and they arrive back at their relief point; all time held or worked (including work performed under (g) above and (j) below) in excess of regular eight-hour assignment, will be paid for as overtime under this rule.

(i) When a crew is required by proper authority to commence a different type of work or to serve another industry after the expiration of two hours from the regular assigned off-duty time, allowance of eight hours at the punitive rate will be made as compensation for all time held or worked, (including work performed under (g) above and (j) below) in excess of the regular eight-hour assignment, unless there are not sufficient

men available as provided by Rule 10 to comprise an extra crew, in which event the penalty will not apply.

(j) During the time yard crew is held to perform such work, any switching may be performed until the work for which it is held develops at which time yard crew will perform work for which held and when that work is finished, they will be relieved from duty upon arriving back at their relief point.

(k) It is understood that proper notice will be given yard crew before the expiration of their eight-hour assignment when to be held for work not existing at the end of assignment.

(l) This rule will not apply to yards where only one shift is worked.

RULE 3. CONSIST OF CREWS

Switch crews shall consist of a foreman and two helpers, subject to the provisions of General Rule 1. The use of a third helper on certain crews at Fort Worth, Texas, and at Amarillo, Texas, is covered by Appendix "B".

RULE 4. ASSIGNMENTS

(a) Switchmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of the crew. So far as it is practicable, assignments shall be restricted to eight hours' work.

(b) Regular switch crew assignments shall be advertised by number designation which will indicate the general area in which such assignments will usually work. This will not prevent any switch crew assignment from performing work anywhere within the switching limits of the yard involved, including deliveries of interchange to other railroads, but crews will not arbitrarily be required to exchange work for an entire shift.

(c) Since it is recognized that conditions and switching requirements do change from time to time, the Management reserves the right to revise the numbers and designated general areas of such regular switch crew assignments, posting revised advertisement accordingly.

RULE 5. POINT FOR BEGINNING AND ENDING DAY

Switch crews shall have a designated point for going on duty and a point for going off duty. The point for going on and off duty will be governed by local conditions. In certain localities, instructions will provide that the switchmen will report at the hump, others at yard office and others at engine house or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location. It is understood that switch crews shall be relieved at same point where they report for duty.

RULE 6. STARTING TIME

(a) Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least forty-eight (48) hours' advance notice.

(b) Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 A.M. and 8:00 A.M.; the second, 2:30 P.M. and 4:00 P.M.; and the third 10:30 P.M. and 12:00 midnight.

(c) When two shifts are worked in continuous service, the first shift may be started during any one of the periods named in (b).

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

(e) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in (b) or (d).

(f) At points where only one yard crew is regularly employed, they can be started at any time, subject to (a).

(g) Where mutually agreeable, on account of condition produced by having two standards of time, starting time may be changed one hour from periods above provided.

(h) Exceptions to starting time rules may be agreed upon by the Management and General Committee to cover local service requirements.

RULE 7. CALCULATING ASSIGNMENTS AND MEAL PERIODS

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

RULE 8. LUNCH TIME

(a) Switch crews will be allowed twenty (20) minutes for lunch between four and one-half (4-1/2) and six (6) hours after starting work without deduction in pay.

(b) It is understood that except in emergencies, switchmen will not be required to take their meal periods out of doors, but will be allowed the use of the switch shanty or other suitable buildings that may be located within a reasonable distance from their work and permissible for such use.

(c) Switch crews will not be required to work longer than six (6) hours without being allowed twenty (20) minutes for lunch, with no deduction in pay or time therefor.

QUESTION

If through some unforeseen circumstance, a switch crew is on duty say fourteen hours, would the crew be entitled to a second period of twenty minutes in which to eat, and if so, when would it begin?

ANSWER

This rule applies to both the first and second lunch periods. Crew would be entitled to the second lunch period within six hours after completing the first lunch period. In either case, switchmen will not be worked longer than six hours without being given an opportunity to eat.

NOTE

When switchmen are required to double they will be allowed a reasonable time between the end of the first and beginning of the second shift to secure a warm meal, if possible, within a reasonable distance. A reasonable time means not exceeding 45 minutes. When they do not choose to take a meal period between the end of the first and beginning of the second shift, they are entitled to this privilege when the meal period is taken.

RULE 9. REGULATING ROTARY EXTRA BOARD

(a) At points where a rotary extra board is in effect, the designated operating officer and the local chairman shall cooperate in regulating extra lists so that the switchmen assigned thereto and available for service may earn a minimum of eight (8) days and a maximum of ten (10) days, exclusive of days on which such employees lay off

on their own accord in any payroll period for use in adjusting the extra board. Check will be made once each payroll period when requested by the local chairman or designated operating officer for the preceding payroll period. When the average falls below eight (8) days, based on the number of extra switchmen actually available for service each day, the extra list will be reduced by furloughing the necessary number of junior switchmen. Likewise, when the average is more than ten (10) days, based on the number of extra switchmen actually available for service each day, the extra list may be increased by recalling furloughed switchmen or employing additional switchmen. This will not restrict the right of the Carrier to increase the extra list between check periods when business warrants, provided such increase will not reduce the average below eight (8) days in that payroll period.

(b) Paragraph (a) shall not in any manner be construed as establishing a guarantee.

RULE 10. EXTRA MEN

(a) **Foremen and Helpers.** Extra switchmen will be worked first-in first-out on a rotary basis in filling temporary vacancies of ten days or less, and this will continue until assignment is made in accordance with paragraph (a) of Rule 18.

(b) **Foremen and Helpers.** Extra switchmen will be considered "first-in" at the expiration of eight (8) hours from time assignment began work. When switchmen are prevented from working in their turn because of the effect of Hours of Service Law, no runaround claim will be paid.

(c) **Foremen and Helpers.** Extra switchmen who are laying off will report themselves available for duty at 11:00 A.M. and will be marked up in their place on the extra board at that time. Such extra switchmen not reporting themselves available for

duty at the mark-up time of 11:00 A.M. daily will not be marked up on the extra board until 11:00 A.M. the following day unless the extra board is exhausted.

(d) **Foremen and Helpers.** When an extra switchman is not available for call and thereby misses a regular shift or extra shift that goes to work within the three periods for regular shifts to commence duty, he will not be eligible to work again until the expiration of sixteen (16) hours from the time shift for which he missed call went to work unless the extra board is exhausted, at which time he will be marked up at foot of the board. This provision will not apply to calls for road service.

(e) **Foremen and Helpers.** When an extra switchman misses a call on an extra assignment that is called at other times than during the periods that regular assignments go to work, he will hold his place on the extra board provided he is available for call the following period in which regular assignments go to work.

(f) **Foremen and Helpers.** The following will govern in connection with filling temporary vacancies:

(1) Article 7 of General Rule 1 will apply before doubling of switchmen.

(2) If no switchmen are available pursuant to the provisions of Article 7 of General Rule 1, then the senior rested regular assigned men on their "days off" in the starting time group in which the vacancy occurs will be used. If none available, then the senior rested regular assigned men on their "days off" with eight hours to work should be used in each case provided the double or eight-hour tour of duty will not interfere with their being able to work in their regular assignment. In the application of the above, a switchman will not be allowed to work more than one shift on his "days off" when other switchmen on their "days off" are available for service under this rule.

(3) If no extra men or regular assigned men on their "days off" are available, then the senior rested regularly assigned men should be used; if none available, then the senior regularly assigned men with eight hours to work should be used, provided the double or eight-hour tour of duty will not interfere with their being able to work on their regular assignment.

(g) **Foremen.** In filling foremen vacancies of less than ten (10) days' duration, senior assigned helpers on such crew, including extra board men called for vacancy, if qualified, will be given choice of positions; if the senior qualified foremen assigned as helpers on that assignment do not desire to work as foremen, the junior qualified foreman assigned as helper on that crew (either regular or extra) will be required to fill the foreman vacancy.

If foreman vacancy is not filled, the following order will govern:

- (1) Will be filled from the extra board.
- (2) Will be filled according to the provisions of Article 7 of General Rule 1.
- (3) The senior available foreman in the starting time group off on rest days.
- (4) The senior available foreman off on rest days.

(h) **Foremen.** Foremen will register their names with the Yardmaster when they desire service on their "days off." Foremen who have so registered will be given preference in the following order: First, by the senior foreman who has so registered in the starting time group; second, if none in the starting time group, then by senior foreman who has so registered. Foremen who have not so registered will not claim nor be allowed time when not called on "days off."

(3) If no extra men or regular assigned men on their "days off" are available, then the senior rested regularly assigned men should be used; if none available, then the senior regularly assigned men with eight hours to work should be used, provided the double or eight-hour tour of duty will not interfere with their being able to work on their regular assignment.

(g) **Foremen.** In filling foremen vacancies of less than ten (10) days' duration, senior assigned helpers on such crew, including extra board men called for vacancy, if qualified, will be given choice of positions; if the senior qualified foremen assigned as helpers on that assignment do not desire to work as foremen, the junior qualified foreman assigned as helper on that crew (either regular or extra) will be required to fill the foreman vacancy.

If foreman vacancy is not filled, the following order will govern:

- (1) Will be filled from the extra board.
- (2) Will be filled according to the provisions of Article 7 of General Rule 1.
- (3) The senior available foreman in the starting time group off on rest days.
- (4) The senior available foreman off on rest days.

(h) **Foremen.** Foremen will register their names with the Yardmaster when they desire service on their "days off." Foremen who have so registered will be given preference in the following order: First, by the senior foreman who has so registered in the starting time group; second, if none in the starting time group, then by senior foreman who has so registered. Foremen who have not so registered will not claim nor be allowed time when not called on "days off."

(i) **Foremen.** Swing helpers referred to in Appendix B will not be used as foremen except when a foreman is not available under the provisions of this rule or in case of emergency.

RULE 11. CALLING EXTRA MEN

(a) Extra employees not assigned to vacancies of ten days or more and having had legal rest period will be available for call by telephone one hour and thirty minutes in advance of starting time of each regular yard shift.

(b) Extra men called and reporting and not used shall be allowed one-half day at the rate of pay of job for which called and retain their standing on the board. If not used before expiration of twenty-four hours from the time first called for, full day shall be allowed.

(c) Switchmen who are runaround shall be allowed four hours and stand first out, but if not called within eight hours, then one day will be allowed and stand last out, except when switchmen require rest. Rate applied will be that of job not called for.

RULE 12. SENIORITY

(a) Seniority rights of switchmen will date from the time they enter the service continuous in yard or terminal where employed. A switchman will be considered qualified to perform service as foreman after having at least ninety (90) days' actual experience in the yard in which employed.

(b) Senior switchman, if qualified, shall have choice of positions, subject to the provisions of General Rules 1 and 2.

(c) Switchman will not be adjudged incompetent to perform the duties of a foreman without an investigation, including field test if considered pertinent. If

disqualified as a foreman, he will be restricted to the classification of helper for a period of six (6) months before being eligible for reinstatement as foreman.

RULE 13. PROMOTION

In the appointment of yardmasters and assistant yardmasters, the oldest qualified switchman shall be given full consideration.

RULE 14. SENIORITY LIST

(a) A crew board shall be kept in the yard office upon which assigned crews and extra men shall be registered.

(b) Switchmen shall have access at all times to a seniority list to be posted in a convenient place in the yard office, and the list shall be corrected at least each six months. Two copies each to be furnished the General and Local Chairman.

RULE 15. LAYING OFF

(a) Request of switchmen to lay off will be granted when extra men are available to relieve them. The approximate time desired to be off will be indicated at time request is made.

(b) Request for lay-off in excess of fifteen (15) days will require the approval of Trainmaster, and in excess of thirty (30) days will require the approval of Superintendent.

(c) Not less than four hours' advance notice will be furnished before resuming duty.

RULE 16. LEAVE OF ABSENCE

(a) Employees serving on Committee work will, on sufficient notice, be granted leave of absence and such free transportation as is consistent with the regulations of the railroad.

(b) Any employee covered by this agreement accepting a supervisory position on this property or an official position in the service of this company or any of the Burlington Northern System, or being employed exclusively by the United Transportation Union, will retain his seniority rights.

(c) Leave of absence will not be granted to exceed sixty (60) days.

RULE 17. REDUCTION IN FORCE

(a) Switchmen absent on account of reduction in force shall have the privilege of working elsewhere during such leave of absence, subject to call to return if needed.

(b) Switchmen 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).

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 switchman 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.

(c) When it becomes necessary to reduce the number of regular switch crews, the employees on such regular switch crews who are affected by such reduction will be notified sixteen (16) hours before the change is made, subject to the interpretation described in the following example, which is to be considered as typical only and is given to describe the possible working of the rule.

A regular yard engine is assigned to work from 8:00 A.M. to 4:00 P.M. Carrier desires to discontinue this yard engine at the close of business as of today. Therefore, the crew on that regular yard engine will be notified to that effect not later than 4:00 P.M. today, which notice is understood to be sixteen hours' advance notice. Expressed briefly, the sixteen hours' notice will be given sixteen hours before the yard engine is due to begin its next shift.

(d) When an additional switch crew is worked for three days on the same shift, it will be advertised as a regular assignment but does not have to be worked during the advertisement period. The assignment will be worked at least one day following expiration of advertisement before being cancelled.

RULE 18. VACANCIES

(a) **Assignments** - In yards where yard crews are relieved as a unit for the purpose of assigned rest days, this paragraph will be applied as follows: Temporary vacancies* shall be advertised at the expiration of ten (10) days for a period of five (5) days and filled by the senior switchman making written application for same. Assignments will be closed at 10:00 a.m. at the expiration date of advertisement, and assignment will be made by 2:00 p.m. on date assignment expires. If no applications are received, the junior qualified extra switchman will be assigned and cannot return to the extra board until there is a qualified switchman junior to him on the extra board. A change in starting

time of ninety minutes or less will not be considered a new position. (*A temporary vacancy becomes a permanent vacancy at the expiration of ten (10) days.)

(1) In yards where yard crews are relieved as a unit for the purpose of assigned rest days, this paragraph shall be applied as follows: New positions and permanent vacancies shall be promptly advertised for a period of five days and filled as provided by paragraph (a) of this rule. At the end of 48 hours, the senior man working in that particular yard, upon written application, will be allowed to hold the job until the expiration of the five (5) day period.

(b) In yards where members of a yard crew are relieved individually instead of as a unit for the purpose of assigned rest days, this paragraph shall be applied as follows: Temporary vacancies* shall be advertised at the expiration of ten (10) days for a period of five days and filled by the senior switchman making written application for same. Assignments will be closed at 10:00 a.m. at the expiration date of advertisement, and assignment will be made by 2:00 p.m. on date advertisement expires. If no applications are received, the junior qualified extra switchman will be assigned and cannot return to the extra board until there is a qualified switchman junior to him on the extra board. A change in starting time of ninety minutes or less will not be considered a new position. (*A temporary vacancy becomes a permanent vacancy at the expiration of ten (10) days.)

(1) In yards where members of a yard crew are relieved individually instead of as a unit for the purpose of assigned rest days, this paragraph shall be applied as follows: New positions and permanent vacancies shall be promptly advertised for a period of five days and filled as provided by paragraph (b) of this rule, except permanent vacancies will not be advertised if filled under paragraph (c) by a displaced switchman within twenty-four hours from tie-up time of position vacated. At the end of 48 hours,

the senior man working in that particular yard, upon written application, will be allowed to hold the job until the expiration of the five (5) day period.

(c) A switchman displaced by a senior switchman or who has been off for any reason a sufficient time to lose his regular job may displace on twelve hours' advance notice to proper officer, or be permitted to exercise his seniority on any permanent vacancy by giving proper officer three hours' notice in advance of starting time of the job. In connection with a permanent vacancy this will be considered the same as placing formal bid.

(d) No switchman will change from one job to another unless a vacancy occurs, without giving not less than five (5) days' notice in writing to the proper authority of his intention to displace another switchman, junior in seniority. Such notice will be effective on the first assigned day off of the new assignment.

(1) A switchman in the exercise of seniority who changes assignments to a vacancy or a new position, will take the conditions of the assignment, but will not be permitted to work more than five straight time eight-hour shifts in the work week of the assignment which he had at the time of his change of assignment, unless displaced or a new vacancy (other than job vacated) occurs.

(2) No switchman will relinquish regular assignment for extra board without giving five (5) days' notice in writing to the proper authority, unless displaced.

NOTE: It is agreed that the intent and purpose of paragraphs (d), (1) and (2) above is to prevent switchmen from working more than five consecutive days by voluntarily displacing other men or exercising seniority on vacancies. This does not apply to switchmen displaced and will not conflict in the application of Section 5 of Appendix "A".

RULE 19. SELF-PROPELLED WORK EQUIPMENT MACHINES

(a) All yard work where switch crews are maintained shall be done by switchmen except as provided in paragraphs (b), (c), (d) and (e) of this Rule.

(b) Road trainmen shall have the right to man work trains that are operated partly within switching or yard limits and partly on the road adjacent to such yard or switching limits.

(c) Self-propelled pile drivers, clamshells, bridge derricks, rail detector cars and other self-propelled work equipment machines, etc., which cannot be removed from the track by manpower, working wholly within yards where switchmen are employed and handling more than one car at the same time other than tank and/or idler car will be manned by a crew consisting of one foreman and helper. If the machine or not more than one car is handled other than tank and/or idler, crew will consist of foreman only.

(d) Where more than one self-propelled machine is used on one and the same job at the same location, working alternately or simultaneously, only one such crew will be required.

NOTE: It is understood the reference to "one car" in paragraphs (c) and (f) means handling one car at a time other than tank and/or idler car.

(e) It is understood the Woolery or similar type weed burner will be manned by foreman only.

(f) The use of self-propelled machines used exclusively at material yards, tie plants, shops, roundhouse, storehouse, sand house, slag, sand and gravel pits, without switchmen is restricted to the handling, setting out or picking up of not more than one car from one track to another which have been set by yard crews for loading or

unloading. If switching or moves other than provided in this paragraph are required, they will be made by switchmen.

(g) Rail laying machines of the Burro type may be used without a switchman when working with a maintenance gang in laying or picking up rail.

(Excerpt from June 25, 1964 National Agreement)

Section 1(b). Yard Service - A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time a yard brakeman (helper) will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

Section 2. Rules or practices under which a locomotive engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work for which such machines are designed are retained.

Section 3. Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

RULE 20. FOOTBOARD YARDMASTERS

(a) When engine foremen are required to act as footboard yardmasters they will be paid for the time required to be on duty, regardless of the number of hours worked by the engine.

(b) Engine foremen acting as footboard yardmasters will be paid not less than two-thirds of one hours' pay in excess of the yard conductor's (foreman) daily rate.

NOTE: When yard engine foremen are required to take instructions and give them to other yard crews or direct the movement of road crews or do any work that is ordinarily performed by a yardmaster they will be entitled to the differential for footboard yardmaster that is specified in (b) hereof.

RULE 21. COUPLING AND UNCOUPLING AIR, SIGNAL AND STEAM HOSE

(a) The use of switchmen to couple or uncouple air, steam and signal hose at Fort Worth, Wichita Falls, Childress and Amarillo may be required by order of Yardmaster, footboard yardmaster or other officers within the defined general switching limits at terminal. Each member of the yard crew performing such service will be paid an independent allowance of \$6.56 and this payment will not be duplicated irrespective of how many times air, signal and steam hose may be coupled during that particular tour of duty. (***) (Subject to Rule 1, Section 2 hereof) The allowance herein provided for shall not be applicable or payable when switchmen are required to couple or uncouple air, signal and steam hose as follows:

(1) Between engine and car, engine and caboose, or engine and another engine.

(2) Between cars or between engine and cars where switchmen cut railroad crossings, street or road crossing to permit traffic to use such railroad, street or road crossing.

(3) When air hose coupling break after having been made by carmen.

(4) Making air hose coupling in connection with a double-over, this exception is confined to the final movements of doubling trains or transfer deliveries together after coupling is completed, and does not have reference to the switching of cars from one track to another.

(b) Switchmen will not be required to couple or uncouple signal and steam hose, or more than one coupling or uncoupling of air hose, between engine and first car on passenger equipment where carmen are on duty.

(c) Nothing in this Rule shall be construed as intending that only switchmen may perform the functions outlined in the exceptions herein.

(d) The independent allowance provided for herein shall be paid separate and apart from the work day, and will not be considered as an arbitrary or special allowance subject to be increased in present or in future negotiations but shall remain separate and apart from all other compensation.

(e) It is understood that switchmen will not be required to couple or uncouple air hose on cars that are not switched or otherwise handled by them.

RULE 22. SAFETY APPLIANCES

(a) Switchmen will not be required to work more than one shift with an engine unless equipped with side steps, grab iron and suitable lights.

(b) Switchmen will not be required to couple or uncouple safety chains or curtains on either passenger or freight cars, nor shall they be required to chain up cars where car repairers are maintained.

RULE 23. INVESTIGATING PROCEDURES

(a) No switchman will be dismissed or sustain an entry upon his service record until after a fair and impartial investigation has been held, except switchmen may waive investigation and accept responsibility and discipline in the form of an entry on their service record or temporary suspension not to exceed thirty calendar days. In case of suspension, waiver of investigation will specify period of suspension.

(b) All investigations will be held promptly, and if the presence of an employee is desired he will be notified in writing or by telegraph of the date, hour, place and purpose of the investigation and he will be given forty-eight (48) hours if necessary from receipt of notice in which to arrange for representation.

(c) The investigation date will not be set later than ten (10) days from the date of an accident or alleged violation of operating rules except that personal cases will be subject to the ten (10) day limit from the date information is obtained.

(d) At the investigation the employee may present witnesses in his behalf and may be assisted by one or more duly accredited representatives or an employee of his choice. Employees attending investigations may hear all testimony offered and they and their representatives will be afforded opportunity to question witnesses after the investigating officer has concluded his interrogation of the witness. All testimony will be entered verbatim into the record of the case and a copy of the record will be supplied Local or General Chairman upon request.

(e) Decision shall be rendered within thirty (30) days following the investigation and written notice will be given each employee to whom discipline is assessed and the employee will receipt for same. The right of any employee to appeal from the decision of the Company through regular channels is conceded.

(f) Switchmen required by the Carrier to attend investigations, when not found at fault, will be paid:

(1) If investigation is conducted continuous with completion of the working shift or is started not to exceed one (1) hour after completion of shift, or is started not to exceed one (1) hour in advance of the starting time of shift, work and time in attendance at investigation shall be combined and paid for on continuous time at pro rata rate of pay.

(2) If investigation is conducted during work shift, no additional payment will be made for attending investigation.

(3) If investigation is not held as outlined in Items 1 and 2 hereof, switchmen not found at fault will be paid for actual time so held with a minimum of four hours at pro rata rate, this time to commence on arrival at place where investigation is to be held and to continue until released.

(4) If switchman is unable to work the same day because of attendance at investigation, and it is an assigned working day for him, no compensation will be allowed under this rule but he will receive pay for time lost, if not found at fault.

NOTE: Provisions of this paragraph (f) are not applicable (1) to switchmen attending investigation held because of a complaint made by one employee against another, or (2) to switchmen desired by employees as their witnesses under paragraph (b) of this Rule 24 unless, in advance of or during the investigation, it is determined that the witness has information essential to the matter under investigation.

(g) Any appeal from such decision will be handled under the provisions of General Rule 3.

RULE 24. COMPLAINTS

All charges and reports made against any switchman by another switchman shall be made in writing and the accused furnished with a copy of same. Verbal complaints will not be entertained.

RULE 25. HELD OFF ON COMPANY BUSINESS

Switchmen held off on Company business will be paid actual time lost and when necessary to leave home, will be allowed their legitimate expenses. This applies to extra men as well as regular men.

RULE 26. SPECIAL ALLOWANCES

(a) Subject to General Rule 5, where regularly assigned to perform service within switching limits, switchmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service. (Pursuant to Rule 1, Section 2, hereof.)

RULE 27. INTERPRETATION OF AGREEMENT

Rulings made by the proper general officer of the railroad with reference to any article of the agreement will be made in writing, and General Chairman of the United Transportation Union - party to the agreement - will be given a copy. It is conceded that the General Chairman has the right to challenge any interpretation or ruling within

fifteen (15) days; when such challenge is made, the proper officers of the Carrier will meet with the General Chairman within ten (10) days to endeavor to reach an agreement on the interpretation or ruling in question.

RULE 28. FOREMEN HANDLING INTERCHANGE REPORTS.

Yard foremen will be allowed an arbitrary payment of thirty (30) minutes at pro rata rate when required to deliver per diem reports and/or waybills in interchange on cars not actually handled by them at the time interchange is made. (Pursuant to Rule 1, Section 2, hereof).

RULE 29. DURATION OF AGREEMENT

The rates of pay, rules and working conditions contained herein constitute the agreement between the Fort Worth and Denver Railway Company and United Transportation Union for switchmen, effective September 16, 1960, as revised _____, and shall continue in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

For: UNITED TRANSPORTATION
UNION

For: BURLINGTON NORTHERN
RAILROAD COMPANY

General Chairman

Assistant Vice President
Labor Relations

APPROVED:

International Vice President

YARD SERVICE APPENDIX

Appendix A Article 3 of the Five Day Work Week Agreement

Appendix B Swing Helper Agreement

1) Ft. Worth

2) Amarillo

Appendix C American Elevator and Storage Company Agreement

Appendix D Heard Elevator Agreement

Appendix E North Yard Agreement (Yard)

APPENDIX A

FIVE DAY WORK WEEK

EXCERPT FROM AGREEMENT OF SEPTEMBER 21, 1950

ARTICLE 3

Section 1

(a) Effective October 1, 1950, the carriers will establish for all employees represented by the United Transportation Union, a work week of 5 basic days. Except as otherwise provided in this agreement, the work week will consist of 5 consecutive days with two days off in each seven. The foregoing work week rule is subject to all other provisions of this agreement.

(b) The designated officer or officers on each railroad and the representative or representatives designated by the Union will meet prior to October 1, 1950 and agree on details and methods for rebulletining and reassigning jobs to conform with the 5-day week. After all initial changes have been made to place the 5-day week in effect, subsequent changes will be made in accordance with schedule agreement rules.

Section 2

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

Section 3

(a) When service is required by a carrier on a day off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by combination of regular and regular relief assignments or by extra employees (existing

rules or practices under which unassigned employees may be used are preserved). Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have 5 consecutive days of work with designated days of service. They may have different starting times on different days within the periods specified in the starting time rules, and different points for going on or off duty on different days. Bulletins for regular relief assignments will contain a brief description of the general work comprehended but such descriptive title will not be a limitation as to the work which may be required of a relief crew. The general intent is to define as far as practicable work to be performed by relief crews. In a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

As far as practical regular relief assignments for crews or individuals shall be confined to two different starting time periods but this will not prohibit an assignment within three different starting time periods when necessary relief assignments cannot otherwise be set up at straight-time rates.

(b) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) of this Section 3.

(c) Regular relief assignments for yard crews will be established for the crew as a unit wherever practicable. However, in situations where it is impractical to relieve crews as a unit, the designated days off need not be the same for individual members of a crew. It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work to be performed. Representatives of the carrier and of the

employees (General Chairman) will cooperate in designating days off of individual members of a crew.

(d) Representatives of the carrier and the union will cooperate in the establishment of an extra board at each point where yard service is maintained to the end that relief service may be provided but in cases where a day of relief is to be filled and cannot be made a part of a regular relief assignment in a one engine or two engine yard and there are no extra men at the point, such day or days will be filled by the regular assigned men and paid at straight-time rates.

(e) Where there is not sufficient relief work to provide a regular relief assignment of 5 days per week, it will be permissible by agreement between the General Chairman and authorized carrier representatives to make a regular relief assignment for less than 5 days per week, and the man so assigned may then go to the extra board in his proper turn and protect extra work to and including a 5th day of his work week, but this will not constitute a guarantee of 5 days per week for the holder of such an assignment.

(f) Any rules which require a carrier to make a 6 or 7 day assignment shall be eliminated.

Section 4

Where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employees, and the situation cannot be met as provided in Section 3(c), the rest days may be non-consecutive or rest days may be accumulated over a period not to exceed five consecutive weeks.

Section 5 - Regular Employees

(a) Existing rules which relate to the payment of daily overtime for regular assigned employees and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief men, except that work performed by regular assigned relief men on assignments which conform with the provisions of Section 3 of this article shall be paid for at the straight-time rate.

(b) Regular assigned employees worked more than five straight-time eight-hour shifts in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

(1) Where days off are being accumulated under Section 4, or additional days are being worked under Section 3(d);

(2) When changing off where it is the practice to work alternately days and nights for certain periods;

(3) When working through two shifts to change off;

(4) Where exercising seniority rights from one assignment to another;

(5) Where paid straight-time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the even an additional day's pay at the straight-time rate is paid to an employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight-time eight-hour shifts referred to in this paragraph (b).

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight-time rate for work referred to in paragraph (b) of this Section 5, be utilized in computing the five straight-time eight-hour shifts referred

to in such paragraph (b) of this Section 5, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this agreement.

(d) Any tour of duty in road service shall not be considered in any way in connection with the application of this agreement, nor shall service under two agreements be combined in computations leading to overtime under the 5-day week.

Section 6 - Extra Employees

(a) Existing rules which relate to the payment of daily overtime for extra employees and practices thereunder are not changed hereby. Any shift in excess of eleven straight-time shifts in a semi-monthly pay period will be paid for at overtime rates.

NOTE: It is recognized that the carrier is entitled to have an extra employee work eleven straight-time shifts in a semi-monthly pay period without regard to overtime shifts which may be worked under provisions of the agreement of August 11, 1948. After an extra man has worked eleven straight-time shifts he will remain on the extra board but will not be used during the remainder of that period if other extra men are available who can work at the straight-time rate.

(b) In the event an additional day's pay at the straight-time rate is paid to an extra employee for other service performed or started during the course of his tour of

duty, such additional day will not be utilized in computing the eleven straight-time shifts referred to in paragraph (a) of this section.

(c) The principles outlined in Section 5 (c) and (d) shall be applicable to extra employees in the application of this Section 6.

Section 7

Existing weekly or monthly guarantees producing more than 5 days per week shall be modified to provide for a guarantee of 5 days per week. Nothing in this agreement shall be construed to create a guarantee where none now exists.

Section 8

(a) All regular or regular relief assignments for employees shall be for five (5) calendar days per week except as otherwise provided in this agreement.

(b) An employee on a regular or regular relief assignment who takes another regular or regular relief assignment, or selects another "days off" period on a strict seniority or mark-up board, will take the conditions of that assignment, "days off" period or mark-up board, but if this results in the employee working more than five days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight-time rate.

(c) A regular assigned employee who under schedule rules goes on the extra board, may work on that board for the remainder of the semi-monthly pay period, provided the combined days worked on the regular assignment and the extra board do not exceed eleven (11) straight-time days.

(d) An employee who leaves the extra board for a regular or regular relief assignment will work the days of his new assignment at straight-time rate, without regard to the number of days he may have worked on the extra board.

Section 9

Rules and practices relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation of working lists or "mark-up board," the right to claim work, etc., shall be changed or eliminated to conform to the provisions of this agreement and to permit the operation of the reduced work week on a straight-time basis with reasonable regularity.

APPENDIX B
SWING HELPER AGREEMENT
(1) FORT WORTH, TEXAS

Although Rule 3 of the current agreement provides "Switch crews shall consist of a foreman and two helpers," exception is made to the crew consist at Fort Worth, Texas, whereby a third or swing helper may be assigned to each of three or less number of regularly assigned yard crews (but not over three), and will be those crews which regularly perform switching at the passenger station in connection with regularly-assigned passenger trains. This agreement applies solely to operations at Fort Worth, Texas, and will not apply to any other yard or point on the railroad and will in no way establish a precedent or affect operations at any other yard or point.

The third helper assigned to such crews may be required regardless of Rule 3 to work apart from his crew for the purpose of handling switches, setting out and picking up cars, accompanying trains, equipment and light engines, and, when necessary, the performance of bona fide pilot service. Additional duties may be required of swing or third helper, such as "bleeding" air on freight trains, throwing switches for arriving and departing trains, and assisting road crews in doubling over.

The swing or third helper may be regularly or irregularly started to work in advance of yard crew without incurring any penalty payments under Rules 3 or 4 of the current agreement.

The rate of pay of swing helpers will be adjusted to that of yard foreman's rate. Although paid the same rate as foremen, the swing helper will continue to be under the supervision of foreman and work under his instructions.

In the event that delayed trains require the services of two swing helpers at the same time for these particular duties, the protection of the service will be accomplished

preferably by working a swing helper overtime, but if on some occasions this is not practicable a yard helper from another crew will be called to do the swing helper work and his pay for that day will be converted to swing helper rate of pay.

The area in which the switch handling and the accompanying of trains, equipment and light engines by swing helper will occur, will be a restricted one. This will be done from any track of the Seventeenth Street coach yard; from the roundhouse lead; and from any track on south end of Seventeenth Street train yard; which means between those locations and the passenger station in either direction, by any route. Swing helper may be required to handle switches at Sixth Street cross-over, but this will not act to prevent these switches being handled by road brakeman.

This agreement will not be construed as prohibiting the use of any yard crew in the performance of switching in the passenger station, and will not interfere with or change in any manner the throwing of switches by road employees to permit trains to enter or leave the terminal.

SWING HELPER AGREEMENT

(2) AMARILLO, TEXAS

Although Rule 3 of the current agreement provides "Switch crews shall consist of a foreman and two helpers," exception is made to the crew consist at Amarillo, Texas, whereby a third or swing helper may be assigned to each of three or less number of regularly assigned yard crews (but not over three), and will be those crews which work during periods when light engines are to be handled for passenger trains between passenger station and roundhouse, or between yard and roundhouse, in connection with regularly assigned passenger trains. (It is understood that presently none of this work exists.) This agreement applies solely to operations at Amarillo, Texas, and will not

apply to any other yard or point on the railroad and will in no way establish a precedent or affect operations at any other yard or point.

The third helper assigned to such crews may be required regardless of Rule 3 to work apart from his crew for the purpose of handling switches, accompanying trains, equipment and light engines, and, when necessary, the performance of bona fide pilot service. Additional duties may be required of swing or third helper, such as "bleeding" air on freight trains, throwing switches for arriving and departing trains, and assisting road crews in doubling over.

The swing or third helper may be regularly or irregularly started to work in advance of yard crew without incurring any penalty payments under Rules 3 or 4 of the current agreement.

The rate of pay of swing helpers will be adjusted to that of yard foreman's rate. Although paid the same rate as foreman, the swing helper will continue to be under the supervision of foreman and work under his instructions.

In the event that delayed trains require the services of two swing helpers at the same time for these particular duties, the protection of the service will be accomplished preferably by working a swing helper overtime, but if on some occasions this is not practicable a yard helper from another crew will be called to do the swing helper work and his pay for that day will be converted to swing helper rate of pay.

The area in which the swing helper will perform the particular work hereinabove described will be a restricted one, and will extend from the roundhouse on the south to the main track switch at Mile Post 336.18 in the vicinity of Van Buren Street on the north.

This agreement will not be construed as prohibiting the use of any yard crew in the performance of switching in the passenger stations, and will not interfere with or change in any manner the throwing of switches by road employees to permit trains to enter or leave the terminal.

APPENDIX "C"

AMERICAN ELEVATOR AGREEMENT

It is agreed that the following will govern in switching the American Elevator and Storage Company, Inc., located at Saginaw in the vicinity of Mile Post 9, contingent upon a similar agreement being reached by the Gulf, Colorado and Santa Fe and its employees:

(1) That the switching service required to serve the Elevator will be performed in alternate periods of four months by GC&SF and BN employees, meaning that one road will handle it for a period of four (4) consecutive months and the other road will handle it for the next four (4) consecutive months, and so on.

(2) That during each alternate period the road not then performing the switching shall place its inbound cars on Track 4 (Heard Elevator), Track 5 (Heard Elevator) and/or on the interchange track at Saginaw designated by bulletin for delivery to the other line, and such cars shall thereafter be handled by the crews of the road then performing the switching service.

(3) That outbound cars for the road not then performing the switching service shall be assembled by crews of the road performing it and will be placed on Track 4 (Heard Elevator), Track 5 (Heard Elevator) and/or on the interchange track at Saginaw designated by bulletin for delivery to the other line, for movement therefrom by the crews of the road not then performing the switching.

(4) When GC&SF crews are performing the switching service they will be permitted to use BN trackage leading to the industry and when BN crews are performing the switching service they will be permitted to use GC&SF trackage leading to the industry, it being understood that all of the above named tracks can be used by either Company for through movements to reach either end of the Elevator installations. It is agreed that GC&SF and BN crews will not use or foul the main tracks of the other road.

(5) That GC&SF employees shall not establish seniority on the BN nor shall BN employees establish seniority on the GC&SF, by reason of the use of the trackage described hereinabove.

(6) In the inauguration of the agreement for switching by the crews of the respective Companies in alternate four (4) month periods, the road that first performs the service will be the one not then performing the switching at Heard Elevator, and this period will cease when next due to perform work at Heard Elevator, and thereafter the crews of the two Companies will alternate in handling the work for four (4) consecutive months, in order that when GC&SF crews are switching Heard Elevator, BN crews will be switching American Elevator and Storage Company and vice versa.

APPENDIX "D"

HEARD ELEVATOR AGREEMENT

(1) The switching service required to serve the elevator will be performed in alternate periods by GC&SF and BN employees. The road which first performs the service will handle it to the end of the calendar month in which the service is started and for two consecutive months thereafter, and the other road will handle for the next two consecutive calendar months. Thereafter the road which first performs the service will handle it for the following four consecutive months, after which the other road will handle it for the next succeeding four consecutive calendar months; and the two

railroads will then alternate in handling the work for four consecutive calendar month periods. The change in operation from one road to the other will be effective at 12:01 AM on the first day of each four months' period.

(2) That during each alternate period, the road not then performing the switching shall place its inbound cars on the outside or east track between the turnouts heretofore described, except when it is filled to capacity, in which event the excess cars will be placed on one of the other tracks and such cars shall thereafter be handled on such trackage by the crews of the road then performing the switching service.

(3) That outbound cars for the road not performing the switching service shall be assembled by the crews of the road performing it and will be placed on the outside or east track between the turnouts as hereinabove described, first out on the north end of GC&SF and first out on the south end of BN, for movement therefrom by the crews of the road not then performing the switching.

(4) That in performing the service of one road for the other hereunder, GC&SF and BN employees will be limited to the trackage between the turnouts heretofore described and will not use or foul the main track of the other road.

(5) That GC&SF employees shall not establish seniority on the BN, nor shall BN employees establish seniority on the GC&SF, by reason of this joint service.

(6) It is understood the GC&SF employees will first perform the service when the elevator is placed in operation.

APPENDIX E

North Yard Agreement (Yard)

In connection with the Carrier's plan to handle its trains at North Yard, Fort Worth, instead of at 9th-17th Street, Fort Worth, and have switch crews report for duty at North yard, it is agreed that:

1. Locker, washroom and toilet facilities will be made available in a yard office building to be located in the vicinity of Mile Post Six. Switch crews will be required to report for duty and be relieved from duty at that point.

2. In disposition of this and other matters, paragraphs (a) through (f) of Section C of Memorandum of Agreement signed at Fort Worth, Texas on February 12, 1966 will become effective on the first date switch crews are required to report for duty and relieved from duty at North Yard.

The Carrier's proposal referred to in Section C of the aforementioned agreement will continue to be held in abeyance for the effective date of an agreement reached nationally in disposition of that notice or upon the property.

3. Switch crews who report for duty and are relieved from duty at North yard will be allowed one 30-minute arbitrary payment, separate and apart from other earnings and this allowance will only apply to switchmen who have established seniority as of the date required to report for duty and relieved from duty at North yard. Switchmen required to work two consecutive shifts (double) will only receive one payment of thirty (30) minutes under this paragraph. (see Rule 1, Section 2 of Yard Service Agreement)