

ARTICLE 39 - DUTIES

Section A - Car Doors, Brasses, Water Cars, Livestock

Art. 52 Bkm
Art. 20 Bkm
Art. 46 Cdr
App. Item 54 Cdr
M/A eff.
3/1/59 Cdr
Modified

At points where Carmen are employed and on duty, Conductors or Brakemen shall not be required to close car doors on cars other than those in their own trains and those being handled by their crew. Also, they will not be required to brass cars, to fill or empty water cars, load or unload stock. They will not be required to chain up cars other than those being handled in their train.

Section B - Ventilation and Refrigeration

Conductors or Brakemen shall not be required to handle (i. e., adjust) ventilation or refrigeration of cars, except when the temperature changes en route. No reports shall be required except they will fill out printed form or advise proper Carrier Officer by letter, showing only the identity of cars on which the ventilation/refrigeration was changed.

Section C - Company Mail

App. Item 54 Cdr
M/A eff.
3/1/59 Cdr
Revised

(1) (a) Crews in road freight service may be required to stop at a point (one) designated by the Carrier in their initial and/or final terminals (or at any station en route) in order to permit Company Mail to be loaded on and/or unloaded from their locomotive or caboose, but when this is done, the loading and/or unloading will be done by someone other than the members of the train and engine crew.

(b) When a crew in road freight service is required to make the additional stop (i. e., "spot") contemplated by the above paragraph at the crew's initial terminal, the computation of initial terminal delay (see Article 31, Section B) shall be continued until the Company Mail has been loaded and/or unloaded and the train actually starts on its road trip (i. e., starts moving) from the spot where that stop was made. If the crew is required to make this stop after arriving at or passing the "point fixed" for final terminal delay computations (see Article 31, Section C), that existing

(Article 39, Section C Cont'd)

Ditto

agreement provides that the computation shall be continued until the crew arrives at their off-duty point. When this additional stop is required at a point where the crew is entitled to initial or final terminal switching (see Article 31, Section A), the time that they are actually stopped for the loading and/or unloading of Company Mail shall be added to the time engaged in switching to determine the amount they shall be paid for terminal switching. Nothing in this paragraph is intended to enlarge the application of the terminal delay and terminal switching rules to classes of service not covered by those rules.

(2) (a) Conductors in freight service required to personally handle (i. e., pick up and/or distribute) Company Mail at more than 2 points (including the initial and/or final terminal of the crew), in service not excluded by Paragraph (2) (b), below, will be paid an arbitrary of \$1.00 in addition to and separate from all other payments. It is understood that a Conductor may be required to handle (carry) one packet or one briefcase-size sack of Company Mail between his on/off-duty point and caboose, or vice versa, and between a station building and caboose, or vice versa. This arbitrary is to be paid only once for a tour of duty and only for those tours of duty during which such service is required.

(b) The allowance provided by Paragraph (2) (a), above, will not be made to a Conductor on runs where he or any member of his train crew receives an additional allowance for handling U. S. Mail, express or baggage. On crews where such a payment is made, the Company Mail will be handled by the crew member receiving such payment without any additional payment.

(c) The language "Company Mail," as used in this Paragraph (2), does not include the following: lantern batteries, safety shoes, heavy packages of tariffs or magazines, or any other similar material not generally recognized as bona fide Company Mail.

(d) The provisions of this Paragraph (2) hereof shall not serve to preclude the Carrier from having employes

(Article 39, Section C Cont'd)

Ditto

other than Freight Conductors or Brakemen from loading and/or unloading any kind of material (not to include greasy, dirty, otherwise objectionable and/or bulky items which would impede crew's proper performance of their duties on cabooses) at any point. In such cases, so long as these materials are not physically handled by the Conductor or Brakeman it will not be considered as a violation of any rule or agreement, and the Conductor will not be entitled to the arbitrary allowance provided by Paragraph (2)(a), above.

(e) This Agreement in no respect restricts the right of the Carrier in making any other arrangements for the handling Company Mail by other than Conductors or Brakemen.