

**Article 29 Section D (Cont'd.)**

assignment with an on-duty time of 11:59 P.M. or earlier on the last day. He can assume or resume an assignment that has an on-duty time of 12:00 Midnight or later.

**ARTICLE 30**

**EARNINGS PROTECTION FOR SHORT PERIODS OF ENGINEER SERVICE**

**Section A—Emergency Engineers  
“Make-Whole” Protection**

(1) Firemen who are Demoted Engineers (i.e., a person who has been promoted to Engineer but who is working in the Fireman's craft) may be required to perform any emergency work as Engineer pursuant to the rules of the Engineers' Agreement. The terms "Emergency Engineer" and "Demoted Engineer" for purposes of this Agreement are synonymous.

(2) When necessary to use a Demoted Engineer, the senior Demoted Engineer in the terminal available for service will be called. If he does not respond to the call, he will not be allowed to work as Fireman until the Demoted Engineer who accepted the service in his stead completes that vacancy and has acquired 8 hours' rest.

**Interpretations:**

Only the one senior available Emergency Engineer will be penalized by being held off for missing a call for a particular vacancy. Other junior Emergency Engineers who cannot be located to fill that vacancy will not be penalized (but this freedom from penalty does not apply to a junior Emergency Engineer who is contacted but lays off on the call). The senior Emergency

### Article 30 Section A (Cont'd.)

Engineer who misses the call and is held off, may request and be permitted to deadhead (without pay) to take the job after it has made 2 tours of duty (so long as this is permitted by the Engineers' Agreement).

A Demoted Engineer who is restricted from or unqualified for Engineer service will not be considered to be "available" for Emergency Engineer service for which he otherwise stands.

243A (3) When a regular Fireman in pool or assigned road service is used off his Fireman assignment in the capacity of Emergency Engineer under the provisions of this Section A, he will be paid under the rules applicable to the class of service he is in when used as Engineer, but will be allowed not less than he would have earned on his regular Fireman assignment. Dates assigned to Engineers' working list to be excluded. After performing such Emergency Engineer service, he will be required to protect any additional Engineer service he may stand for while awaiting his Fireman assignment.

#### Interpretations:

In computing a Fireman's loss of earnings, the earnings of Engineer "X" and of the Fireman (if any) on Fireman "X's" regular assignment will be computed from time "X" was first called as an Engineer until he again performed service on his regular assignment as Fireman; provided, however, that a Fireman who (after performing Emergency Engineer service) lays off or otherwise makes himself unavailable for additional Engineer service, will have the additional earnings (which he thereby lost) added to his actual Engineer earnings in the computations to determine the loss, if any.

A Fireman who has been used as Emergency Engineer and is awaiting his Fireman assign-

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MEMORANDUM OF AGREEMENT

IT IS AGREED:

The second paragraph under the Interpretations contained in Article 30, Section A (3) of the Firemen's Schedule revised effective April 1, 1976, is revised to read as follows:

A Fireman who has been used as Emergency Engineer and is awaiting his Fireman's assignment is not entitled to be used as Emergency Fireman (i. e., used on a Fireman's assignment other than his own) until after his Fireman's assignment returns to the terminal, unless his use is absolutely necessary in order to protect the service (but in such event these Emergency Fireman earnings will not be included with his Emergency Engineer earnings to offset loss of earnings).

Signed at Springfield, Missouri, this 4th day of  
February, 1980, and effective March 1,

1980.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY  
(Except AT&N District)

By: J. Russell  
General Chairman

FOR: UNITED TRANSPORTATION UNION (ENGINEMEN)

By: J. W. Reynolds  
General Chairman

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ment is not entitled to be used as Emergency Fireman (i.e., used on a Fireman assignment other than his own) until after he is again used on his Fireman assignment, unless his use is absolutely necessary in order to protect the service (but in such event these Emergency Fireman earnings will not be included with his Emergency Engineer earnings to offset loss of earnings).

A Fireman used as Emergency Engineer and then placed on Engineer's Extra Board or forced assigned as Engineer before again working his Fireman assignment will have his lost earnings computed up until he is placed on an Engineer's Extra Board or assignment.

(4) The earnings protection provided in this Section A does not apply to a Fireman while assigned to the Firemen's Extra Board.

**Section B—Extra Engineers (“Make-Whole”)**

Fireman placed on the Engineers' (guaranteed) Extra Board and then released in a reduction of that board in 3 days or less (counting 12:01 P.M. to 12:01 P.M., as one day) are covered by the earnings protection contained in Section A, above, provided the Fireman reports for the Engineers' Extra Board as soon as possible and does not make himself unavailable for call the remainder of the 3-day (or less) period.

The above paragraph does not apply in situations where the employe is displaced from the extra board by another Engineer exercising seniority or where the employe leaves the Engineers' Extra Board to assume an Engineer assignment. It also does not apply to an Engineers' Extra Board that is regulated under the mileage agreement (Article 29).

There shall be no duplication in the extra

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board guarantee payments (under the Engineers' Agreement) and the payments provided for by this Section B.

**ARTICLE 31**

**COURT AND JURY SERVICE  
MAKING STATEMENTS AND REPORTS**

**Section A—Attending Court**

Regular assigned Firemen attending court or coroner's inquests at the request of an Officer of the Carrier will be paid at the same rate they would have made had they remained on their assignment (if time is lost) and, if away from their home station, will be allowed legitimate expenses. Extra employes will receive \$43.17 per calendar day and expenses, as above, for each day held off extra board on this account. Regular assigned Firemen attending court during their lay-over (without loss of time from their assignment) will receive \$43.17 per calendar day and legitimate expenses, as above. No deadheading pay will be allowed when going to or returning from court or inquest. When witness fees or expenses are allowed by the court, the Carrier is entitled to credit such allowances against the amounts specified above.

Except where otherwise specified in this Agreement, the above paragraph applies only to actual attendance at court or a coroner's inquest and to formal depositions given in lieu of court attendance.

**Section B—Making Statements And Reports**

Firemen making statements or reports on their own time at the request of an Officer of the Carrier will be paid in the same manner as is provided in Article 32, Section D (Attending Investigations).