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This is a reprint of the Agreement of October 1, 1977, and it consists of various agreements, letters of understanding, decisions and rulings which in some cases are abbreviations of the original documents. These abbreviations have been for the purpose of clarifying the meaning and intent of such documents. In case there is a dispute as to the meaning and intent of such document and same is not fully reflected in the abbreviated form the original document shall be controlling. This reprint will remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Any omission herein of agreements, or agreed to understandings, or interpretations, which have not been superseded or cancelled will not serve to cancel such agreements or agreed to understandings or interpretations.

FOR THE EMPLOYEES:
M. L. Royal, Jr.
M. D. Waldemer
General Chairman BLE

FOR THE CARRIER:
T. L. Wilson, Sr
W. E. Naro
Directors of Labor Relations

ARTICLE 1

WEIGHT ON DRIVERS

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Local Service					
Union Pacific TABLE III - LOCOMOTIVE ENGINEER LOCAL AND WAY FREIGHT SERVICE -Including the \$6.00 No-fireman allowance Effective January 1, 2002					
WEIGHT ON DRIVERS (Pounds)	Daily	Regular	Under Art. VII	Straight Time	Overtime
less than 140,000	\$159.70	\$1.3112	\$1.4053	\$19.9625	\$29.9438
140,000 and less than 200,000	\$160.13	\$1.3155	\$1.4096	\$20.0163	\$30.0244
200,000 and less than 250,000	\$160.30	\$1.3172	\$1.4113	\$20.0375	\$30.0563

250,000 and less than 300,000	\$160.45	\$1.3187	\$1,4128	\$20.0563	\$30.0844
300,000 and less than 350,000	\$160.60	\$1.3202	\$1.4143	\$20.0750	\$30.1125
350,000 and less than 400,000	\$160.81	\$1.3223	\$1.4164	\$20.1013	\$30.1519
400,000 and less than 450,000	\$161.02	\$1.3244	\$1.4185	\$20.1275	\$30.1913
450,000 and less than 500,000	\$161.23	\$1.3265	\$1.4206	\$20.1538	\$30.2306
500,000 and less than 550,000	\$161.44	\$1.3286	\$1.4227	\$20.1800	\$30.2700
550,000 and less than 600,000	\$161.62	\$1.3304	\$1.4245	\$20.2025	\$30.3038
600,000 and less than 650,000	\$161.80	\$1.3322	\$1.4263	\$20.2250	\$30.3375
650,000 and less than 700,000	\$161.98	\$1.3340	\$1.4281	\$20.2475	\$30.3713
700,000 and less than 750,000	\$162.16	\$1.3358	\$1.4299	\$20.2700	\$30.4050
750,000 and less than 800,000	\$162.34	\$1.3376	\$1.4317	\$20.2925	\$30.4388
800,000 and less than 850,000	\$162.52	\$1.3394	\$1.4335	\$20.3150	\$30.4725
850,000 and less than 900,000	\$162.70	\$1.3412	\$1.4353	\$20.3375	\$30.5063
900,000 and less than 950,000	\$162.88	\$1.3430	\$1.4371	\$20.3600	\$30.5400
950,000 and less than 1,000,000	\$163.06	\$1.3448	\$1.4389	\$20.3825	\$30.5738
1,000,000 and less than 1,050,000	\$163.24	\$1.3466	\$1.4407	\$20.4050	\$30.6075
1,050,000 and less than 1,100,000	\$163.42	\$1.3484	\$1.4425	\$20.4275	\$30.6413
1,100,000 and less than 1,150,000	\$163.60	\$1.3502	\$1.4443	\$20.4500	\$30.6750
1,150,000 and less than 1,200,000	\$163.78	\$1.3520	\$1.4461	\$20.4725	\$30.7088
1,200,000 and less than 1,250,000	\$163.96	\$1.3538	\$1.4479	\$20.4950	\$30.7425
1,250,000 and less than 1,300,000	\$164.14	\$1.3556	\$1.4497	\$20.5175	\$30.7763
1,300,000 and less than 1,350,000	\$164.32	\$1.3574	\$1.4515	\$20.5400	\$30.8100
1,350,000 and less than 1,400,000	\$164.50	\$1.3592	\$1.4533	\$20.5625	\$30.8438
1,400,000 and less than 1,450,000	\$164.68	\$1.3610	\$1.4551	\$20.5850	\$30.8775
1,450,000 and less than 1,500,000	\$164.86	\$1.3628	\$1.4569	\$20.6075	\$30.9113
1,500,000 and less than 1,550,000	\$165.04	\$1.3646	\$1.4587	\$20.6300	\$30.9450
1,550,000 and less than 1,600,000	\$165.22	\$1.3664	\$1.4605	\$20.6525	\$30.9788
1,600,000 and less than 1,650,000	\$165.40	\$1.3682	\$1.4623	\$20.6750	\$31.0125
1,650,000 and less than 1,700,000	\$165.58	\$1.3700	\$1.4641	\$20.6975	\$31.0463
1,700,000 and less than 1,750,000	\$165.76	\$1.3718	\$1.4659	\$20.7200	\$31.0800
1,750,000 and less than 1,800,000	\$165.94	\$1.3736	\$1.4677	\$20.7425	\$31.1138
1,800,000 and less than 1,850,000	\$166.12	\$1.3754	\$1.4695	\$20.7650	\$31.1475
1,850,000 and less than 1,900,000	\$166.30	\$1.3772	\$1.4713	\$20.7875	\$31.1813
1,900,000 and less than 1,950,000	\$166.48	\$1.3790	\$1.4731	\$20.8100	\$31.2150
1,950,000 and less than 2,000,000	\$166.66	\$1.3808	\$1.4749	\$20.8325	\$31.2488
2,000,000 pounds and over:					
For each additional 50,000	\$.18				
pounds or fraction thereof add:					

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Freight Service					
Union Pacific					
TABLE II - LOCOMOTIVE ENGINEERS					
THROUGH FREIGHT SERVICE - Including the \$6.00 No-fireman allowance Effective January 1, 2002					
WEIGHT ON DRIVERS (Pounds)	Daily	Regular	Under Art. VII	Straight Time	Overtime
less than 200,000	\$165.92	1.3056	1.3997	\$19.8925	\$29.8388
140,000 and less than 200,000	\$159.14	1.3099	1.4040	\$19.9463	\$29.9194
200,000 and less than 250,000	\$159.57	1.3116	1.4057	\$19.9675	\$29.9513
250,000 and less than 300,000	\$159.74	1.3131	1.4072	\$19.9863	\$29.9794
300,000 and less than 350,000	\$159.89	1.3146	1.4087	\$20.0050	\$30.0075
350,000 and less than 400,000	\$160.04	1.3167	1.4108	\$20.0313	\$30.0469
400,000 and less than 450,000	\$160.25	1.3188	1.4129	\$20.0575	\$30.0863
450,000 and less than 500,000	\$160.46	1.3209	1.4150	\$20.0838	\$30.1256
500,000 and less than 550,000	\$160.67	1.3230	1.4171	\$20.1100	\$30.1650
550,000 and less than 600,000	\$160.88	1.3248	1.4189	\$20.1325	\$30.1988
600,000 and less than 650,000	\$161.06	1.3266	1.4207	\$20.1550	\$30.2325
650,000 and less than 700,000	\$161.24	1.3284	1.4225	\$20.1775	\$30.2663
700,000 and less than 750,000	\$161.42	1.3302	1.4243	\$20.2000	\$30.3000
750,000 and less than 800,000	\$161.60	1.3320	1.4261	\$20.2225	\$30.3338
800,000 and less than 850,000	\$161.78	1.3338	1.4279	\$20.2450	\$30.3675
850,000 and less than 900,000	\$161.96	1.3356	1.4297	\$20.2675	\$30.4013
900,000 and less than 950,000	\$162.14	1.3374	1.4315	\$20.2900	\$30.4350
950,000 and less than 1,000,000	\$162.32	1.3392	1.4333	\$20.3125	\$30.4688
1,000,000 and less than 1,050,000	\$162.50	1.3410	1.4351	\$20.3350	\$30.5025
1,050,000 and less than 1,100,000	\$162.68	1.3428	1.4369	\$20.3575	\$30.5363

1,100,000 and less than 1,150,000	\$162.86	1.3446	1.4387	\$20.3800	\$30.5700
1,150,000 and less than 1,200,000	\$163.04	1.3464	1.4405	\$20.4025	\$30.6038
1,200,000 and less than 1,250,000	\$163.22	1.3482	1.4423	\$20.4250	\$30.6375
1,250,000 and less than 1,300,000	\$163.40	1.3500	1.4441	\$20.4475	\$30.6713
1,300,000 and less than 1,350,000	\$163.58	1.3518	1.4459	\$20.4700	\$30.7050
1,350,000 and less than 1,400,000	\$163.76	1.3536	1.4477	\$20.4925	\$30.7388
1,400,000 and less than 1,450,000	\$163.94	1.3554	1.4495	\$20.5150	\$30.7725
1,450,000 and less than 1,500,000	\$164.12	1.3572	1.4513	\$20.5375	\$30.8063
1,500,000 and less than 1,550,000	\$164.30	1.3590	1.4531	\$20.5600	\$30.8400
1,550,000 and less than 1,600,000	\$164.48	1.3608	1.4549	\$20.5825	\$30.8738
1,600,000 and less than 1,650,000	\$164.66	1.3626	1.4567	\$20.6050	\$30.9075
1,650,000 and less than 1,700,000	\$164.84	1.3644	1.4585	\$20.6275	\$30.9413
1,700,000 and less than 1,750,000	\$165.02	1.3662	1.4603	\$20.6500	\$30.9750
1,750,000 and less than 1,800,000	\$165.20	1.3680	1.4621	\$20.6725	\$31.0088
1,800,000 and less than 1,850,000	\$165.38	1.3698	1.4639	\$20.6950	\$31.0425
1,850,000 and less than 1,900,000	\$165.56	1.3716	1.4657	\$20.7175	\$31.0763
1,900,000 and less than 1,950,000	\$165.74	1.3734	1.4675	\$20.7400	\$31.1100
1,950,000 and less than 2,000,000	\$166.10	1.3752	1.4693	\$20.7625	\$31.1438
2,000,000 pounds and over, For each additional 50,000 \$.18 pounds or fraction thereof add:					

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5 Day Yard Service				
Union Pacific				
TABLE IV - LOCOMOTIVE ENGINEERS				
YARD SERVICE 5 DAY - including the \$6.00 No-fireman allowance				
Effective January 1, 2002				
WEIGHT ON DRIVERS (Pounds)	Daily	Straight Time	Overtime	
less than 500,000	\$169.19	\$21.15	\$31.7231	
500,000 and less than 550,000	\$169.43	\$21.18	\$31.7681	
550,000 and less than 600,000	\$169.65	\$21.21	\$31.8094	
600,000 and less than 650,000	\$169.86	\$21.23	\$31.8488	
650,000 and less than 700,000	\$170.08	\$21.26	\$31.8900	
700,000 and less than 750,000	\$170.30	\$21.29	\$31.9313	
750,000 and less than 800,000	\$170.51	\$21.31	\$31.9706	
800,000 and less than 850,000	\$170.73	\$21.34	\$32.0119	
850,000 and less than 900,000	\$170.94	\$21.37	\$32.0513	
900,000 and less than 950,000	\$171.16	\$21.40	\$32.0925	
950,000 and less than 1,000,000	\$171.38	\$21.42	\$32.1338	
For each additional 50,000 pounds over 1,000,000 or fraction thereof add: \$0.215				

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6-7 Day Yard Service				
Union Pacific				
TABLE V - LOCOMOTIVE ENGINEERS				
YARD SERVICE 6-7 DAY - Including the \$600 No-fireman allowance				
Effective January 1, 2002				
WEIGHT ON DRIVERS (Pounds)	Daily	Straight Time	Overtime	
less than 550,000	\$158.07	\$19.76	\$29.6381	
500,000 and less than 550,000	\$158.28	\$19.79	\$29.6775	
550,000 and less than 600,000	\$158.46	\$19.81	\$29.7113	
600,000 and less than 650,000	\$158.64	\$19.83	\$29.7450	
650,000 and less than 700,000	\$158.82	\$19.85	\$29.7788	
700,000 and less than 750,000	\$159.00	\$19.88	\$29.8125	
750,000 and less than 800,000	\$159.18	\$19.90	\$29.8463	
800,000 and less than 850,000	\$159.36	\$19.92	\$29.8800	
850,000 and less than 900,000	\$159.54	\$19.94	\$29.9138	
900,000 and less than 950,000	\$159.72	\$19.97	\$29.9475	
950,000 and less than 1,000,000	\$159.90	\$19.99	\$29.9813	

For each additional 50,000 pounds over 1,000,000 or fraction thereof add: \$0.18				
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Article 2

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BEGINNING AND ENDING OF DAY

a. In all classes of service, engineers ~ time will commence at the time they are required to report for duty, and shall continue until the time the engine is placed on the designated track or they are relieved at terminal in accordance with applicable rules.

a. In all classes of service, engineers' time will commence at the time they are required to report for duty, and shall continue until the time the engine is placed on the designated track or they are relieved at terminal in accordance with applicable rules.

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ARTICLE 3				
PASSENGER SERVICE				
Union Pacific				
TABLE I - LOCOMOTIVE ENGINEERS - PASSENGER SERVICE				
Includes \$6.00 No-Firemen Rate				
Effective January 1, 2002				
WEIGHT ON DRIVERS (Pounds)	Daily	Regular	Under Art. VII	Straight Time Hourly
less than 80,000	\$148.47	1.1652	1.2732	\$18.56
80,000 and less than 100,000	\$148.47	1.1652	1.2732	\$18.56
100,000 and less than 140,000	\$148.56	1.1661	1.2741	\$18.57
140,000 and less than 170,000	\$148.64	1.1669	1.2749	\$18.58
170,000 and less than 200,000	\$148.73	1.1678	1.2758	\$18.59
200,000 and less than 250,000	\$148.82	1.1687	1.2767	\$18.60
250,000 and less than 300,000	\$148.90	1.1695	1.2775	\$18.61
300,000 and less than 350,000	\$148.99	1.1704	1.2784	\$18.62
350,000 and less than 400,000	\$149.07	1.1712	1.2792	\$18.63
400,000 and less than 450,000	\$149.16	1.1721	1.2801	\$18.65
450,000 and less than 500,000	\$149.25	1.1730	1.2810	\$18.66
500,000 and less than 550,000	\$149.33	1.1738	1.2818	\$18.67
550,000 and less than 600,000	\$149.42	1.1747	1.2827	\$18.68
600,000 and less than 650,000	\$149.50	1.1755	1.2835	\$18.69
650,000 and less than 700,000	\$149.59	1.1764	1.2844	\$18.70
700,000 and less than 750,000	\$149.67	1.1772	1.2852	\$18.71
750,000 and less than 800,000	\$149.76	1.1781	1.2861	\$18.72
800,000 and less than 850,000	\$149.84	1.1789	1.2869	\$18.73
850,000 and less than 900,000	\$149.93	1.1798	1.2878	\$18.74
900,000 and less than 950,000	\$150.01	1.1806	1.2886	\$18.75
950,000 and less than 1,000,000	\$150.10	1.1815	1.2895	\$18.76

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ARTICLE 4

FREIGHT SERVICE

a. On runs of 85 miles and less than the current basic day, between two terminal points, engineers shall be paid one day for each trip over the run, and overtime if earned. When the run of engineers on divisions between 85 and current basic day is interfered with by making side trips, they shall receive mileage rates for the run over the division, including the mileage of side tries made; provided, that where the two combined are less than basic day, the full basic day shall be paid for.

b. Engineers in through and irregular freight, pusher helper, mine run or roustabout, belt line or transfer, work, wreck, construction, snow plow, circus train, silk trains, trains established for the exclusive purpose of handling milk and all other unclassified service, shall be paid the rates specified in Article 1, according to class of engine.

c. In all classes of service covered by paragraph "b" of this Article, basic day or less, 8 hours or less (straight-away or turn-around), shall constitute a day's work; miles in excess of basic day will be paid for at the mileage rates provided, according to class of engine or other power used.

d. In local or way freight and mixed or train service 100 miles or less, 8 hours, or less (straight-away or turn-around) shall constitute a day's work; miles in excess of 100 will be paid for at mileage rates provided according to class of used.

e. In local or way freight and mixed train service, 56 cents per 100 miles or less, 8 hours or less, for engineers shall be added to the through freight rate, according to class of engine; miles over 100 to be paid for pro rata.

f. Where under schedule rules or accepted practices a part of the crew receives local rates the entire crew will receive not less than the local rates.

g. On runs of 100 miles or less, overtime will begin at the expiration of 8 hours; on runs of over the basic day, overtime will begin when the time on duty exceeds the miles run divided by the current divisor. Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to class of engine or other power used.

h. Road trips made prior to commencement or after completion of regular assigned local runs or day's work shall be paid for under Article 4.

i. Side trips outside limits of regular assigned runs made after leaving initial terminal or before arrival at final terminal, shall be paid actual mileage, mileage made to be added to the mileage of run, and overtime computed on basis of applicable divisor. No allowance will be made under this rule unless the mileage made added to the mileage of the run exceeds the current basic day.

TURN-AROUND RUNS

[B](#) [C](#) [D](#) [E](#) [F](#) [H](#) [I](#) [J](#) [L](#) [O](#) [P](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [Y](#)
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j. When a freight crew makes the mile current basic day or over, and turns and returns to starting point, the trip will be paid for as two separate runs, both as to mileage and overtime, instead of as a continuous run.

CALLING CREWS FOR STRAIGHT AWAY OR TURN-AROUND

"Men called in freight service must be notified at the time of call if they are in one-way or turn-around service. Call cannot be changed unless changed before crew

arrives at destination or turning point. This does not in any way change side trip or lapback understandings."

k. Engineers in pool or irregular freight service may be called to make short trips and turn-arounds with the understanding that one or more turn-around tries may be started out of the same terminal and paid actual miles with a minimum of 100 miles for a day, provided, (1) that the mileage of all the trips does not exceed 100 miles, (2) that the distance run from the terminal to the turning point does not exceed 25 miles, and (3) that engineers 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.

Crews to be notified when called that they are to make short trips or turn-arounds as provided in this paragraph.

HOSTLING AND TERMINAL SWITCHING

[B](#) [C](#) [D](#) [E](#) [F](#) [H](#) [I](#) [J](#) [L](#) [O](#) [P](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [Y](#)

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1. Engineers in freight service required to do switching at initial terminal, ahead of leaving, shall be paid at pro rata rates per hour for all such work. (See examples 1, 2 and 3.)

m. Engineers in freight service, required to do switching after arrival at final terminal, shall be paid at pro rata rates per hour for such work when completed before the period when road overtime commences; when the time consumed in such work at the final terminal extends beyond the period when overtime commences, time accruing up to the road overtime period, will be allowed on the actual minute basis at pro rata rates and thereafter shall be paid on the actual minute basis at three-sixteenths (3/16) of the daily rate. (See examples 4, 5 and 6.)

n. Hostling engines and terminal switching in freight service (at initial and final terminal of the run), incidental to a day's work or run of less than 100 miles, may be combined at points where regular hostlers are not employed - and paid for on the basis of the aggregate actual time consumed in such work, but in no case will pay for such work be less than one hour at pro rata rate. Should actual time consumed hostling and switching at initial terminal (computed at pro rata rate), combined with actual time hostling and switching at final terminal (computed at pro rata rate up to end of period when road overtime commences, and thereafter at three-sixteenths of the daily rate), produce greater compensation than one hour at pro rata rates, actual time consumed at each terminal will be paid for at rate applicable (see example 7). This shall not apply on runs where the 85-mile rule is in effect, nor on runs of 100 miles or over. On such runs a minimum of one hour, on the basis provided in paragraphs "1" and "in," shall be allowed at each terminal, and when more than one hour is consumed, actual time shall be allowed. This rule shall be construed to apply either to hostling or to terminal switching, or to both combined; but the terminal switching shall not be construed to cover doubling from one track to another, nor other movements limited to two switches (see examples 8 and 9).

Note - The words "nor other movements limited to two switches" applies to setting out cars after train has been made up.

In calculating the time engaged in switching under the rules, regulations or practices, it is understood that the time will be continuous from the time the work is begun until it is completed and train is coupled together.

o. On branch runs of 35 miles, or less, engineers will do one hour's switching if necessary, in making up their own trains before starting or putting their trains away after arrival, and will receive pay therefore as overtime after eight hours' road service. Any additional switching at terminal points on such runs will be paid at overtime rates per hour.

P and q Not reproduced

r. FINAL TERMINAL DEALY FREIGHT SERVICE

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Section 1 - Computation ~

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.

Section 2 - 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 = 4.2; 60/13 = 4.6; 60/13.25 = 4.5; 60/13.5 = 4.4, etc.)

Section 3 - 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 June 30, 1986, 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.

Section 4. - Multiple Trains

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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.

Section 5. 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 questions as to what particular service is covered by the designations used in Section 5 shall be determined on each individual railroad in accordance with the rules and practices in effect thereon.

Section 6. Local Freight Service

In local freight service, time consumed in switching at final terminal shall not be included in the compensation of final terminal delay time.

This Article shall become effective July 1, 1986 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

Side Letter 3a 1986 BLE National Agreement

B C D E F H I J L O P R S T U V W Y

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Mr. John F. Sytsma
President
Brotherhood of Locomotive Engineers
1112 Engineers Building
1365 Ontario Street
Cleveland, OH 44114

Dear Mr. Sytsma:

This refers to Article V of the Agreement of this date concerning the final terminal delay rule, particularly our understanding with respect to the use of the term **"deliberately delayed"** in Section 1 of that Article.

During the discussions that led to our Agreement, you expressed concern with situations where a crew was instructed to stop and was held outside the terminal between the last siding or station and the point where final terminal delay begins and there was no operational impediment to the crew bringing its train into the terminal; i.e., the train was deliberately delayed by yard supervision. Accordingly, we agreed that Section 1 would comprehend such situations.

On the other hand, the carriers were concerned that the term **"deliberately delayed"** not be construed in such a manner as to include time when crews were held between the last siding or station and the point where final terminal delay begins because of typical railroad operations, emergency conditions, or appropriate managerial decisions. A number of examples were cited including, among others, situations where a train is stopped: to allow another train to run around it; for a crew to check for hot boxes or defective equipment; for a crew to switch a plant; at a red signal (except if stopped because of a preceding train which has arrived at final terminal delay point and is on final terminal time, the time of such delay by the crew so stopped will be calculated as final terminal delay); because of track or signal maintenance or construction work; to allow an outbound train to come out of the yard; and because of a derailment inside the yard which prevents the train held from being yarded on the desired track, e.g., the receiving track. We agreed that Section 1 did not comprehend such conditions.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C.

I. Hopkins, Jr.
I agree:
John F. Sytsma

B C D E F H I J L O P R S T U V W Y

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SARTING TIME (ROAD)

AGREEMENT

With reference to our discussions in connection with starting time of regular assignments.

IT IS AGREED:

(1) Bulletins advertising regular assignments for engineers in all regularly assigned freight service, except assigned through freight service now being operated, will specify days per week the runs will be operated; the territory to be served by such assignments; the number of trips to be operated out of terminals; and the designated starting time of the assignments. Such engineers will not be used in other service where other engineers are available.

(2) The starting time designated in bulletins advertising regular assignments will not be changed by the Carrier without giving a twenty-four hour advance notice to the engineer.

(3) The starting time designated in bulletins advertising assignments specified in No. (1) of this agreement will govern unless deferred or "set back." The starting time may be "set back" not to exceed three hours from the designated starting time without penalty, provided the engineer is notified of the "set back" not less than one hour prior to the bulletined starting time, at which time a call will be given.

In the event such engineer is called to go on duty in advance of the bulletined starting time, he will be paid under the provisions of Article 1.

(4) When an engineer is assigned service as provided in No. (1) of this agreement is required to go on duty more than three hours later than the designated starting time, his pay will commence three hours later than the designated starting time, provided he is rested and available for work at that time. If not rested and available at that time, pay will start as soon as he is rested and available.

Payments accruing under this paragraph up to the time the engineer reports for duty shall be considered as an arbitrary allowance and will be paid for on the minute basis at the pro rata rate of the assignment separate and apart from any subsequent service.

(5) There will be no restrictions on the "set back" of the bulletined starting time and the pay provisions of No. (4) of this agreement will not apply in emergencies such as wrecks derailments, line cut or blocked, washouts, storms, earthquake, fire, slides, or engine failure which results in the inability to operate the train at the designated starting time.

(6) Engineers who are regular assigned in through freight service (commonly known as preferred crews) will receive monthly guarantee which will be the equivalent of the mileage of their assignment times the number of days per month the assignment is designated to operate. Time or miles made on other than their regular assignment will be computed with their assignment in arriving at the monthly allowance. Regularly assigned engineers working only a portion of the month by reason of voluntary absence will have pro rata deductions made in the monthly guarantee.

(7) The provisions of this agreement will not apply to pool or chain gang service and will not change nor affect the provisions of Article 14, Traveling Switch Engine Service, of the basic agreement.

(8) This agreement supersedes any provisions of the Schedule Agreement in conflict therewith.

(9) This agreement, effective December 1, 1973.

November 8, 1973

This has reference to our conference in connection with the memorandum of agreement effective December 1, 1973, concerning Item 2 of said agreement providing for 24-hour advance notice to change the starting time of regular assignments in freight service.

This will confirm the understanding reached in conference that the Carrier will not use Item 2 for the purpose of changing the designated starting time of regular assignments on a daily basis which would result in circumventing the provisions of the agreement.

This will also confirm understanding that if there are abuses of this item of the agreement which result in legitimate complaints, upon request of the Organization we will meet for the purpose of amending this provision to provide for not to exceed 48 hours' advance notice.

November 8, 1973

N 320-5748

This will confirm the understanding reached in conference in connection with Item 4 of the memorandum agreement effective December 1, 1973. Engine failure as used in this item is interpreted as meaning the inability of the locomotive to move the train.

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INITIAL TERMINAL DELAY - THROUGH FREIGHT SERVICE

AUGUST 11, 1943 NATIONAL AGREEMENT - SECTION II

(a) Initial terminal delay shall be paid on a minute basis to engineers and firemen, and helpers on other than steam power, in through freight service after one (1) hour and fifteen (15) minutes, unpaid terminal time has elapsed 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, according to the class of engine used, 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.

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 4.8 minutes the period of one (1) hour and fifteen (15) minutes after which initial terminal delay payment begins.

Note: The phrase "through freight service" as used in this rule does not include pusher, helper, mine run, shifter, roustabout, belt, line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher, district runs, local freight and mixed service.

(b) When road overtime accrued 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.

Note: Where existing schedule rules require a carrier to bring engineers or firemen, or helpers on other than steam power, on duty more than forty-five (45) minutes prior to departure of train on which they are to be used, such rules shall be revised to permit the Management to designate the time they are to report for duty.

This rule shall become effective on October 1, 1942.

Engineers and Firemen - Agreement June 8, 1954 - Mediation Case A- 4327.

"Settled upon basis that initial terminal delay time shall continue until- the train leaves the last point at which car or cars added. The practice of reduction trains after train has left the track on which made up will be discontinued, but this does not include setting out cars that are found to be in bad order. This discussion shall also apply in disposition of other cases in ballot of same kind. Pending claims shall be settled upon basis of above. Where time involved cannot be ascertained from available records, shall be settled on basis of 45 minutes."

LOCAL FREIGHT TRAIN SERVICE

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Memorandum Agreement between Missouri Pacific Railroad and organizations signatory hereto covering local freight train service over each sub-division either daily or tn-weekly.

Section 1. Local freight train service will be operated over each sub-division six days per week either tri-weekly or daily, except on sub-divisions which do not show any trains in time table, and on Atchison Subdivision, Omaha Division, between Atchison, Kansas and Kansas City, Kansas or Kansas City, Missouri, and on Paragould Sub-division between Paragould, Arkansas and Knobel, Arkansas.

Section 2. Local freight train service may be identified in Time Table as "Red Ball," "Freight," Local Freight," or may be operated without time-table designation.

Section 3. Local freight train service may be operated by one crew over more than one sub-division on one division, or over one sub-division on two divisions but not through main line district terminals.

Note: Present local freight train service one crew in each direction may be continued through Council Grove, Kansas and Bush, Illinois.

Section 4. Crews of local freight train crews will do all switchin9, picking up and setting of f cars, loading and unloading merchandise, baggage, mail or express, and be governed by Agent's instructions in the handling and placing of cars at their stations, and any other work at any station or on tracks not listed as stations, or between stations, when so instructed.

Section 5. This will not prohibit other than local freight train crews to set out or pick up cars, or place cars for loading or unloading in meeting service requirements at any point on anysub-division where either tri-weekly or daily local freight train service (six days per week) is regularly performed.

Section 6. This will not change the consist of crews as in service August 5, 1946.

Section 7. This will not change or affect the provisions of Article 11, Guarantee Rule, Conductors' or Trainmen's schedule, nor Article 18 Conductors and Trainmen's schedule and Article 10 Engineers' and Firemen's schedule covering switching between terminals.

Section 8. This will not prevent changes of train schedules or assignments when necessary to meet service requirements and local freight train service in effect as of August 10, 1946 will only be reduced from daily to tri-weekly service six days per week.

Section 9. (Not reproduced)

AGREEMENT

BOARD STANDINGS

277-3113

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In order to maintain a more stable mileage for chain gang through freight engineers who are runaround on line of road, it is agreed the following will be placed in effect by the Superintendent upon written request of the Local Chairman, with copy to the General Chairman:

Chain gang engineers upon arrival at the home terminal will be marked on the board as follows:

- (a) As between engineers running straight away between terminal, they will be marked on the board according to their relative position when first called from home terminal.
- (b) Engineers who do not make straight away runs between terminals will be marked at the foot of the board on arrival subject to an engineer covered by (a) above who was runaround on line of road being marked ahead of him.

This agreement may be terminated by either party upon ten days' written notice without following the provisions of the Railway Labor Act.

Signed at St. Louis, Missouri, this 2nd day of September, 1966.

St. Louis, Missouri
June 3, 1942
File: VE-R-320-2051

Messrs:

A.R. Miller	F.	T. Mahoney
C.W. Exline	C.	W. Pace
S.Hammer	J.	L. Kendall
R.C. Williams	C.	C. Chapman
J.S. Bassett	C.	A. Fink
V.	C.	Halpin

We recently have been presented with time claims for runarounds which involve the question when should a crew be considered as having arrived at the terminal in order to determine their standing on the succeeding trip for call. As an example: A chain gang crew arrives at the final terminal 4:00 PM, is delayed until 4:30 PM before tying up. A following crew arrives at 4:14 PM and ties up 4:25 PM. Which of the above is first out on the succeeding trip?

This matter was handled with the General Chairmen of the four train service organizations and it was agreed that the standing crew for succeeding trip or call should be determined by the time of arrival at the terminal and not by the tie-up time.

Please be governed accordingly.

/s/ H. E. Roll

copy:

Mr. J. B. Corn, Gen. Chrm. ORC
Mr. G. C. Davidson, Gen. Chrm. BLE
Mr. F. Aldrich, Gen. Chrm. BRT
Mr. J. H. McDonald, Gen. Chrm. BLF&E

ARTICLE 4

SWITCHING IN EMERGENCIES

Definition of Emergency:

1. An emergency is defined for the purpose of this agreement as wreck, washout, derailment, accident, or any other unforeseen situation requiring immediate attention and service account life or property in jeopardy.

Performance of Emergency Switching:

2. Road crews may be required in emergencies to perform switching necessary for immediate relief.

Allowances:

3. When emergency switching is required of road crews they shall be paid for such service on the minute basis with a minimum of one (1) hour at the pro rata yard rate. This does not contemplate duplication of minimum payments when other switching is performed and paid.

4. No payments shall accrue to yardmen account road crews being used in emergency switching.

ARTICLE 5

HANDLING OFFICIAL SPECIALS

When an engineer is taken of f his regular run to handle an official special, or similar service, and does not make the regular allowance made on his regular run, he will be allowed not less than such regular allowance, not including overtime.

ARTICLE 6

CIRCUS TRAINS

Circus trains, which stop on division to exhibit, will be paid five-sixths of the number of hours they are on duty from time- required to report for service until duty is performed.

ARTICLE 7

CALLED AND HELD WAITING

a. When an engineer is called and reports for duty and for any reason other than his own acts, does not go out, he will be paid when held waiting four (4) hours or less, one-half day at daily rate of basic day, according to class of service for which he is called and be listed first out. If held waiting over four (4) hours, he shall receive a day's pay for service called and be listed at the bottom of list.

b. After through freight engineers have been held on duty awaiting departure eight hours or more, they will be relieved and the next engineer sent out, and relieved men will take their turn out.

ARTICLE 8

Section 14. - Held-Away-From-Home-Terminal.

August 11, 1948 National Agreement

Present rules relating to pay for time held at other than home terminal shall be revised to provide as follows:.

(a) Engineers and firemen, and helpers on other than steam power, in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty, at the regular rate per hour paid them for the next service performed. If held sixteen hours after the expiration of the first twenty-four hour period, they will be paid continuous time for the 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.

(b) Should an engineer, fireman, or helper on other than steam power, be called for service or ordered to deadhead after pay begins, the held-away-from-home-terminal time shall cease at the time pay begins for such service or, when deadheading, at the time the train leaves the terminal, except that in no event shall there be a duplication of payment for deadhead time and held-away-from-home-terminal time.

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

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

ALL HUBS (DFW, HOUSTON, LONGVIEW AND SAN ANTONIO) MODIFIED TO CONTINUOUS HELD AWAY FROM HOME TERMINAL TIME AFTER 16 HOURS WITH THE IMPLEMENTATION OF THE HUB.

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DFW HUB ARTICLE III PARAGRAPH B SUBPARAGRAPH 7

7. Pool engineers shall receive continuous held-away-from-home terminal pay (HAHT) for all time so held at the far terminal after the expiration of sixteen (16) hours. All other provisions in the selected CBA pertaining to HAHT pay remain unchanged.

HOUSTON HUB ZONE 1&2 IMPLEMENTING AGREEMENT ARTICLE V - APPLICABLE AGREEMENTS - PARAGRAPH C

C. Engineers protecting pool freight operations on the territories covered by this Agreement shall receive continuous held-away-from-home terminal pay (HAHT) for all time so held at the distant terminal after the expiration of sixteen (16) hours. Other provisions in existing agreement rules and practices pertaining to HAHT pay remain unchanged.

LONGVIEW HUB AGREEMENT - ARTICLE V - APPLICABLE AGREEMENTS - PARAGRAPH C

C. Engineers protecting pool freight operations on the territories covered by this Agreement shall receive continuous held-away-from-home terminal pay (HAHT) for all time so held at the distant terminal after the expiration of sixteen (16) hours. All other provisions in existing agreement rules and practices pertaining to HAHT pay remain unchanged.

SAN ANTONIO HUB AGREEMENT - ARTICLE III - PARAGRAPH B - SUBPARAGRAPH 7

7. Pool engineers shall receive continuous held-away-from-home terminal pay

(HAHT) for all time so held at the far terminal after the expiration of sixteen (16) hours. All other provisions in the selected CBA pertaining to HAHT pay remain unchanged.

ARTICLE 9

(Deleted)

ARTICLE 10

Section 15 - Conversion Rule.

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August 11, 1948 National Agreement

(a) Engineers and firemen, and helpers on other than steam power, in through or irregular freight service required to pick up and/or set off a car or cars at three or more points, or, when the time actually consumed in picking up and/or setting off exceeds one hour and thirty minutes in the aggregate for the entire trip during any one trip or tour of duty will be paid local freight rates for the entire service performed. The following shall not be considered picking up and/or setting off cars for the purpose of this rule:

- (1) Picking up or setting off cabins or caboose cars at initial or final terminal.
- (2) Picking up cars at first point or setting off cars at last point which cars are picked up or set off respectively, within the initial or final terminal.
- (3) At foreign line junction points not exceeding four in number, when interchange cars only are picked up and/or set off.
- (4) setting out defective cars at any point.
- (5) Doubling hills.
- (6) Setting out or picking up cars (but not setting out and picking up at the same point) for the purpose of adjusting the tonnage of the train to establish engine ratings.

Except as provided in Item (6) above, picking up and/or setting off cars at one point between the time train is stopped and the entire train is coupled up and ready to start shall constitute picking up and/or setting off cars at one "point" for the purpose of this rule.

(b) Engineers, firemen, or helpers on other than steam power, required to do station switching will be paid local or way freight rates. Switching necessary in picking up cars will not be considered "station switching." Switching for the purpose of placing at loading or unloading places cars other than cars loaded with livestock or highly perishable freight, will be considered "station switching." If, in order to set out car or cars clear of main line, it is necessary to move from "spot" a car or cars that are set for loading or unloading, such car or cars will be replaced on "spot" and so doing will not be considered "station switching."

(c) In passenger or through or irregular freight service where commercial LCL freight and/or company material in excess of 2,000.0 pounds is loaded or unloaded by the engine or train crew during the entire trip engineers and firemen, or helpers on other than steam power, will be paid local freight rates.

(d) There shall be no conversion except as specifically covered by this rule.

ARTICLE 11

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WORK AND WRECK TRAIN SERVICE

a. Engineers in work and wreck train service will be paid through freight rates according to the class of engine per day of eight (8) hours or less, 100 miles or less; miles made in excess of 100 miles will be paid for at the mileage rates. Overtime to be computed on speed basis of 12-1/2 miles per hour and paid for on the minute basis, at an hourly rate of 3/16 of the daily rate.

b. Trains handling company material exclusively from one terminal to another or intermediate points, and not performing work train service, shall be classes as through freight trains, and paid as such under the provisions of this schedule.

c. Engineers in work train service required to make up or put away their own trains at established terminals or do switching at established terminals will be paid for such service as per Paragraphs "1" and "in," Article 4.

Hostling arrangements at established terminals to govern.

Engineers in work train service when required to help other trains over hills will be paid for such service as per Article 18.

Engineers in work train service tied up between terminals and ordered to hold themselves in readiness for work will be allowed a work train day for each week day so held when not used in other service.

d. Engineers in work train service used after performing a full day's service of eight hours for the purpose of handling revenue freight will begin a new day and be paid as per Article 4.

TEMPORARY WORK TRAIN SERVICE

Engineers-Firemen-Agreement June B, 1954

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Mediation Case A-4327

"Temporary work train service out of the home terminal and going to tie up on line of road or return to the home terminal will use a made-up crew, except in case tied up on line of road and the following day used in work train service or run into the away-from-home terminal, in which case chain gang crew will be used.

"Temporary work train service out of the away-from-home terminal may be protected with chain gang crew and work back into the away-from-home terminal for one day only. If tied up on line of road for one night only and then worked or run into the home terminal, will be protected by chain gang crew. If work train to tie up at the away-from-home terminal or on line of road for more than one day, it will be protected by extra men."

WORK TRAIN SERVICE LODGING

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February 1, . 1980

Mr. R. W. Windham
General Chairman - BLE
1393 Quantock Drive
St. Louis, Missouri 63125

Dear Sir:

Reference to our conference this date when we agreed to amend the implementing agreement covering suitable lodging:

Without prejudice to our position regarding the moratorium provisions of Article XIII, Section 2(c) of the July 26, 1978 National Agreement, we are willing to make the following effective December 1, 1979:

Qualified engineers in work train service tied up on line of road at other than their assigned terminal, will be afforded lodging at a designated lodging facility if one is reasonably available, or if Carrier furnishes suitable transportation to and from a designated facility. If no designated lodging facility is reasonably available, the engineers will be reimbursed for actual necessary cost of lodging of quality equal to the nearest designated lodging facility, not to exceed the cost per person paid by the Carrier at said nearest designated lodging facility, not to exceed the cost per person paid by the Carrier at said nearest designated lodging facility. It will be the Carrier's option to transport the engineers to the nearest designated lodging facility or make the allowance provided for herein.

If the above meets with your approval, please affix your signature in the space provided below.

Yours truly,

/s/ O. B. SAYERS

AGREED:

/s/ R. W. WINDHAM
R. W. Windham General Chairman, BLE

ARTICLE 12

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PUSHER AND HELPER SERVICE

a. Through freight rates will apply on all pusher or helper service according to class of engines for eight (8) hours or less, 100 miles or less, overtime after eight hours; miles made in excess of 100 miles will be paid at the mileage rates. Overtime to be computed on speed basis of 12-1/2 miles per hour and paid for on the minute basis at an hourly rate of 3/16 of the daily rate.

b. Provisions of this article will apply to mine runs.

c. Pusher engines will not be considered as regular runs, unless they work as much as six (6) days per week.

ARTICLE 13

LIGHT ENGINE RATES

a. Engineers handling light engines in road service will be paid passenger rates when run as a section of a passenger train, or when crew handling light engine is going to, or returning from passenger service.

Other light engine movements will be paid through freight rates.

ARTICLE 14

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**TRAVELING SWITCH ENGINES
ARBITRATION BOARD NO, 554**

In the Matter of Arbitration
Between

Union Pacific Railroad Company
And

OPINION AND AWARD

Brotherhood of Locomotive Engineers

INTRODUCTION

On March 14, 1994, the Union Pacific Railroad Company (the "Carrier") served notice to the Brotherhood of Locomotive Engineers ("BLE" or the "Organization") that, pursuant to Article VII, Section 2 of the Award of Arbitration Board No. 458, dated May 19, 1986, it wished to 'negotiate a rule which would permit establishment of road switcher ("Dodger") in accordance with the terms and conditions' of a proposed agreement it had developed. On April 25, 1994, the Organization rejected the Carrier's proposal, asserting there was a Dodger Agreement already in place on the property and, therefore, it saw no need to change the existing arrangement.

Following meetings between the parties who were unable to agree on the Carrier's proposed agreement, the Carrier withdrew its proposal on February 7, 1995. The Carrier then stated its intent to pursue the matter to arbitration. Subsequently, the undersigned was selected to serve as Arbitrator and to render a final and binding Award.

BACKGROUND

Section 2-New Road Switcher Agreements, Article VII of the May 19, 1986 BLE National Agreement reads as follows:

- (a) Carriers that do not have rules or agreements that allow them to establish road switcher assignments throughout their system may serve a proposal for such a rule upon the

interested general chairman or chairmen. If agreement is not reached on the proposal within 20 days, the question shall be submitted to arbitration.

b) The arbitrator shall be selected by the parties or, if they fail to agree, the National Mediation Board will be required to name an arbitrator.

c) The arbitrator shall render a decision within 30 days from the date he accepts appointment. The decision shall not deal with the right of the carrier to establish road switcher assignments (such rights is recognized), but shall be restricted to enumerating the terms and conditions under which such assignments shall be compensated and operated.

(d) In determining the terms and conditions under which road switcher assignments shall be compensated and operated, the arbitrator will be guided by and confined to what are the prevailing features of other road switcher agreements found on Class 1 railroads, except that the five day yard rate shall apply to any assignment established under this Section."

The Organization's position in this matter is that there are already road switcher agreements on the property, as noted by its

Exhibit

C in its submission to this Board and in its basic Agreement with the Carrier. Therefore, the Organization submits that, because the

Carrier

already has the right to put "traveling switchers" at established through-freight terminals, there is no need to amend the parties' current Agreement. Thus, the Organization presents the question at issue as follow:

"Can the Carrier rewrite a roadswitcher agreement under P1.2 458 when there are already road switchers agreements on the property?"

Organiza-

The Carrier's position is summarized in a letter to the tion on March 29, 1995. That letter, in pertinent part, stated:

- 1) In general discussion, you agreed that the Company has the right put on traveling switchers at any location under the terms of the National Agreement. The primary issue is whether or not a standard Traveling Switcher Agreement reached pursuant to the National Agreement automatically replaces existing road switcher agreements.
- 2) I asked you what your position would be if we grandfathered existing road switchers; would you then agree to adopt the proposed standard agreement? You would not answer the question and would not commit one way or the other,
- 3) I read through the Company proposal and all sections were acceptable to you as is, Again. the only primary issue was the question of whether or not the standard agreement would replace existing agreements and secondarily, whether or not Side Letter No. 1 should be included with the Agreement.
- 4) In our discussion, it developed that you had not put the Company proposal out for ratification.

Accordingly, the Carrier submits that the following question is before the Board: "Is the Road Switcher Agreement ("RSA") negotiated by the parties, but not ratified, appropriate in 'terms and conditions under which road switcher assignments shall be compensated and operated' on the Carrier's property."

The Carrier's final proposal reads as follows:

In keeping with precepts set forth in Article VII of the May 19, 1986 ELE National Agreement, the parties signatory hereto agree the terms and conditions set forth herein shall govern establishment and operation of traveling switcher assignments,

It is agreed the terms and conditions for establishing and operating traveling switchers are as follows:

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Section (1) Traveling switcher assignments will be made with a regularly set starting time and with a regularly assigned on and off-duty point with a thirty-five (35) mile radius, or sixty (60) miles in one direction mileage limitation on a five, six or seven-day per week basis.

Note #1 In accordance with Side Letter *23 of the May 19, 1986 BLE National Agreement - 'JOINT STATEMENT

CONCERNING

EFFORTS TO IMPROVE THE COMPETITIVE ABILITIES OF THE INDUSTRY'-if

business

increases at an existing industry or a new shipper locates in close

proximity

to the established limits, the Carrier may service it with an existing road switcher by providing ten (10) days notice.

Note #2 Industries that are served by current TSE agreements and are beyond a thirty-five radius or sixty (60) miles in one direction, will not be affected by this Agreement.

Section (2) Traveling swicher assignments may be required to, without penalty, operate into, out of and through terminal of their run, or into, out of or through any point of their assignment, or over any part of their assignment as many times as may be required.

Section (3) Pay provisions pertaining to initial and final terminal switching and/or delay and terminal switching will not apply to these assignments.

B C D E F H I J L O P R S T U V W Y

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Section (4) Engineers in such service will be

paid the five-day yard rate for the entire trip or day's work. Eight hours or less shall constitute a day's work. Overtime will be computed on the minute basis and will be paid for all time on duty in excess of eight hours' service. Miles run shall not be taken into account for pay purposes.

Section (5) The National Holiday Agreement shall apply to road switcher without regard to mileage operated.

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Section (6) An assigned road switcher engineer who is required to work less than the bulletined number of days of the assignment will be paid a day's pay for each day not worked. If traffic is temporarily interrupted because of snow blockade, washouts, wrecks or similar obstructions, and it is impossible to perform regular service, the guarantee does not apply provided the engineer is notified at least four (4) hours prior to going on duty.

Section (7) Except as specifically provided herein, nothing contained in this agreement shall be construed as modifying, amending or superseding any of the provisions of schedule agreements.

This Agreement shall become effective immediately and shall remain in effect until revised or cancelled in accordance with the procedures prescribed by the Railway Labor Act, as amended.

Signed at Omaha, Nebraska, this day of ,1994
QUESTIONS AND ANSWERS

TRAVELING SWITCHER AGREEMENT

Section (1)

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1, Q. Does this Agreement give the Carrier the right to replace locals with TSE's?

A, Yes, however a TSE may not be designated as a local under the Letter Agreement dated April 24, 1946 of the applicable agreement.

2. 0. May the established starting time of a TSE be changed?

A. Yes, but if over one (1) hour from time established on last bulletin, the job will be rebulletined. In one (1) hour or less, will be notified prior to end of previous shift.

3. Q. Is the off duty point the same as the on duty point?

A. Yes.

4. Q. Are there any restrictions on TSE's at those locations where there are no yard crews assigned or on duty?

A, A TSE can perform all duties a road crew can do at such locations under the applicable rules.

B C D E F H I J L O P R S T U V W Y

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5. Q. Are there any restrictions on a TSE at those locations where a yard crew(s) is assigned and on duty?

A. Yes. A TSE may perform any duties in connection with its own train. No general yard switching may be performed if a yard crew is on duty.

Section (2)

1. Q. Is there any restriction on how many times a TSE may run back and forth over the limits of their assignment?

A. No, there is free movement over the territory of the assignment.

2. Q. Is there any restriction how often a TSE may operate into and out of or through terminals?

A. No, see the preceding answer;

General

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1. Q. What eating rule applies to TSE's?

A. TSE's are governed by paragraph 5 of the July 23, 1981 Memorandum of Agreement (Eating on Line of Road).

[1981 Eating Agreement Paragraph 5](#)

2. Q. Will TSE's operating under existing agreements be abolished and/or re-established?

A. No, but it is understood the preexisting agreements are superseded and the assignments will now be governed under the provisions of this Agreement.

"Side Letter No. 1
1860.65-1

Mr. M. L. Royal, Jr.
General Chairman - BLE
413 West Texas
Sherman, TX 75090-3755

Dear Sir:

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This has reference to Traveling Switcher Agreement executed this date and need to address assignment which may operate over more than one seniority district.

It was agreed that in those instances where an assignment is established at a location and the limits, as set forth in Section (1) of the Agreement, will encompass more than one seniority district and it is to be operated on multiple seniority districts, the appropriate local chairmen will promptly determine the proration (within thirty days from date job is established); should they be unable to agree the General Chairman and Director of Labor Relations will make the determination.

If the foregoing fairly sets forth our understanding regarding this matter, please so indicate by signing in the space provided below.

Yours truly,

T. L. Wilson, Sr.

Director-Labor Relations

I CONCUR: -
M. L. Royal, Jr.
General Chairman - 312"

FINDINGS

The evidence supports the Carrier in this matter. At the outset, it is clear under the terms of the governing National Agreement that the Carrier has the right to an agreement permitting the establishment of road switcher assignments. Without belaboring the point, unduly restricting the establishment of road switchers is contrary to the intent of the enabling provisions of the SLE National Agreement. Likewise, Public Law Board No. 959, Award No. 262 dated February 19, 1993 (Arbitrator Criswefl) recognized that road switchers may cross seniority districts.

The Carrier's proposed RSA is identical to the Agreement adopted by the UTU for the same territory in question here which further supports the conclusion that the Carrier's proposal should be adopted.

Indeed, the same question now before this Board was addressed by Arbitrator Dennis when he held:

The commonality of interests that these two two groups of employes share is obvious. It is equally obvious that harmony among the pay and work rules governing these two groups must exist. As a practical matter, efficient rail operations demand no less.

And last; I also note that the proposed RSA is also consistent with the UTU Road Switcher Agreement in the Carrier's Eastern District as well as those on other properties, including for example, the Chicago North Western Railroad.

Therefore, while I recognized and have duly considered the Organization's strong opposition in its submission and in its presentation before me to the Carrier's proposal, its advocacy runs counter to the clear intent of the parties' National Agreement and as supported by arbitral awards and other similar agreements.

AWARD

The Carrier's Road Switcher Agreement is presented in the body of this Award and as shown in the Carrier's submission (Exhibit "H") to this Board is adopted as the foundation of Award in this case. I find that the Carrier's position is correct.

Eckehard Muessig
Arbitrator

Files: 320-2841
320-2852

ROAD SWITCHERS, ETC.

Section 1 - Reduction in Work Week

(a) Carriers with road switcher (or similar operations), mine run or roustabout agreements in effect prior to the date of this Agreement that do not have the right to reduce six or seven-day assignments to not less than five, or to establish new assignments to work five days per week, shall have that right.

(b) The work days of five-day assignments reduced or established pursuant to Section 1(a) of this Article shall be consecutive. The five-day yard rate shall apply to new assignments established pursuant to section 1(a) of this Article. Assignments reduced pursuant to Section 1(a) shall be compensated in accordance with the provisions of Section 1(c).

(c) If the working days of an existing assignment as described in section 1(a) 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 on or after November 1, 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.

Section 2 - NEW Road Switcher Agreements

(a) Carriers that do not have rules or agreements that allow them to establish road switcher assignments throughout their system may serve a proposal for such a rule upon the interested general chairman or chairmen. If agreement is not reached on the proposal within 20 days, the question shall be submitted to arbitration.

(b) The arbitrator shall be selected by the parties or, if they fail to agree, the National Mediation Board will be requested to name an arbitrator.

ARTICLE 13

YARD SERVICE

a. Engineers in yard service will be paid the current rates according to class of engine; eight hours or less shall constitute a day's work. Except where engine crews are relieving each other on the same engine in continuous service, enginemen will report 15 minutes prior to the time for the crew to begin work and be paid therefore; if required to report more than 15 minutes in advance of the starting time, actual time will be allowed.

Yard engineers will be paid work train rates when handling wrecking outfit for four (4) hours or more of their day's work.

b. Where it has been the practice or rule to pay a yard engine crew or either member thereof arbitraries or special allowances, or to allow another minimum day for extra or additional service performed during the course of or continuous after the end of the regularly assigned hours, such practice or rule is hereby eliminated, except where such allowances are for individual service not properly within the scope of yard service, or as provided in paragraph "c."

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c. Where regularly assigned to perform service within switching limits, yard men 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 services

Note - The minimum hour referred to in paragraph "c" allows crew one hour for each time used in road service.

d. NOT REPRODUCED

Overtime

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e. 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; or when extra men are required by schedule rules to be used (any rules to the contrary to be changed accordingly all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on the minute basis at one and one-half times the hourly rate, according to class of engine.

Section 9. - overtime in Yard and Hostler Service. The following rule shall be added for extra men:

Overtime rate in yard and hostler service - Extra engineers, firemen, helpers on other than steam powers, hostlers, outside hostler helpers and yardmen.

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 twenty-four 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:

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

(b) 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 (b), shall not apply to employees paid road rates, but governed by yard rules.)

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(c) Where an extra man commences work on a second shift in a twenty-four 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 twenty-four 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.

(d) 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.

(e) Except as modified by other provisions of this rule, an extra employee working 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.

Note (1): On railroads where a seniority board is in effect the rule shall include a provision that in cases where there is a man or men on the board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

Note (2): The adoption of this rule shall not affect any existing rule in the schedule of any individual carrier relating to service performed on a succeeding trick when an employee's relief fails to report at the fixed starting time.

Note (3): Existing rules and practices on individual carriers for regular engineers, firemen, helpers on other than steam power, hostlers, outside hostler helpers and yardmen are not changed hereby.

Note: Above rule applicable to extra men. So far as regular men are concerned, no change results in existing rules of the Agreement - Article 15, paragraph (E) of the Engineers' and Firemen's Wage Agreements, and Article 53 (F) of the Firemen's Agreement. These articles to be revised as indicated above covering extra men.

(National Rules Agreement August 11, 1948)

(a) That service as a yard fireman, as a hostler and as a hostler helper constitutes three grades of service as interpreted by Special Board of Adjustment No. 151, Case W-F-2.

(b) A pro rata man will not be used more than once in a starting time cycle for yard engines to offset a punitive man called for either yard or hostling service in that cycle but, even though used in a starting time cycle for yard engines to offset a punitive man, he may still be used to offset one punitive man called for hostling service outside of the starting time cycles for yard engines.

Assignments

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

Starting Time

q. 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 48 hours' advance notice. Practices on individual roads as to handling of transfer crews are not affected by this section.

h. 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.

i. Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in paragraph "h"

j. 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 late than 10:30 p.m.

k. Where an independent assignment is worked regularly the starting time will be during one of the periods provided in paragraphs "i" and "j."

1. At points where only one yard crew is regularly employed, they can be started at any time, subject to paragraph "g."

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

Calculating Assignment and Meal Periods

n. 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.

Point for Beginning and Ending Day

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o. Yard engine crews shall have a designated point for going on duty and a designated point for going off duty. Yard engine crews pay shall continue until relieved at the point where they started to work.

p. The point for going on and off duty, will be governed by local conditions. In certain localities instructions will provide that engine crews will report at the hump, others report at yard office, others at engine houses or ready tracks. It is not considered that the place to report will be confined to any definitive number of feet, but the designation will indicate a definite and recognized location.

Lunch Time

q. Yard crews will be allowed 20 minutes for lunch between 4- 1/2 and 6 hours after starting work without deduction in pay.

Yard crews will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay for time therefore.

INSERT HOUSTON HUB AGREEMENT

Advertising Assignments

r. A road will give its yard engine crews the usual notice of change in working conditions as will enable crews to exercise their seniority under the seniority rules of the schedule.

Note - The purpose and intention of this rule is to give the men opportunity to exercise their seniority under the seniority rules of the schedule.

Yard enginemen required to work sixteen hours will resume work when their rest period is up under the Federal law, and then be permitted to work eight hours, or paid therefore.

Engineers in regular road service, when used in switch service, will be paid the through freight rate specified in Article 1. This will include extra men while they are representing such regular men.

Positions in yard service will be laid out in runs and regular engineers assigned to such runs in the different localities, in case of emergency, such as engine breaking down, transfer of stock, blockade of yard, or any other cause, making it necessary to change engineers temporarily, engineers will not refuse to go out of their location, but be ready to do all duty when called upon. If dissatisfied, they may present their case to the proper officer for adjustment.

YARD CREWS

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(a) Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:

(i) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.

(ii) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

Note: For performing the service provided in (a) (i) and (ii) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in engine or train service precedes November 1, 1985 and is not subject to general or other wage increases.

(iii) Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.

(iv) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of July 26, 1978, except by mutual agreement.

(b) Yard crews may perform hostling work without additional payment or penalty.

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INCIDENTAL WORK

Road and yard employees in engine service and qualified ground service employees may perform the following items of work in connection with their own assignments without additional compensation:

(a) Handle switches

(b) Move, turn, spot and fuel locomotives

(c) Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts

(d) Inspect locomotives

(e) Start or shutdown locomotives

(f) Make head-end air tests

(g) Prepare reports while under pay

- (h) Use communication devices; copy and handle train orders, clearances and/or other messages
- (i) Any duties formerly performed by firemen.

CONSTRUCTION OF ARTICLE

Nothing in this Article is intended to restrict any of the existing rights of a carrier.

This Article shall become effective June 1, 1986 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

INSERT APPROPRIATE SIDE LETTERS FROM 1986 NATIONAL AGREEMENT

ARTICLE 15 (R) . - ENGINEERS' AND
FIREMEN'S SCHEDULE

Engineers and Firemen - Agreement June 8, 1954 -
Mediation Agreement A-4327

"Positions in yard service will be laid out in runs and regular engineers (firemen) assigned to such runs in the different localities. In case of emergency, such as engine breaking down, transfer of stock, blockade of yard, or any other cause, making it necessary to change engineers temporarily, engineers (firemen) will not refuse to go out of their location, but be ready to do all duty when called upon. If dissatisfied, they may present their case to the proper officer for adjustment."

and furthermore:

"In the application of that part of the last paragraph of Article 15(r) it is understood that the words 'or any other cause' shall mean that engineers (firemen) will not be temporarily changed when to do so would deprive them of the work of their regular assignments, except under other provisions of the rule; but they may be used on work not specified in their regular assignments in order to complete their tour of duty.

"This will not affect any other provision of the schedule."

Five Day Work Week

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253-3

Section 2.

(a) The Carrier will establish for locomotive engineers in yard, transfer or belt line service or combinations thereof a work week of five (5) basic days. Except as otherwise provided in this agreement the work week will consist of five (5) consecutive days with two consecutive 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 of the Carrier and the representative or representatives designated by the Brotherhood will meet and agree on details and methods for rebulletining and reassigning jobs to conform with the five-day week.

(c) Effective with the establishment of the Five-Day-Workweek in Yard Service the Standard Basic Daily Rates of Pay for "Five Day Work Week" will be made effective.

Section 2

The term "work week" for regularly assigned employes 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 days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employes when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employes.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employe or employes they are relieving.

(b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employe or employes they are relieving.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(d) 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) and (b) of this Section 3.

(e) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

Section 4

(a) Accumulation - Agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

(b) Days Off. - In cases where day or days off is to be filled which cannot be made a part of a regular assignment at an outlying or small yard and there are no extra men at the point, by agreement between representatives of the carrier and the organization, such day or days may be filled by using the regular men and be paid for at straight-time rate.

Section 5 - Regular Employee

(a) Existing rules which relate to the payment of daily overtime for regular assigned employes and practices there under 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 agreement shall be paid for at the straight-time rate.

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(b) Regular assigned yard employes worked as such 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) As provided in section 4 (a) and (b);
- (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 of f;
- (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 event an additional day's pay at the straight-time rate is paid to an employe 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 3, 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. 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 five-day week.

Section 6 - Extra Employee

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(a) Existing rules which relate to the payment of daily overtime for extra employes and practices thereunder are not changing hereby. Any shift in yard service in excess of eleven straight-time shifts in a semi-monthly period will be paid for at time and one-half rate.

Note: It is recognized that the carrier is entitled to have an extra employe work eleven straight time shifts in yard service in a semi-monthly 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 in yard service in a semi-monthly period he will remain on the extra board, but will not be used in yard service during the remainder of that period if other extra men are available who can work in such service at the straight time rate.

(b) In the event an additional day's pay at the straight time rate is paid to an extra employe for other service performed or started during the course of his tour of duty in yard service, 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 employes in the application of this Section 6.

Section 7 - Vacations

Engineers working under this five-day week agreement will be granted vacations in accordance with the appropriate provisions of the National Vacation Agreement of April 29, 1949, effective July 1, 1949, as amended.

Section 8

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

Section 9

(a) All regular or regular relief *assignments* shall be for five consecutive calendar days per week of not less than eight consecutive hours per day, except as otherwise provided in this agreement.

Positions working five (5) days per week will be advertised and regular engineers assigned. Such advertisement will show the days assigned to work and rest days. If rest days are changed, the job will be abolished and readvertised.

(b) An employe on a regular or regular relief assignment who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the employe 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 employe in yard service who under schedule rules goes on an extra board, may work on a board for the remainder of the semi-monthly period, provided the combined days worked in yard service on the regular assignment and an extra board do not exceed eleven straight time days. He will then be subject to the 'Note' under section 6 of this agreement.

(d) An employe who leaves an 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 an extra board.

(e) Except as provided in paragraphs (b), (c) and (d) of this section -

Regular employees will not be permitted to work more than five straight time eight-hour shifts in a work week.

Extra employe will not be permitted to work more than eleven straight time eight-hour shifts in a semi-monthly period.

in yard service, and each excluding the exceptions from the computations provided for in section 5, paragraphs (b) and (c).

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(f) Whenever a regular or regular relief yard assignment is annulled on an assigned work day the assigned engineer may be held on such assignment and be compensated for each work day annulled. This will also apply to an extra engineer filling a temporary vacancy at an outlying point.

Section 10

(a) The provisions of this agreement applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof.

(b) None of the provisions of this agreement relating to starting time shall be applicable to any classification of employes included within the scope of this agreement which is not now subject to starting time rules.

Section 11

Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards and the operation of working lists, etc., shall be changed or eliminated to conform to the provisions of this agreement in order to implement the operation of the reduced work week on a straight time basis.

section 12

The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General chairman) of the employes, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

ARTICLE 17

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BACKING ENGINES UP

Engineers will not be required to back up at night except when doubling hills, running for water, breaking in two or on account of wrecks, breakdowns, and washouts; work trains and helpers not included.

ARTICLE 18

DOUBLING HILLS

Engineers in other than passenger service, doubling hills, or when necessary to cut off to help other trains over hills, or through no fault of their own to run for coal or water, will be paid actual mileage, miles made to be added to mileage of run, and overtime computed on basis of 12-1/2 miles per hour.

No allowance will be made under paragraph "b" unless the mileage made added to the mileage of the run exceeds the basic day.

AGREEMENT

Oct. 3, 1975

320-7406

277-7915

In consideration of understandings and agreements reached in recent conference, IT IS AGREED:

Carrier will furnish the employes represented by the undersigned with a statement showing how their time and pay are computed for each pay period.

These statements will be furnished as promptly as possible with the view of ultimately furnishing them along with the pay checks.

ARTICLE 22

Agreement — May 23, 1952 -
More than one class of Road Service Arbitration
Award No. 163

AWARD

Question No, 1: "Should any rule covering More Than One Class of Road Service be granted?"

The Board finds there is no controversy over this question. All parties to this proceeding now agree, as a matter of record, that there should be a rule.

Question No. 2: "What shall be the language of the rule?"

Subject to and in keeping with the provisions of Paragraph 4 of the Arbitration Agreement of July 17, 1952, the Board finds that a new rule should be awarded as follows:

I. 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:

1. Except as qualified by A-2 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. When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid to the engineer, fireman and/or helper for the entire day or trip.
2. 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.

When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any engine shall be paid to the engineer, fireman and/or helper for 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.

Examples for the Application of this Paragraph A-2 Are:

(Examples herein superseded by current National Agreement.)

(a) An employee in through freight service on a run of 100 miles is on duty a spread of 8 hours, including 2 hours of another class of road service — Employee will be paid 100 miles or 8 hours at pro rata rate for the trip plus 2 hours at pro rata rate for the other class of road service> both payments to be at the highest rate applicable to any class of service performed.

(b) An employee in through freight service on a run of 100 miles is on duty a spread of 9 hours, including 2 hours of another class of road service -- Employee will be paid 100 miles or B hours at pro rata rate for the trip plus 1 hour at pro rata rate and 1 hour at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(c) An employee in through freight service on a run of 100 miles is on duty a spread of 10 hours, including 2 hours of another class of road service – Employee will be paid 100 miles or 8 hours at pro rata rate f or the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(d) An employee in through freight service on a run of 100 miles is on duty a spread of 12 hours, including 2 hours of another class of road service — Employee will be paid 100 miles or 8 hours at pro rata rate plus 2 hours at time and one-half for the trip plus 2 hours at time and one-half for 'the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(e) An employee in through freight service on a run of 150 miles is on duty a spread of 10 hours, including 2 hours of another class of road service — Employee will be paid 150 miles or 12 hours at pro rata rate for the trip, plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

B. This rule applies to:

1. Unassigned and/or assigned road service.
2. Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty.
3. Passenger service, except that helper or pusher service not a 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:

1. 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.
2. Conversion rules.
3. Terminal switching and/or special terminal allowance rules.

D. The overtime basis for the rate paid will apply for the entire trip.

It is understood that service performed as an engineer and that of a fireman or helper, cannot be coupled under the application of this rule.

When two or more locomotives of different weights on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid for the entire day or trip.

ARTICLE 23

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ATTENDING • COURT, GIVING DEPOSITION
AND JURY DUTY

a. Engineers required by the railroad to serve as witnesses at court or inquests will be paid the regular allowance not including overtime made with their engines or runs while absent on such business, and necessary expenses when away from home.

b. Extra engineers, when representing regular engineers, shall be paid the same as regular engineers.

c. Should a regular engineer be called to attend court or inquests when he is laying off, or on his layover days, he will be paid a minimum thru freight day and expenses as above.

d. Time earned attending court or inquests to be returned on pay roll same as other service.

e. (1) Engineers ordered by the Carrier to report to attorneys to give depositions, to claim agents to make statements or to Company officers to make injury reports at a time when they are off duty shall be paid for all time held to make such deposition, statement or injury report after the time ordered to report on a minute basis with a minimum of two (20 hours at pro rata rate.

Regular assigned men shall be paid at the rate of their regular assignment. Extra engineers shall be paid at the minimum through freight rate.

(2) Regular assigned men who lose time from their assignment will be paid for actual earnings lost and the payment provided for in Item (1) does not apply.

Extra men who lose their turn on the extra list and who do not get out on the calendar day will be paid a minimum day at through freight rate and the payment provided for in Item (1) does not apply.

(3) No other payment shall be made other than as provided for in Items (1) and (2).

This Agreement to become effective September 2, 1966. 320-55-X

ARTICLE V - JURY DUTY

Effective fifteen (15) days after the date of this Agreement, Article X of the May 13, 1971 Agreement is amended to read as follows:

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each day, exceptin9 allowances paid by the court for meals, lod9ing or transportation, subject to the following qualification requirements and limitations:

(1) An employee must furnish the carrier with a statement from the court of jury allowances paid on which jury duty was performed.

(2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

ARTICLE C-4

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BEREAVEMENT LEAVE

(Article XII - National Agreement of July 26, 1978)

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner.

ARTICLE 24

WATCHING ENGINES

Engineers shall not be required to watch engines, except in cases of emergency. When performing such service, shall be allowed their schedule rates of pay for each hour so employed.

ARTICLE 25

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DEADHEADING

Existing rules covering deadheading are revised as follows:

Section 1 - payment When deadheading and Service Are Combined

(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.

Section 2 - Payment For Deadheading Separate From Service When deadheading is paid for or 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 2 (b).

* Employees whose seniority in engine or train service precedes November 1, 1985.

** Employees whose earliest seniority date in engine or train service is established on or after November 1, 1985.

Section 3 - Applications

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

This Article shall become effective July 1, 1986 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

A minimum basic day will be paid for a deadhead trip to an outlying point if no service is performed within twelve hours from the commencement of the deadhead trip.

The minimum basic day will not apply when deadheaded to the home terminal.

INSERT DEADHEAD EXAMPLES FROM 1986 AGREEMENT SIDELETTER #4

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EXAMPLES OF APPLICATION OF DEADHEAD RULE, ARTICLE VI

The following examples illustrate application of the rule to all employees regardless of when their seniority date in engine service was established, except where specifically stated otherwise:

1. What payment would be due an engineer who performed road service from A, the home terminal, to B, the away-from-home terminal, a distance of 170 miles, and deadheaded from B to A, with the service and deadhead combined between A-B-A?

A. A minimum day and 70 over-miles for the service and a minimum day and 70 over-miles for the deadhead.

2. What would be the payment under Question 1 if the distance between A and B were 75 miles?

A. A minimum day and 50 over-miles.

3. What payment would be due an engineer who performed road service from A to B, a distance of 170 miles, taking rest at B, and then being deadheaded separate and apart from service from B to A, with the deadhead consuming 8 hours?

A. A minimum day and 70 over-miles for the service trip from A to B, and a minimum day at the basic rate applicable to the class of service in connection with which the deadheading is performed.

4. What payment would be due an engineer who performed road service from A to B, a distance of 170 miles, taking rest at B, and then deadheading separately from service B to A, with the deadhead being completed in 10 hours?

A. He would be paid a minimum day and 70 over-miles for the service trip from A to B, and 10 hours straight time rate of pay at the basic rate applicable to the class of service in connection with which the deadheading is performed.

5. An engineer operates a train from his home terminal, point A, to the away-from-home terminal, point B, a distance of 170 miles. Upon arrival at the away-from-home terminal, he is ordered to deadhead, separate and apart from service, to the home terminal. The time deadheading is 5 hours. What payment is due?

A. A minimum day plus 70 over-miles for service. A minimum day for deadhead if employees' seniority in engine or train service antedates November 1, 1985; otherwise, 5 hours.

6. Would at least a minimum day at the basic rate applicable to the class of service in connection with which the deadheading is performed be paid when a deadhead is separate and apart from service and the actual time consumed is the equivalent of a minimum day or less?

A. Yes, for employees whose seniority in engine or train service antedates November 1, 1985. Actual time will be paid to others.

7. An engineer is called to deadhead from point A to point B, a distance of 50 miles, to operate a train back to point A. He is instructed to combine deadhead and service. Total elapsed time for the deadhead and service is 7 hours, 30 minutes. What payment is due?

A. A minimum day.

8. An engineer is called to deadhead from point A to point B, a distance of 50 miles, to operate 8 train from point B to point C, a distance of 75 miles. He is instructed to combine deadhead and service. Total elapsed time is 10 hours. What payment is due?

A. A minimum day plus 25 over-miles.

9. An engineer operates a train from point A to point B, a distance of 50 miles. He is ordered to deadhead back to point A, service and deadhead combined. Total elapsed time, 8 hours, 30 minutes. What payment is due?

A. A minimum day plus 30 minutes overtime.

10. An engineer operates a train from his home terminal, point A, to the away-from-home terminal, point B, a distance of 275 miles. After rest, he is ordered to deadhead, separate and apart from service, to the home terminal. Time deadheading is 9 hours, 10 minutes. What payment is due?

A. A minimum day plus 175 over-miles for service, 9 hours, 10 minutes straight time for the deadhead.

11. How is an engineer to know whether or not deadheading is combined with service?

A. When deadheading for which called is combined with subsequent service, the engineer should be notified when called. When deadheading is to be combined with prior service, the engineer should be notified before being relieved from service. If not so notified, deadheading and service cannot be combined.

The following examples illustrate the application of the rule to employees whose earliest seniority date in engine or train service is established on or after November 1, 1985:

1. An engineer is called to deadhead from his home terminal to an away-from-home point. He last performed service 30 hours prior to commencing the deadhead trip. The deadhead trip consumed 5 hours and was not combined with the service trip. The service trip out of the away-from-home terminal began within 6 hours from the time the deadhead trip was completed. What payment is due?

A. 5 hours at the straight time rate.

2. What payment would have been made to the engineer in example 1 if the service trip out of the away-from-home terminal had begun 17 hours after the time the deadhead trip ended, and the held-away rule was not applicable?

A. A minimum day for the deadhead.

3. What payment would have been made to the engineer in example 1 if the service trip out of the away-from-home terminal had begun 18 hours after the time the deadhead trip ended, and the engineer received 2 hours pay under the held-away rule?

A. 6 hours at the straight time rate.

4. An engineer is deadheaded to the home terminal after having performed service into the away-from-home terminal. The deadhead trip, which consumed 5 hours and was not combined with the service trip, commenced 8 hours after the service trip ended. What payment is due?

A. 5 hours at the straight time rate.

5. What payment would have been made to the engineer in example 4 if the deadhead trip had begun 18 hours after the service trip ended and the held-away rule was not applicable.

A. A minimum day for the deadhead.

6. What payment would have been made to the engineer in example 4 if the deadhead trip had begun 18 hours after the time the service trip ended and the engineer received 2 hours pay under the held-away rule?

A. 6 hours at the straight time rate.

7. An engineer is deadheaded from the home terminal to an away-from-home location. Ten (10) hours after completion of the trip, he is deadheaded to the home terminal without having performed service. The deadhead trips each consumed two hours. What payment is due?

A. A minimum day for the combined deadhead trips.

* NOTE: The amount of over-miles shown in the examples are on the basis of a 100 mile day. The number of over-miles will be reduced in accordance with the application of Article IV, Section 2, of this Agreement.

INFORMAL DISPUTES COMMITTEE RULING ISSUE #12 APPLICATION OF THE 1986 DEADHEAD RULE

BLE and NCCC
1986 National Agreement

Informal Disputes Comm.

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ISSUE NO. 12

Does a runaround occur when deadheading and service are combined out of the away-from-home terminal and there are rested and available engineers at such terminal?

Pertinent Agreement Provision

ARTICLE VI - DEADHEADING

"Existing rules covering deadheading are revised as follows:

Section 1 - Payment When Deadheading and Service Are Combined

"(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 service trip from such home terminal to such away-from-home terminal and the distance between the two terminals exceed the applicable mileage for a basic day, the rate paid for the basic day mileage portion of the service trip and deadhead shall be at the full basic daily rate."

Discussion

Prior to the May 19, 1986 Arbitrated Agreement, engineers who deadheaded from their home terminal to their away-from-home terminal were released (to avoid runaround claims) . This dispute concerns whether or not the Carriers may combine service with deadheading to engineers working in pool or unassigned service operating under a first-in and first-out basis for their runs. More specifically, does a runaround occur when an engineer is directed to deadhead from his home terminal to his away-from-home terminal and then immediately performs a working trip back to his home terminal in combined service on a continuous mileage or time basis even if another engineer is rested and available at the away-from-home terminal? To promote efficient operations, the Carriers are most likely to combine deadheading with service on runs involving mileage totaling less than 106 miles (the current basic day).

The Organization relies on agreed upon Question and Answer No. 1 under Article VI, Section 2 which reads:

"Q-1: Can a runaround occur when a crew working into the away-from-home terminal is relieved and deadheaded home separate from service

"A-i: Local runaround rules continue to apply." [Emphasis added.]

The above Question assumes that the Carrier has elected to separate deadheading from

the service component of the engineer's trip and thus, the Answer is inapplicable to Issue No. 12.

Next, the Organization argues that since Arbitration Award No. 458 did not address runarounds or engineers' order of turn, the local rules survived.

An examination of the historical evolution of the rule discloses that the first sentence of Article VI, Section 1(a) was lifted from Paragraph (a) of Article G-c-1 in the BLE Agreement with the Consolidated Rail Corporation. The Conrail Rule also provides that when deadheading is combined with service, away-from-home terminal crews may be deadheaded without regard to the standing of other crews on the board. (See Paragraph (b) of Article G-c-1.) Put differently, the combination of deadheading with service does not result in running around a rested and available engineer on the Extra List or in a pool. Moreover, the genesis of the Conrail Rule was an almost identical provision on the former Pennsylvania Railroad. The rule, which dates back to 1928, was interpreted to allow deadheading in and out of an away-from-home terminal regardless of whether or not engineers at the away-from-home terminal were rested and available for service. [See the Interpretation Issued by the Pennsylvania Railroad System Joint Reviewing Committee Engine and Train Service Employees.] This interpretation was followed on the former Pennsylvania and then carried forward on the successor line, Conrail. Absent a distinguishing interpretation (such as in Issue No. 10), this Committee must affirm the well entrenched past practice emanating from the railroad where the rule originated. Indeed, in agreed upon Question and Answer No. 1 under Article VI, Section 1, the parties contemplated that the new deadheading rule would be applied in a blanket fashion. Even though the Question and Answer addressed the problem of notice, the parties implicitly anticipated that crews could be deadheaded in and out of away-from-home terminals subject only to the notice requirement despite the existence of runaround and first-in, first-out rules on the various railroad properties. In view of the broad language in the introductory clause to Article VI, the local runaround rules must give way to Article VI, Section 1(a) of the Arbitrated National Agreement unless deadheading is separated from service.

Answer to Issue No. 12: No.

DATED: May 16, 1988
Larry D. McFather Organization's Member
Charles I. Hopkins Carrier's Member
John B. LaRocco Netural Member

MISSOURI PACIFIC RAILROAD COMPANY
LABOR BULLETIN NO. 29

St. Louis - June 30, 1931

A-W 277-1214

ENGINEMEN - DEADHEAD RULE
RELIEF AND EXERCISE OF SENIORITY
ON OUTSIDE RUNS.

The following is the practice on the railroad and agreed application of the deadhead rule with respect to relief and exercise of seniority on outside runs:

An extra man sent out to relieve an engineman on an outside run or run tying up at an outside point will be paid for deadheading to and from the point of work. A

senior extra man relieving the extra man originally sent out to such outside run will do so without pay for deadheading, going or returning; the intention being that the railroad will pay for one deadhead trip in each direction for the purpose of relieving an engineman laying off for any reason on an outside job.

Enginemen exercising seniority on outside runs will do so without pay for deadheading. Men regularly assigned to such outside runs, displaced by senior enginemen, will be paid for deadheading to home terminal.

/s/ E. C. Wills
Assistant General Manager

**DEADHEADING ENGINEER TO OUTSIDE
RUN OR JOB FROM EXTRA BOARD AFTER
LAYING OFF ON CALL**

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Letter June 12, 1953 (File 277-1214). Agreed on interpretation of Article 25 of the Engineers' Agreement with General Chairman-BLE, in connection with allowance of deadhead pay.

"Interpretation Article 25 - Deadheading - Engineers' Schedule

"When an engineer on an outside run or job vacates his run or job, the engineer first out on the engineers' extra board is called in his turn to deadhead to the outside point to protect the run or job. If the extra engineer first out lays off on the call, it is necessary to call the extra engineer second out to protect the vacancy; therefore, he is protecting the turn of the engineer who was first out. The question is: who is entitled to deadhead pay going to and returning from the run or job?

"The engineer second out who was called, deadheaded to the run or job and actually performed service on the run or job would be entitled to the deadhead pay according to Article 25.

"When the engineer who was first out and who laid off reports for duty, he should be deadheaded to the run or job to relieve the engineer who had protected his turn. The extra engineer would be deadheaded from the job and paid therefore. When the regular engineer reports, the extra engineer who had been first out and laid off should be deadheaded from the job without pay for deadheading. He would not be entitled to pay for deadheading for the reason that he did not protect his turn when he was called and by his actions the engineer second out was forced to protect his turn; therefore, the engineer-who was~ second out and protected the turn would be entitled to the deadhead pay to and returning from the run or job at an outside point "

ARTICLE 26

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CALLING

a. Engineers shall be called in their turn at all division or terminal stations one hour before the time required to report for duty. Arrangements, however, may be made by individual engineers with proper officers for an earlier call, where conditions permit. The caller shall have a book in which engineers must register their names, and hour when called.

b. An engineer's time shall commence one hour after he signs the caller's book, unless arrangements have been made to be called in excess of one hour as per paragraph "a." All engineers' time shall be taken from the roundhouse register instead of the conductor's register or train sheet; register to be kept in convenient place.

Engineers are not required to register out except at points where no callers are kept.

c. Any engineer failing or refusing to respond promptly, when called, thereby delaying his train, may be punished by assessing not to exceed fifteen demerits; for a second offense, he will be liable to discharge, unless he gives satisfactory excuse.

d. Chaingang engineers will be run "first in, first out" of terminals. Available chain gang engineers run around by engineers of their own territory, or those of others, will be allowed one half basic day. Engineers will not be permitted to run by terminal points where it affects other engineers in like service, except in cases of wrecks or washouts. It is agreed that the Missouri Pacific Railroad Company will not establish additional freight runs for engineers and firemen through terminal points without first reaching agreement with the representatives of the Engineers and Firemen, and that negotiations of such an agreement are to be on a reasonable and practical basis with both Carrier and Employees recognizing each other's fundamental rights.

Extra engineers shall be run "first in, first out." Each trip into the home terminal to stand by itself, except as otherwise provided.

Silk trains, troop trains and trains of empty passenger equipment going to and returning from troop movements, will be handled by chain gang freight engineers, who will be paid through freight rates and conditions for such service.

When chain-gang, or extra engineers, are towed or deadheaded to terminals in, or on a freight train, the crew deadheading shall stand first out.

When calling chain gang crews for deadhead and service trip simultaneously, the crew first out will be used for deadhead trip. This rule will also apply when extra engineers are called for a deadhead and service trip simultaneously.

e. An engineer, not called for his regular assigned run, through no fault of his own, will be paid the regular allowance of such run, not including overtime and will wait for his turn, unless his services are needed by the railroad before his regular turn out. When used while waiting for his turn, the time so earned will be used to offset all or a portion of the time lost, as the case may be.

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National Agreement - May 23, 1952 - Engineers

ARTICLE 8. - REPORTING FOR DUTY

(a) In assigned road service where under existing rules employees report for duty without being notified or called and it is desired on any day to defer the reporting time, advance notice shall be given not less than the usual advance calling time for reporting for duty at each terminal and in accordance with usual calling practices at such terminal. The employee shall be notified at such time when he is to report and only one such deferment may be made. In such cases the time of the trip or tour of duty shall begin at the time the employee is required in accordance with said notice of change to report for duty. If not so notified, the reporting time shall be as provided in the agreement.

(b) Where employees are notified by call of time at which to report, existing rules or practices are not changed or affected by this rule.

ARTICLE 27

LAY-OVER

a. On runs where two or more engineers lay up over Sunday, away from home, one engineer alternately, will be allowed to visit their families, returning in time to take out their runs.

b. Local engineers at outlying points will not be used on Sundays except in cases of emergencies.

ARTICLE 28

ASSIGNMENT OF ENGINEERS

a. The superintendent and the Local Chairman by agreement will assign to a division or territory no more engineers than are necessary to move the traffic with dispatch.

b. Should there be a surplus of engineers on account of dull business, or other causes, senior engineers on the division shall have preference for work and the junior men according to their term of service may be suspended or temporarily laid off.

ARTICLE 29

REDUCTION OF FORCE

When decreased business requires it, engineers suspended on such account will retain their seniority rights until again needed, of which they shall be notified by the Master Mechanic or Local Chairman providing he is kept advised of their whereabouts, nature of the work they are engaged in, and their desire to return to the service. Should an engineer within a reasonable time not return when offered service, his rights shall cease.

ARTICLE 30

TRANSFER OF ENGINEERS

a. When engineers are suspended from service on account of decreased business, they will, if possible, be temporarily transferred to other parts of the system if they so desire (for 60 days only), instead of hiring or promoting men. Should business on home territory justify before 60 days, they will be recalled by their own Superintendent, Should they return to their own territory prior to 60 days, unless released or recalled by their own Superintendent, they will be considered new men on the territory. Men suspended and transferred as above will receive no pay for deadheading.

b. Should there still be a shortage of engineers on the territory to which transferred, an engineer will be hired, permanently transferred or a fireman promoted, as provided in Paragraph "c" of Article 40. Permanently transferred engineers will be considered as hired on the territory to which transferred.

c. All demoted engineers desiring to be transferred will make application to their Local Chairman, their names will be filed with the General Chairman. Demoted engineers not making application will not be transferred. Demoted engineers making application must transfer.

UP /MKT MERGER AGREEMENT

ARTICLE 31

ENGINE FAILURES

When an engine fails it may be returned to the initial or run to the objective terminal, providing the engineer leave the initial terminal on his return within five hours from the time of first departure, or the objective terminal within one hour from time of arrival with disabled engine and within ten hours from the time of first departure; in each case without tonnage, and that he can complete the trip within fifteen hours. Compensation for additional actual mileage or hours made on account of engine failure will be allowed independent of trip. Should the engineer not leave the initial terminal within five hours of the first departure, he will be allowed one day for service performed, which will not be combined with other work. This Article will not abridge the rights of engineers on assigned runs as provided in paragraph "j" of Article 40.

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MULTIPLE UNIT DIESELS

**Engineers - Firemen - Agreement June 8, 1934
- Mediation Case A-4327**

When the units of a diesel locomotive are connected so that they may be operated from one set of controls and one or more of the units are inoperative, those units constitute a part of the locomotive. So that there will be no misunderstanding about the matter of connections being in place, if a unit is placed in the train in tow the engineer and the conductor are both to be notified that such unit is in tow. Failure to receive such message that the unit is in tow, and said unit is coupled to the operative unit or units, the engine crew will consider that the inoperative unit or units are a part of its locomotive, and the weight of same will be included in computing weight on drivers for pay purposes.

ARTICLE 33

**PAY OF ROAD ENGINEERS TIED UP ON
THE ROAD UNDER LAW**

a. Under the laws limiting the hours on duty, engineers 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 fourteen hours on duty under Federal law, or within two hours of the time limit provided by state laws if state laws govern.

b. If road engineers are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their services will be paid for under the provisions of this schedule.

c. When road engineers are tied up between terminals under the law, they shall again be considered on duty and under 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 or ten hours, to be the period of rest for the entire crew.

Paragraphs d. e. f. and g. superseded by May 19, 1986 National Agreement and Letter Agreement effective January 1, 1989 C

h. Engine crews will not be tied up at points where there are no accommodations for eating or sleeping, when possible to avoid.

Division officers will get in touch with crews liable to be tied up and make arrangements as may be necessary for the tie-up point and protection of the engine.

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WAITING ON TRANSPORT

**MEMORANDUM AGREEMENT
between the
MISSOURI PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

Article 33 of the Agreement between the Carrier and the Organization dated October 1, 1977 is titled Pay of Road Engineers Tied Up On The Road Under Law.

An additional paragraph reading as follows will be added to Article 33(f):

If the relief crew, tow train or transportation in the form of a company vehicle, taxi cab, etc., does not arrive at the point tied up within one hour of the time tied up, a separate payment on a minute basis will be allowed for all waiting time in excess of one hour.

This agreement signed at St. Louis, Missouri, this 28th day of August, 1981.

For the	For the
BROTHERHOOD OF LOCOMOTIVE	MISSOURI PACIFIC RAILROAD
ENGINEERS	COMPANY
/s/ R. W. Windhain	/s/ O. B. sayers
General Chairman	Director of Labor Relations

File: 277-7401

ARTICLE 34

ICE

Ice kegs and ice will be furnished on all engines west of St. Louis and north of Coffeyville, between May 1st and October 1st, and on all engines south of St. Louis and Coffeyville between April 1st and November 1st, at all points where it is furnished other employes. When exceptional warm weather prevails the Superintendent may extend the period in which ice is furnished.

ARTICLE 35

LOSS OR BREAKAGE OP TOOLS, ETC.

No fines will be imposed upon engineers for loss or breakage of tools , for damages incurred by accidents to rolling stock on the road, or for stock killed or injured. Engineers agree to use their best efforts to avoid accidents and damages as far as possible.

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ARTICLE 36

**EATING
AGREEMENT
between the
MISSOURI PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

This Agreement is in full and final settlement of those portions of the following formal Notices as they relate to eating on line of road: September 1, 1977, served by General Chairman H. W. Windham (Upper Lines); April 21, 1978, served by General Chairman M. L. Royal (Former T&P); June 29, 1978, served by General Chairman A. J. Beavers (Former Gulf District) covered by 14MB Canes Nos. 10378 and 10408. (Also applies to former C&EI.)

AGREED:

1. Engineers in through and irregular freight service will be allowed time for a meal between terminals after being on duty five (5) hours or more when it is apparent the trip cannot be completed within eight (8) hours, provided they notify the dispatcher sufficiently in advance to avoid delay to other trains.

2. In the application of this Agreement, engineers will exercise prudence and good judgment in order to expedite the movement of trains, and Carrier officers and supervisors will honor requests to eat under the provisions of this Agreement.

3. Notwithstanding, and in addition to other provisions of this Agreement, where eating places are available, engineers will be allowed to eat on line of road when their train is being delayed to the extent that eating will not cause further delay to their train or work. This will also apply after arrival at the final terminal.

4. Engineers arriving at their final terminals without having stopped to eat within the last six hours and are then instructed to perform switching other than putting their train away (including the engine) will be allowed to eat, without deduction in pay, prior to performing such switching.

5. In local, traveling switcher, dodger, work and wrecker service, engineers will be allowed to stop work and eat during each tour of duty that cannot be completed in six (6) hours or less from time on duty, unless they waive the opportunity to do so. (This Section 5 does not change present rules or practices with respect to furnishing engineers on relief trains meals on commissary cars.) [Return to TSE Eating Rule](#)

6. There will be no requirement to allow engineers to stop and eat more than once during a single tour of duty. All employees eating on line-of-road or at the final terminal under Section 2 hereof, must do so with the least delay reasonably possible.

7. When engineers are tied up on line-of-road because of the Hours of Service Law, or any other reason, and are then transported by automobile or similar vehicle operated by an officer or employe of the Carrier, the engineers will be allowed to eat at the first reasonably convenient place on the way to the terminal, provided that the engineers have not stopped to eat within the last six (6) hours. This will also apply when engineers are transported by taxi cab,

8. The foregoing does not confer on any engineer the unilateral right to stop to eat without first notifying the dispatcher.

9. After engineers have been on duty ten (10) hours, they will not delay their trains to eat when to do so will result in their tying up under the Hours of Service Law or cause substantial delay to other trains.

This Agreement signed at St. Louis, Missouri, this 23rd day of July, 1981, to become effective August 16, 1981, as a separate agreement between the Carrier and each General Committee of Adjustment signatory hereto.

FOR THE ORGANIZATION:

/s/ A. J. BEAVERS General Chairman - BLE /5/ M. L. ROYAL General Chairman - BLE /s/
H. E. LANDRUS General Chairman - BLE /s/ R. W. WINDHAM
General Chairman - BLE

APPROVED:

/s/ E. E. WATSON
Vice President - BLE

FOR THE CARRIER:

/s/ O. B. SAYERS
Director of Labor Relations
Files: 277-7328
277-7327-1
308-236

ARTICLE 37

HANDLING ENGINES AT TERMINAL

Not Reproduced Except As Follows:

DIESEL ENGINE UNDERSTANDING - NOVEMBER 18, 1953

On account of changed conditions from steam to diesel power on the railroad, Carrier and Employees agree that effective November 23, 1953, the following will be the agreed on interpretation applicable to Article 37, Memorandum Agreement embodied therein and Memorandum Agreement of November 1, 1940 and special agreements implementing the same, and to supersede any other prior agreements, understandings or decisions in conflict herewith:

"In the application of the words 'between trains and designated track or roundhouse' as contained in Article 37 and other agreements, enginemen will not be required to leave their engine at any particular point on the designated track to avoid hostling.

The practice of using trucks to place fuel, sand and water on engines at points where either inside or outside hostler or hostlers are required under agreements will be discontinued.

When an engine crew in yard service is given an engine at the beginning of the shift, and such engine does not have sufficient amount of fuel, sand or water to work as much as 8 hours, the yard engine crew will not be expected to supply the engine with fuel, water or sand, but if additional fuel, water or sand is necessary within the 8 hour period and the crew is not furnished with another engine, hostler and hostler helper will get the engine and supply with fuel, sand and water at points where hostler or hostlers are required under agreements. Where hostlers are not required, other than engine crews will supply engines.

When an outside hostler handles an engine to fuel, sand and water facilities, the helper will perform the actual service of placing the fuel, sand and water on the engine, except that hostler will also be expected and required to perform actual service of placing fuel, sand and water on yard engines being supplied by the hostler and helper during the meal period of the yard crew or at the change of shift when engines are worked through from one shift to another in continuous service. When an inside hostler handles an engine to

fuel, sand and water facilities, inside hostler attendants or supply men will be used to assist inside hostler and will perform the actual service of placing fuel, sand and water on the engine.

Passenger trains making a station stop, or a troop train stopped at a passenger facility, which also permits the addition of fuel, water and sand on the engine by other forces and there is no movement of the engine in order to put the fuel, water and sand on the engine, will not be considered as hostling, and engine crews may be instructed and required to make their stop with the engine at these facilities. This will not be done at points or on tracks where facilities do not now exist without further negotiations. Present facilities are shown on "Attachment B".

"When engine of a passenger or troop train is supplied with fuel, sand and water at passenger facilities, hostler and hostler helper will not make claim to the work of placing the same on the engine, but if hostler handles the engine to the fuel, sand and water facilities, the hostler will also be required to assist in performing actual service of placing fuel, sand and water on the engine.

At any of the nineteen terminal points named in Section (1st) of the agreement effective November 1, 1940, between the Missouri Pacific Railroad Company and the Brotherhood of Locomotive Firemen and Enginemen, when an engine of a freight or troop train is supplied with fuel, sand and water on main track or any yard track, in the interest of expediting trains, the inbound engine crew may **be** instructed and required to make stop with the engine at the facilities and the same will not be considered as hostling. Hostler and helper will take charge of the engine and will supply the same with fuel, sand and water and make any movement of the engine that may be necessary, and the hostler will also be required to assist in performing actual service of placing fuel, sand and water on the engine. If the terminal is one where engine crews hostle their engines under the provisions of the Memorandum Agreement embodied in Article 37, the minimum hostling allowance specified therein will be paid and if the supplying facilities are not in the general vicinity of the regular point where engine crews report for service and go off duty, Carrier will transport crews to and from trains.

At terminal points other than those designated in Section (1st) of the agreement effective November 1, 1940, between the Missouri Pacific Railroad Company and the Brotherhood of Locomotive Firemen and Enginemen, arrangements for supplying engines in freight service, including troop trains, on main track or any train yard track will not be made except in case of emergency or by special agreement between authorized representatives of the Carrier and authorized representatives of the Employees."

Supplying Fuel Oil To Diesel Engines On Line Of Road By Truck

Engineers and Firemen - Agreement June 8, 1954 - Mediation Case A-4327.

Carrier will not require crews to stop on line of road for oil to be furnished by truck except in case of emergency or on work trains."

ARTICLE 38

CLEANING HEADLIGHTS AND PLACING

SUPPLIES ON LOCOMOTIVES

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Where engineers are required to clean headlights, they shall be relieved of such service at all points where competent roundhouse force is employed.

Neither will they be required to place on, or remove tools or supplies from locomotives, headlights, markers, or other lamps at points where roundhouse force, or an engine watchman, is employed.

**Required To Leave Terminal Without
Sufficient Water**

An engineer required to leave his initial terminal without sufficient water to go to his objective terminal under normal operating conditions and who is required to water one or more units on line of road, will be compensated one hour at the pro rata rate applicable to the trip in addition to other earnings. This payment applies only when the engineer and/or his fireman actually puts the water in the unit or units, and when he has made it known to proper authority before leaving his initial terminal that there is not sufficient water in a unit or units to make the objective terminal.

The allowance described above will also apply if an engineer and/or his fireman is required to take water on a unit or units at the initial terminal at which hostling rules apply but no hostler is employed or on duty.

ARTICLE 39

EFFICIENCY TEST

We recognize the necessity of making efficiency tests, but when such tests are made they should not be conducted under the conditions that are hazardous to the employes.

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ARTICLE 40

SENIORITY

a. Rights to regular engines, or runs, shall be governed by seniority and ability in service.

b. Seniority as an engineer will date from first service performed as engineer, when called for such service, after his employment, or promotion, in accordance with Paragraph "c" of this Article. No engineer will be hired for yard service exclusively. No engineer shall be promoted from other service to yard service, exclusively, except firemen in switch service prior to October 1, 1907. All engineers hired or promoted from other service, except as shown above, shall be listed upon the road engineers' seniority list.

No fireman will be examined for promotion to the position of engineer, until his services as such are required.

Firemen in switch service prior to October 1, 1907, will, upon their written request to the Master Mechanic, be eligible for promotion to position of hostler or switch engineer, upon passing the required examinations.

Switch engine firemen failing to make application for promotion under the above rule or on before January 1, 1920, will not be eligible to make such application.

No engineer shall be discharged after the expiration of sixty (60) days' service account of non-approval of his application for employment.

c. (1) The General Committee of Adjustment, Brotherhood of Locomotive Engineers, will represent all locomotive engineers in the making of contracts, rates, rules, working agreements, and interpretation thereof.

All controversies affecting locomotive engineers will be handled in accordance with the interpretation of the Engineers' Contract as agreed upon between the Committee of the Brotherhood of Locomotive Engineers and the Management.

In matters pertaining to discipline, or other questions not affecting changes in Engineers' Contract, the officials of the Company reserve the right to meet any of their employes either individually or collectively.

(2) Firemen shall rank on the firemen's roster from the date of their first service, as firemen when called for such service, except as provided in section (12) and, when qualified, shall be promoted to positions as engineers in accordance with the following rules:

(3) Firemen shall be examined for promotion according to seniority on the firemen's roster, and those passing the required examination shall be given certificates of qualification and, when promoted, shall hold their same relative standing in the service to which assigned.

(4) If, for any reason, the senior eligible fireman or engineer to be hired is not available, and junior qualified fireman is promoted and used in actual service out of his turn, whatever standing the junior fireman so used establishes, shall go to the credit of the senior eligible fireman or engineer to be hired, provided the engineer to be hired is available and qualifies within thirty days. As soon as the senior fireman or engineer to be hired is available, as provided herein, he shall displace the junior fireman, who shall drop back into whatever place he would have held had the senior fireman to be promoted or engineer to be hired been available and the junior fireman was not used.

Note - Qualification, as referred to herein, is not intended to include learning of road or signals.

(5) As soon as a fireman is promoted, he will be notified in writing by the proper officials of the company of the date of his promotion, and unless he files a written protest within sixty days against such date, he cannot thereafter have it changed. When a date of promotion has been established in accordance with regulations, such date shall be posted, and if not challenged in writing within sixty days after such posting, no protest against such date shall afterwards be heard.

(6) No fireman shall be deprived of his rights to examination, nor to promotion in accordance with his relative standing on the firemen's roster, because of any failure to take his examination by reason of the requirements of the company's service, by sickness, or by other proper leave of absence; provided, that upon his return he shall be immediately called and required to take examination and accept proper assignment.

(7) The posting of notice of seniority rank, as per section (5), shall be done within ten days following date of promotion, and such notice shall be posted on every bulletin board of the seniority district on which the man holds rank.

(8) Firemen having successfully passed qualifying examination shall be eligible as engineers. Promotion and the establishment of a date of seniority as engineer, as provided herein, shall date from the first service as engineer when called for such service, provided there are no demoted engineers back firing. No demoted engineer will be permitted to hold a run as fireman on any seniority district while a junior engineer is working on the engineers' extra list, or holding a regular assignment as engineer on such seniority district.

Note - On roads where promotion is to road service only, promotion and establishment of seniority date as road engineer will obtain.

(9) On a seniority district where firemen are required to fire less than three years, all engineers will be hired;

If required to fire three and less than four years, one promoted and one hired;

If required to fire four and less than five years, two promoted to one hired;

If required to fire five and less than six years, three promoted to one hired;

If required to fire six and less than seven years, four promoted to one hired;

If required to fire seven and less than eight years, five promoted to one hired;

On seniority districts where firemen are required to fire eight years or more, all engineers will be promoted.

The foregoing will not prevent the committee from having discharged engineers re-employed or reinstated on their former seniority districts at any time.

(10) If the engineer to be hired is not available, when needed, and the senior qualified fireman is promoted, the date of seniority thus established shall fix the standing of the hired engineer, who, if available and qualified within thirty days from date senior qualified fireman is promoted, will rank immediately ahead of the promoted fireman. The promoted fireman will retain his date of seniority as engineer and will be counted in proportion of promotions.

(11) In case an engineer is hired and used in actual service, when, under requirements of section (9), a fireman (or firemen) should have been promoted, the date of seniority thus established shall fix the standing of the senior qualified fireman (or firemen) due to be promoted, providing he or they are eligible and qualify within thirty days, who shall rank immediately ahead of the hired engineer on the engineers' seniority list. The hired engineer will retain his date of seniority, and be counted in proportion of engineers to be hired.

(12) The seniority date of the hired engineer shall be the date of his first service as engineer, except as provided in sections (4), (10) and (11) of this paragraph. It is further provided that engineers hired, or permanently transferred from one seniority district to another on any railroad, shall be given a date of seniority as firemen corresponding with their date as engineer.

(13) When, from any cause, it becomes necessary to reduce the number of engineers on the engineers' working lists on any seniority district, those taken off may, if they so elect, displace any fireman their junior on that seniority district under the following conditions:

1st. That no reductions will be made so long as those in assigned or extra passenger service are earning the equivalent of 4,000 miles per month; in assigned, pooled, or chain-gang freight, or other service paying freight rates, are averaging the equivalent of 3,200 miles per month.

2nd. That when reductions are made they shall be in reverse order of seniority.

(14) When hired engineers are laid off on account of reduction in service, they will retain all seniority rights; provided, they return to actual service within thirty days from the date their services are required.

(15) Engineers taken off under this rule shall be returned to service as engineers in the order of their seniority as engineers, and as soon as it can be shown that engineers in assigned or extra passenger service can earn the equivalent of 4,800 miles per month; in assigned, pooled, chain-gang or other regular service paying freight rates, the equivalent of 3,800 miles per month.

(16) In the regulation of passenger or other assigned service, sufficient men will be assigned to keep the mileage or equivalent thereof within the limitations of 4,000 and 4,800 miles for passenger service, and 3,200 and 3,800 miles for other regular service, as provided herein. If in any service, additional assignments would reduce earnings below these limits, regulations will be effected by requiring the regular assigned man or men to lay off when the equivalent

of 4,800 miles in passenger or 3,800 miles in other regular service has been reached.

(a) On road extra lists a sufficient number of engineers will be maintained to keep the average mileage, or equivalent thereof, between 2,600 and 3,800 miles per month; provided, that when men are cut off the working lists and it is shown that those on the extra lists are averaging the equivalent of 3,100 miles per month, men will be returned to the extra lists if the addition will not reduce the average mileage, or equivalent thereof, below 2,600 miles per month.

(b) In assigned yard service, regulation will be made by requiring each regularly assigned man to lay off when he has earned the equivalent of 35 days per month.

(c) In extra yard service, a sufficient number of engineers will be maintained to keep the average earnings between 26 and 35 days per month; provided, that when men are cut off the lists and it is shown that men are averaging the equivalent of 31 days per month, men will be returned to service, if the addition will not reduce the average earnings below 26 days per month.

(d) Engineers used in combination service will be permitted to make the equivalent of 3,800 miles in freight service. This shall not be construed to modify paragraph (a) of Section 16 regulating mileage of men in extra service.

(e) In the regulation of mileage neither the maximum nor minimum is guaranteed.

(17) Under provisions of the above rules it is understood that after all engineers who have been taken off have been returned to service as engineers, the 3,100 mileage replacement for road extra men and the 31 days replacement for yard extra men shall not apply with respect to further additions.

Note - Engineers in all classes of service will register the accumulated mileage, or its equivalent, made during the current month upon arrival at terminal each trip or completion of work day, in a book provided for that purpose. Engineers at outlying points will send record of accumulated mileage made or its equivalent to Local Chairman at the end of each week. The above shall not operate to penalize the Railroad.

d. Seniority lists will be posted by Master Mechanics, January 1st and July 1st, of each year, for thirty days, subject to claim for correction by the men interested. Such correction or adjustment to be made through the Local Chairman on each division or the General Chairman of the engineers, pending final approval by the Local Chairman and the Master Mechanic.

e. When territory is transferred to, consolidated with, or merged into other territory, the engineers thereby affected must be listed on the established, consolidated, or merged territory according to their seniority.

f. When runs in road service or switching positions are put on, or become permanently vacant, and conditions warrant, they shall be posted by the local chairman at all divisions or terminal points affected, and the senior engineer on the territory making written application to him within ten (10) days or less, shall be assigned to same, unless he makes, within the time posted or before being assigned, a written withdrawal of his application.

An engineer vacating a run or switching position will not have the right to apply for that vacancy. A senior engineer failing to apply for a vacancy will lose his right to such run or switching position until it again becomes vacant, unless after failing to apply for such vacancy he should lose his run, or as per Article 41, in such case he will have the right to exercise his seniority on the territory.

9. An engineer with seniority rights who accepts an official position in the service of the Railroad or in the service of the Brotherhood of Locomotive Engineers or the Brotherhood of Locomotive Firemen and Enginemen will retain his seniority as an engineer.

h. When runs or work extend into or over one or more territories, the engineers affected will be assigned to run out the mileage or work on a pro rata basis under methods approved by the Superintendent and Local Chairman or General Chairman.

No pay for deadheading will be allowed under this paragraph.

i. An engineer will not be permitted to run on territory other than that to which he is assigned, except in case engineers assigned to such territory are not available. This will not apply to system officers' specials.

An engineer used as a pilot on a detoured passenger train will be paid passenger rates under passenger rules; on detoured freight train, freight rates under freight rules.

j. Engineers on regular runs are entitled to engines assigned to their runs. Each engineer is entitled to his share of the mileage of such runs, whether regular engines are, or are not assigned to same. When an engine on a regular run becomes disabled is changed off, the engineer will continue the trip unless the Master Mechanic, for special reason, deems it necessary that he remain with his engine and requests the Trainmaster or Superintendent so to arrange.

k. In the absence of regular passenger engineers when extra passenger engineers are not available, senior freight engineers in regular service, holding road rights on the territory, desiring such vacancies, will fill them subject to the provision of the five day clause in paragraph (1) of this Article.

1. When passenger runs have been vacant for five days or more, senior engineers in passenger service on the territory desiring such vacancies, will fill them.

n. When freight runs or switching positions have been vacant for five days or more, senior engineers holding road rights desiring such vacancies will fill them.

At the option of each seniority district and by agreement between the Superintendent and Local Chairman, the parties may agree to change the five-day rule now in effect back to ten days. (This option is applicable to paragraphs k, l and m.)

EXPLANATORY NOTE:

The proper application of the above requires that when extra passenger engineers are not available the senior freight engineer desiring such vacancies be called for passenger service; this will also apply to the men used on the second engine double heading on passenger trains. Engineers desiring extra passenger service must take all work or the 12-hour-extra-board rule will apply. Local Chairmen will give Master Mechanics and Callers ten days advance notice of engineers not desiring extra-passenger work; and again ten days advance notice of their desire to exercise seniority on extra passenger work.

The 12-hour-extra-board rule provides that extra men will not be permitted to change places on the board for the purpose of getting out of undesirable work.

Engineers will work "first in, first out" on passenger extra board, subject to paragraph (g) of Article 3. The reference to paragraph (g) of Article 3 is to protect a case where the layover point for the short turn-around run may be other than where the extra board is maintained. Engineers catching such runs will hold them until relieved by regularly assigned man or when displaced under the 10-day rule, paragraph (1) of this Article.

When all the engineers available have signified they do not desire extra passenger work, the senior freight engineer will be required to protect the vacancy.

When necessary to go to the freight extra board for an extra passenger engineer, the qualified engineer available for that service, first out, will be called.

When an extra engineer lays off he shall not be permitted to report for duty until after the expiration of 12 hours, and then should be marked up at the foot of the extra board.

The 12-hour-rule will also apply to demoted engineers when called for extra or emergency service as an engineer, it being understood that if such demoted man misses a call as an engineer he shall not be permitted to report for duty as an engineer until after the expiration of 12 hours - as a fireman until after expiration of 12 hours.

n. Questions of seniority concernin⁹ the individual interests of the men, which do not affect the efficiency of the service, may be adjusted on each division by the Local Chairman.

o. Engineers on regular runs prior to March 24, 1885, or engineers who held regular helper positions on or before October 30, 1903, and switch engineers holding rights in switching service on or before October 1, 1907, will not be affected by this Article; and will have preference for yard positions paying yard rate over engineers holding seniority in road service, subject to the provisions in Paragraph "p" of this Article; nor shall a helper engineer who had a regular helper position on October 30, 1903, nor a switch engineer who had a regular engine or switching position on October 1, 1907, who had no road rights on those dates acquire any by remaining in helper or switching service, but will retain seniority as of the above date in their respective classes of service.

p. If necessary on account of decreased business to reduce extra list, engineers cut of f the board will have the right to displace junior engineers wherever found on the territory, but if it becomes necessary to remove a switch engineer the position will be posted vacant.

q. A hostler or fireman used as an engineer will be relieved as soon as an extra engineer is available.

USE OF DEMOTED ENGINEER

**Engineers and Fireman - Agreement June 3, 1954 -
Mediation Case A-4327**

[B](#) [C](#) [D](#) [E](#) [F](#) [H](#) [I](#) [J](#) [L](#) [O](#) [P](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [Y](#)

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When it becomes necessary to use a demoted engineer to protect an outside job account extra board exhausted, the first engineer to become available on the extra board will be sent to relieve the demoted engineer.

REDUCING EXTRA BOARDS

**Engineers and Firemen - Agreement June B, 1954 -
Mediation Case A-4327**

"When an Engineers' or Firemen's extra board is reduced under the provisions of Article 40, Section C, 16-A, and there are men junior to the men cut off the extra board working in the territory served by the extra board that is reduced, said junior men will be cut off the working list and relieved equivalent to the number of the men their senior who are cut off the extra board."

March 26, 1987
Files: 510-1
140.80-4

Mr. R. W. Windham
General Chairman, BLE

4122 Crescent Drive
St. Louis, MO 63129

Dear Sir:

The Age Discrimination in Employment Act of 1967 as amended in 1986 prohibits mandatory retirement of employes who attain 70 years of age.

The law nullifies any provisions in existing collective bargaining agreements which provide for mandatory retirement ages and/or termination of seniority based upon age.

This letter will serve to abrogate any areement, rules, practices and understandings between the parties which may be in conflict with the Age Discrimination Employment Act of 1967 as amended in 1986. This is with the understanding that the parties will delete all references to mandatory retirement ages and termination of seniority based on age from the Schedule of Rules and Rates of Pay when said Schedule is reprinted.

Please indicate your agreement by signing your name in the space provided below.

Yours truly,

/s/ A. C. HALLBERG

ACCEPTED:

/s/ R. W. Windham General Chairman, BLE
AH:N16/O1SA(14)

ARTICLE 41

GIVE UP RUNS

[B](#) [C](#) [D](#) [E](#) [F](#) [H](#) [I](#) [J](#) [L](#) [O](#) [P](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [Y](#)

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"On established runs where layover terminal is changed~ or arrival or departure is changed as much as three (3) hours in the aggregate, the day off is changed, the regular allowances of the run changed as much as 300 actual miles per month, engineers will have the right to leave them or upon request of senior engineers, through the Local Chairman, the runs will be posted vacant. A change of thirty (30) minutes or more on departure will be considered a sufficient cause for posting yard switching positions and traveling switch engine positions for engineers. In any case, action must be taken within five (5) days from the time the above- mentioned changes become effective."

AGREEMENT

October 10, 1969

277-7541

[B](#) [C](#) [D](#) [E](#) [F](#) [H](#) [I](#) [J](#) [L](#) [O](#) [P](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [Y](#)

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Under existing agreements the rate of pay for engineers is increased when an engine crew consists of only a locomotive engineer over the rate applicable when a firemen is a member of the engine crew.

It is agreed that, effective November 1, 1969, an engineer on an assignment affected by the above paragraph may request the Local Chairman to advertise his assignment and he will be permitted to exercise his seniority in the same or another

class of service. Should an engineer desire to exercise his seniority and remain in the same chain gang pool, he will be required to take an open turn, if anyl or must displace the junior engineer in the pool having no fireman on the turn. The assigned engineer will remain on the job during the posting period unless it is otherwise agreed to permit him to vacate the job.

It is understood the Carrier will not incur additional deadheading expense by the making of this agreement.

This agreement may be cancelled by either party given ten (10) days written notice to the other.

ARTICLE 42

EXAMINATION

Sight and Hearing

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a. Engineers in the service of this Company will be reexamined whenever in the opinion of the Superintendent he has reason to believe that an engineer's color perception, acuteness of vision or hearing has become impaired to an extent that might render his service unsafe.

b. Should the indoor test disclose a deficiency of perception that might impair usefulness, such test shall be followed by a field test, under the personal direction of the Superintendent, the result of which shall determine the standing of the person examined.

c. A field test shall be conducted in the following manner:

For vision: With the flags, lamps and signals used in the daily operation of trains, with or without glasses, at a distance not to exceed two thousand (2,000) feet, for the correct observation of semaphore arms and lights, and of lamp or flag signals.

For hearing: Ability to hear ordinary conversation and air whistle signals under service conditions.

ARTICLE 43

FREE TRANSPORTATION

[B](#) [C](#) [D](#) [E](#) [F](#) [H](#) [I](#) [J](#) [L](#) [O](#) [P](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [Y](#)

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a. Transportation will be issued to engineers and their families to a reasonable extent when written application is made for same to their Master Mechanic or Foreman.

b. When it becomes necessary for an engineer to change residence on account of change of time table, or division, or on account of his seniority rights, he will be furnished free transportation for his family and household goods upon making written application to the Master Mechanic or Foreman,

AGREEMENT

between

MISSOURI PACIFIC RAILROAD COMPANY

and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

B C D E F H I J L O P R S T U V W Y

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In settlement of disputes concerning physical examination,

IT IS AGREED:

1. In the event an engineer in active service who evidences physical or mental incapacity is required to report for physical examination, the following will govern:
 - (a) The Company will pay for the examination.
 - (b) If the engineer passes the examination, he shall be returned to work immediately, and paid for all time lost taking the examination.
 - (c) If such engineer loses no time taking the examination, he shall be paid for actual time consumed in taking the examination, with a minimum of two (2) hours, and a maximum of 8 hours a day at pro rata rate of last service performed.
 - (d) In the event the engineer is required to travel to a point away from the home terminal, or his place of employment if on an outside assignment, to take an examination, he shall be allowed actual necessary expenses in connection therewith.
2. In the event an engineer is required to report for physical examination after having been absent from work because of injury or sickness, or after an absence of one year or more because of furlough, leave of absence, etc., the following will govern:
 - (a) The Company will pay for the examination, and the engineer will be furnished a copy of the findings and diagnosis.
 - (b) The engineer will be notified as promptly as possible, and in any event within 5 days after taking the examination, as to whether or not he passed. Any time lost in excess of the 5 days will be paid for by the Carrier, provided the engineer passes the examination.
3. When there is a dispute between a company medical officer and an engineer's personal physician concerning an engineer's physical or mental condition, the following will govern:

B C D E F H I J L O P R S T U V W Y

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- (a) Upon request of the engineer, his physician and a Company medical officer shall confer and attempt to compose the dispute. Failing to agree, these physicians will, within fifteen (15) days select a neutral physician who is in no way connected with the employe, any Union or any railroad, and who will study the case, examine the engineer, and within fifteen (15) days from his selection or examination of the employe, render a decision which will be final as to the employe's being able to return to service in accordance with the Company's physical requirements. The time limits referred to herein may be extended by agreement between the parties in individual cases. If it is determined by the majority that the engineer's condition did not warrant his being held from service, he will be returned to service and paid for all time lost subject to the provisions of Paragraph 2 (b). The railroad company and the engineer involved will each defray the expense of their respective physicians. The fee of the third member of the board will be borne equally by the engineer involved and the railroad company. Other examination expenses, such as X-ray, electrocardiographs, etc., (not exceeding \$100.00) will be borne equally by the engineer involved and the railroad company.

NOTE: The Company will establish only reasonable physical requirements and they will be fairly applied to engineers in the service, and the Union reserves its right to contest any physical requirement under the provisions of the Railway Labor Act.

(b) Should the decision of the board of physicians be adverse to the engineer and he considers that his physical condition has improved sufficiently to justify considering his return to service, a re-examination will be arranged upon request of the engineer, or his representative, but not earlier than ninety (90) days after such decision, nor oftener thereafter than each ninety (90) days.

4. This agreement does not apply to periodic examinations on sight, hearing and color perception, nor does it contemplate the commencement of periodic general physical examinations.

This agreement signed at St. Louis, Missouri, this 25th day of April, 1979.

For the Organization: For the Carrier:
/s/ R. W. WINDHAM /s/ O. B. SAYERS
General Chairman Director of Labor Relations
File: 200-127-14
cc: 200-127-9

April 25, 1979

N 200-127-14
cc: 200-127-9

Mr. R. W. Windham
General Chairman - BLE
1393 Quantock Drive
St. Louis, Missouri 63125

Dear Sir:

B C D E F H I J L O P R S T U V W Y
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This is to confirm our understanding in connection with agreement reached today covering physical examinations, etc., namely, when an employe is required to be examined for a specific defect, he will not be required to undergo a general physical examination in connection therewith.

Yours truly,

/s/ O. B. SAYERS

ACCEPTED:

/s/ R. W. WINDHAM General Chairman - BLE

January 3, 1985

C 200-127-9

Mr. R. W. Windham
General Chairman - BLE
4122 Crescent Drive
St. Louis, Missouri 63129

B C D E F H I J L O P R S T U V W Y
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Dear Sir:

This refers to our several conversations and to our conference in St. Louis August 13 regarding the physical standards applicable on the Union Pacific, as compared to those on the Missouri Pacific, as well as the procedures for taking physical examinations and related matters.

Dr. L. C. Bevilacqua, Medical Director of the entire Union Pacific-Missouri Pacific System, was present at out conference on August 13. He fully explained the Union Pacific physical standards and many other aspects of their medical programs which you readily recognized as being very favorable to the employes you represent.

We stated that we are agreeable to applying the Union Pacific physical standards and related programs to the employes you represent. This, of course, includes periodic physical examinations, which are taken on the following schedule:

- (1) To 55 years of age, every three years
- (2) 55-65 years of age, every two years
- (3) 66-70 years of age, every year
- (4) 70 + years of age, every six months

This will also confirm that among the substantial number of other things that favor the employes you represent, they may go to their own doctors for these periodic examinations and the Company will pay the doctor for the examinations. The employes will be notified sufficiently in advance of the date their periodic examinations are due so that they may schedule the examination without loss of time from work.

Existing agreements relating to physical examinations not in conflict with the above remain in effect until changed in accordance with the provisions of the Railway Labor Act.

Yours truly,

Is! E. E. MARGASON
Sr. Director-Labor Relations

I concur:

/s/ R. W. WINDHAX
General Chairman - BLE

MEMORANDUM OF AGREEMENT
between
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
and the
MISSOURI PACIFIC RAILROAD COMPANY

[B](#) [C](#) [D](#) [E](#) [F](#) [H](#) [I](#) [J](#) [L](#) [O](#) [P](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [Y](#)
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To ensure that employes whose activities are governed by the rules of the Operating Department understand those rules,

IT IS AGREED:

(1) Employes will be required to attend instruction-examination classes covering Operating Rules, Special Instructions, General Orders, General Notices, Safety, Radio, General Rules, Air Brake and Train Handling Instructions, and Instructions for Handling Hazardous Materials at intervals not exceeding 24 months,

(2) The employee will be given and required to pass a written examination which will consist of questions with multiple choice answers on the above rules. An employe who fails to correctly answer one or more of the questions will be re-examined on those which were answered wrong after having received instructions on the subject matter contained in those questions.

(3) An employe who fails to attend an instruction-examination class without good cause will be held out of service until such time as he attends the required class. However, the Carrier will, upon request of the employe, arrange for another examination within 10 days of said request.

(4) Employees required to attend the aforementioned instruction-examination class will be paid in one of the following ways:

- (a) Attendance during off-duty hours will be compensatory for the time required to report until released, with a minimum of four hours at the basic pro rata rate of the last service performed.
- (b) Employees who are not afforded an opportunity to attend a class during their off-duty hours will be paid for time lost.

NOTE: Employee will not be required to attend classes without proper rest nor will he be required to protect his assignment without proper rest. However, an employe must attend a class during his off-duty hours, if such class is available, before the Carrier becomes liable for paying an employe for loss of earnings.

(5) No compensation will be afforded to employees withheld from service, as set forth in paragraph 3, or required to attend a succeeding class due to their inability to pass the examination.

(6) If an employe fails to pass examination after two attempts, he will be required to consult with the superintendent and the Local Chairman, or their representatives, for the purpose of identifying and possibly overcoming the problem.

Signed at St. Louis, Missouri, January 11, 1985.

For the employes: For the Carrier:

/s/ C. E. HUSTON /s/ E. E. MARGASON
General Chairman - BLE Sr. Director Labor Relations

/s/ R. W. LIVESAY
General Chairman - BLE APPROVED:
/s/ N. L. ROYAL /s/ E. E. WATSON
General Chairman - BLE Vice President - BLE

/s/ G. C. SPARICS
General Chairman - BLE
/s/ R. W. WINDHAM
General Chairman - BLE

January 11, 1985

C 190-1-LF

Mr. E. E. Watson
Vice President - BLE
3553 Norberg Drive
Florissant, Missouri 63031

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Dear Sir:

This will confirm our understanding concerning paragraph (6) of the agreement signed today governing instruction-examination classes covering the rules of the Operating Department.

Every reasonable effort will be made to complete the required examination, and re-examination if necessary, on questions incorrectly answered in the same calendar day.

In the event it becomes apparent that after consultation with the Superintendent and the Local Chairman, an employe is not capable of passing the required examination, he may be restricted to certain class or classes of service for which he is qualified, if any, until he can pass the required examination.

Yours truly,

/3/ E. E. MARGASON

AGREED:

/3/ E. E. WATSON

**AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY - CENTRAL REGION
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

AGREEMENT DEVELOPED EDUCATION PROGRAM AND TRAINING

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In a joint effort by management and labor to promote safety and efficiency and to ensure that all employes are well schooled on matters pertaining to compliance with safety and operating rules, the Company has announced the adoption of a voluntary educational program which, when appropriate, will serve as an alternative to discipline.

The program, which may include classroom instruction, on-the-job training and actual or deferred suspension, will be conducted within the parameters of the applicable labor agreements.

THEREFORE, IT IS AGREED:

Section 1. (a) The use of an educational program as an alternative to discipline (deferred days, suspension, dismissal, etc.) shall be at the discretion of the Superintendent.

(b) The offer of education will be made in those instances involving an operating rule(s) infraction and the preliminary or formal investigation indicates that the employe(s) will benefit from classroom instruction and/or on-the-job training.

Section 2. (a) An employe who is found responsible for violating an operating rule(s) by evidence developed at a formal investigation, or who admits his responsibility and waives formal investigation, may with the approval of the Superintendent, participate in the Agreement Developed Education Program and Training. Participation will be without compensation and in lieu of or in conjunction with discipline.

(b) With the superintendent's approval, the employe may voluntarily elect to participate in the program, which will be done on a prescribed form. The employe then will be scheduled into the next available class.

(c) The classes will be from one to five days in duration and will not exceed eight hours per day with a maximum of five days of classes for each infraction. Classes at the Salt Lake City Training Center may be considered as part of, or an extension of the five days.

(d) The Program, which may consist of classroom instruction, on-the-job training, or if necessary classes at the Salt Lake City Training Center, will concentrate on the rules involved in the violation. It is also anticipated the class will cover the importance of compliance with safety and operating rules and the importance of establishing and maintaining a good work record.

(e) Upon completion of the class, the employe will be required to take and pass a written examination with a minimum test score of 80%. should an employe fail the examination, he may be required to repeat the class. A second failure will subject the employe to the usual disciplinary procedures.

Section ~.. (a) Classes will ordinarily be held at Cheyenne, Council Bluffs, Kansas City or St. Louis. This does not, however, preclude classes from being held at other locations should conditions warrant. The Carrier will try to limit the class to 10 participants.

(b) There will be two instruction teams on each Division, each consisting of a Carrier representative, one BLE member and one UTU(C-T-E) member. In addition, an alternate for each team will be selected who will act as a substitute in the absence of the regular instructor. Each Organization signatory hereto shall submit within thirty days of the effective date of this agreement a list of six members of the Organization who in the judgment of the Organization are best qualified to act as instructors. The Carrier shall select the instructors, and alternates, who shall participate in the Program from the lists submitted by the Organizations.

(c) Except for the inaugural year, employes participating as instructors will serve in that capacity for 36 months, the last month of which will be devoted to train newly selected instructors in order to provide for a smooth and orderly transition. For continuity purposes, one-third of the instructors will be relieved each 12 months. The instructor will have the option to extend his participation for an additional year subject to the approval of the Carrier. In the inaugural period of the Program, one-third of the instructors will serve for 12 months, one-third for 17 months, and the remainder for 21 months.

(d) An instructor may be relieved of his duties as an instructor by agreement between the Carrier and the Organization representing the instructor.

(e) Employes participating as instructors shall be paid for all time lost and for all expenses incurred while participating in the Agreement Developed Education Program and Training. They will not be considered as Carrier officers nor as non-agreement personnel while serving as instructors.

(f) The Carrier shall train the instructors and shall assist in developing the program. The Carrier shall also provide the classroom and office space and equipment necessary to properly administer the program.

Section 4. (a) The employees who are required to attend class at a location other than their home terminal will receive one (1) round trip transportation allowance, a meal allowance, and will be provided lodging at a Company approved facility.

(b) Employees who reside at a location other than their home terminal and distance precludes driving on a daily basis, will be provided a meal allowance and lodging at a Company approved facility, if required.

(c) Employees who are required to attend a training class at Salt Lake City will be provided a meal allowance, lodging and necessary transportation as arranged by the Training Center.

Section 5. An employe who has voluntarily elected to participate in the program may withdraw at any time by notifying the Superintendent in writing, in which event the alternative form of discipline will be imposed.

Section 6. The parties recognize the Agreement Developed Education Program and Training may attract voluntary participation from employes who may not be charged with or involved in a rules violation and who desire to further their understanding of the operating rules. These employes will be allowed to participate in the Program on a space-available basis on their own time and at their own expense. This participation shall have no bearing or affect on discipline which may subsequently be assessed the employe or upon the employe's right to use the Program under the terms of this agreement.

Section 7. This agreement shall become effective upon signing and shall remain in effect thereafter unless terminated by the serving of 30 days' written notice by one party upon the other.

Dated at North Kansas City, Missouri, this 12th day of November, 1987.

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:

FOR THE UNION PACIFIC
RAILROAD COMPANY:

/5/ R. W. WINDHAM
General Chairman

/5/A. C. HALLBERG
Regional Director - Labor Relations
November 12, 1987

Files: 450-13
140.80-4

RE: ADEPT AGREEMENT
Side Letter No.1

Mr. R. W. Windham
General Chairman, BLE
4122 Crescent Drive
St. Louis, MO 63129

Dear Sir:

This refers to Section 4 of the ADEPT Agreement dated November 12, 1987, wherein the parties have agreed to a \$20.00 per diem meal allowance to be paid by the Company to the employes who are in-training, under the terms of the Agreement, at a training location away-from-home as set forth in Section 4.

Yours truly,

/s/ A. C. HALLBERG

AGREEMENT

between
MISSOURI PACIFIC RAILROAD COMPANY
(Upper Lines)
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PREVENTION PROGRAM COMPANION AGREEMENT

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The Missouri Pacific Railroad Company and the Brotherhood of Locomotive Engineers, jointly recognizing that safety is the paramount concern and, further, that an alcohol and drug-free environment is an essential element in maintaining a safe work place, agree to the following to ensure the utmost compliance with Rule G:

1. An employe who has been dismissed from service as a result of violating Rule G may elect to participate in the Rule G Rehabilitation/Education Program (Rule G R/E Program, or Program,) provided:
 - (a) The employe has had no Rule G offense on his or her record for at least ten (10) years; and
 - (b) The employe has not participated in the Rule G R/E Program for at least ten (10) years; and
 - (c) The incident giving rise to the dismissal did not involve significant rule violations other than Rule G.
2. Participation in the Rule G R/E Program shall continue for a period of 12 months unless the employe elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Counselor.
3. A letter, notifying the employe of the availability of the Rule G R/E Program and containing a request form to be completed by the employe, shall be attached to the Notice of Dismissal.
4. The employe may elect to participate in the Rule G R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within 10 days of receipt of the Notice.
5. The employe must contact the Employee Assistance counselor within three days of electing to participate in the Rule G R/E Program.
6. After being contacted, the Employee Assistance Counselor shall evaluate the employe to determine whether or not the employe may safely be returned to service and the course of treatment which the employe should follow.
7. If the evaluation indicates that the employe may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired. Following return to service, the employe must follow the course of treatment established by the Counselor during the remainder of the Program.
8. If the evaluation indicates that the employe may not safely be returned to service, he or she shall continue in the status of a dismissed employe until subsequent evaluation(s) indicate that it is safe to return the employe to service on a probationary basis. The employe must follow the course of treatment established by the Counselor while out of service and after return to service during the remainder of the Program.

9. If, at any time during the 12-month period referred to in paragraph 2 above, the employe fails to follow the course of treatment established by the Counselor, the Carrier shall remove the employe from the Program. If the employe has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, also remove the employe from service and the employe shall revert to the status of a dismissed employe.
10. An employe may withdraw from the Rule G R/E Program at any time by notifying, in writing, the counselor and the Carrier Officer who signed the Notice of Dismissal. If the employe has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, remove the employe from service and the employe shall revert to the status of a dismissed employe.
11. If the employe successfully completes the Rule G R/E Program, a notation to that effect shall be placed on the employe's personal record and the employe's probationary status shall terminate and all seniority and other rights shall be restored.
12. No claims shall be progressed by or on behalf of the employe based on time lost as a result of the incident leading to the employe's participating in the Rule G R/E Program.
13. This Agreement is effective August 1, 1985, and may be terminated by either party upon service of five days written notice upon the other party.

Signed at St. Louis, Missouri, July 29, 1985.

FOR THE FOR THE

BROTHERHOOD OF LOCOMOTIVE MISSOURI PACIFIC RAILROAD
ENGINEERS: COMPANY:

/s/ R. W. WINDHAM

/s/ E. E. MARGASON

General Chairman

General Director Labor Relations

APPROVED:

/s/ E. E. WATSON

Vice President

A 200-343

2 00-405

MEMORRUDUM OP AGREEMENT
between
MISSOURI PACIFIC RAILROAD COMPANY
and
BROTHEROOD OF LOCOMOTIVE ENGINEERS

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1. If any member(s) of a crew believes that any other member of that crew is in an apparent unsafe condition to work with such employe may immediately contact a Carrier officer, If the Carrier officer, upon investigation, determines there is an apparent Rule G violation, the employe shall be removed from service.

It is understood that when a removal from service shall take place, transportation will be furnished back to his home terminal.

2. Once an employe has been relieved from service under (1) above, such employe must contact the Company's Social Service Counselor within five days of the removal from service. If the employe contacts the Social Service Counselor and accepts counseling, he will be paid for the full tour of duty or trip lost (one way) as a result of his removal from service.
3. If the employe does comply with the requirements set forth in (2), and the Social Service Counselor determines that the employe is not in need of counseling, the employe shall be returned to service. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in (2).
4. If the employe does comply with the requirements set forth in (2), the Social Service Counselor determines that the employe is in need of counseling, and the employe accepts counseling, the employe shall be immediately returned to service, subject to a favorable recommendation from the Social Service Counselor. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in (2).
5. If the employe does not comply with the requirements set forth in (2) or does not accept counseling as provided in (4), he must lay off and, if so desired, may request a formal investigation. Such request may be made within five days of the day removed from service. If the employe does not request an investigation and is off for more than 15 days, he must request a leave of absence.

One 45-day leave of absence will be granted. At the end of this period, if the employe still has not contacted the Social Service Counselor, the provisions of the respective agreements shall apply. If an employe(s) originated the action as provided in (1), he will not be called as Company witness if the employe asks for a formal investigation.

6. This Agreement shall apply one time only to each employe covered by this Agreement. Thereafter, all regular rules and agreements shall apply.
7. This Agreement is effective March 1, 1984, and may be terminated by either party upon service of five (5) days written notice upon the other party.

Signed at St. Louis, Missouri, this 28th day of February 1984.
FOR THE EMPLOYEES: FOR THE CARRIER:

/s/ A. J. BEAVERS
General Chairman - BLE

/s/ O. B. SAYERS
Asst. Vice Pres. - Labor Relations

200-34 3

ARTICLE 45

ELECTRIC LOCOMOTIVES, ELECTRIC
EITHER MULTIPLE UNITS OR SINGLE,
GASOLINE OR OTHER SERVICE

(Not Reproduced Herein)

ARTICLE 46

FIREMEN HANDLING ENGINES

Firemen will not be allowed to run or handle engines at stations or elsewhere on the road, to do switching or other work, unless they are considered competent to do so by their engineers. Firemen will be held equally responsible with their engineers for any accident that may result from carelessness on their part while they are handling engines.

ARTICLE 47

**OFFICIAL RECORD OP WEIGHT
ON DRIVERS**

For the purpose of officially classifying locomotives, bulletins will be kept posted at all terminal, showing actual weight on drivers of all engines in service.

ARTICLE 48

GARNISHMENT OP WAGES

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Garnishment of wages shall not be considered sufficient cause for dismissal when investigated and found to work an injustice to party garnished; investigation to be had before dismissal.

ARTICLE 49

SERVICE CERTIFICATES

Service certificates will be furnished upon application to engineers leaving the service.

ARTICLE 50

(Deleted)

ARTICLE 52

RULINGS

Whenever a ruling is made by an officer of the Company, having jurisdiction over the system, affecting the interpretation of any of the articles in this schedule, the General Chairman of the Engineers' Committee will be furnished with a copy of such ruling.

ARTICLE 53

DISTRIBUTION OF SCHEDULES

All subordinate officers shall be provided with copies of these rules and a copy shall also be kept in each engine house on the system.

AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

(Former Missouri Pacific)

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GUARANTEED EXTRA BOARDS

It is Agreed:

A guaranteed engineer's extra board may be established at locations as agreed to by separate individual implementing agreements, and will be governed by the following:

OPERATION

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1. The number of employees assigned to such extra boards shall be regulated by the Carrier; however, the number assigned shall not be reduced below the number called for under the minimum regulating factor set forth in existing applicable schedule agreement rules (see Attachment "B" for example of board regulation calculations). If, in the Carrier's judgment, there is insufficient work to maintain an extra board, such extra board shall be discontinued. Sufficient employees shall be maintained to permit reasonable layoff privileges for regular employees.

Engineers assigned to the guaranteed extra board shall remain thereon for a minimum of seven (7) days unless they are the successful bidder on another permanent assignment.

2. Guaranteed extra board positions will not be advertised; rather, standing bids shall be accepted from engineers who desire to be placed on a guaranteed extra board when it is to be increased. Assignments shall be made on the basis of seniority.

Increases of a guaranteed extra board can occur at any time, but reductions can only be made on adjustment day. Boards will be adjusted between 8:00 AX and 12:01 PM on Tuesday of each week.

3. Engineers on the extra board shall work on a rotary first-in, first-out basis. Engineers shall be placed on the bottom of the extra board based upon terminal arrival time, or actual tie up on yard assignments. If more than one tie-up occurs at the same time, previous board standing shall govern.

4. Deadheading which occurs as a result of force-assignment to the extra board of an employee holding an assignment at an outlying point will be paid for.

Guarantee

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1. Engineers assigned to an extra board under this Agreement shall be guaranteed as a combination road/yard extra board the money amount of \$2,199.97 per pay period. These rates are subject to future general wage adjustments, including COLA. The guarantee shall be computed on a daily basis and shall not apply to any calendar day the extra engineer lays off (except pursuant to Item 4. next under) or otherwise becomes unavailable for service. See Attachment "A" for guarantee computations.

2. Engineers assigned to the guaranteed extra board for less than a full pay period shall have their guarantee prorated based upon the number of days in the payroll period. Payment of the guarantee shall be made currently with payment of earnings for the period.

3. Engineers added to the guaranteed extra board will be entitled to guarantee payment for the calendar day, provided they meet the availability requirements of this Agreement. All earnings for the calendar day shall not be used as an offset against the guarantee. Guarantee shall not be paid to an engineer for the calendar day on which reduced from the guaranteed extra board.

4. Engineers assigned to the guaranteed extra board for an entire pay period (or who is reduced from the board by the Carrier prior to completion of the pay period) shall be entitled to one (1) lay-off day (a 24-hour period or portion thereof) during the pay period for which no deduction will be made from the guarantee, subject to the following conditions:

- (a) At the time of layoff the engineer must be other than first out.
- (b) The layoff must be taken at any time commencing 12:01 AM Monday and concluded by 11:59 PM Thursday.
- (c) The layoff cannot exceed 24 hours.
- (d) This provision does not affect or modify any provision contained in the paid holiday agreement.

5. Engineers assigned to the guaranteed extra board for an entire pay period who remain marked up and available for service during that entire pay period shall be entitled to an incentive payment of one prorated guaranteed day representing the one (1) "free" layoff to which entitled under Item 4 above but not taken. This incentive for full availability during the pay period shall be paid regardless of whether an engineer does or does not exceed the guarantee for the period and shall be in addition thereto.

6. All earnings received by an engineer assigned to the guaranteed extra board shall be used in computing the employee's guarantee, except for payments made

for transportation allowance, meal allowance, penalty time claims, and for instructing a fireman in training.

- (a) When First Out: A Guaranteed Extra Board employee who is first out and lays off on call, misses call, or is not available for call, shall have their guarantee reduced by the amount they would have earned had they accepted the call, with a minimum reduction of one (1) prorated guaranteed day.
- (b) When Other Than First Out: An employee who misses a call or lays off when other than first out shall have their guarantee reduced by one prorated day for each 24-hour period or portion thereof.
- (c) An employee will not have their guarantee reduced or negated for the pay period when requested by the Carrier to attend safety, CMS, or other Company sponsored functions while on the guaranteed extra board.
- (d) An employee assigned to the Guaranteed Extra Board who is unavailable for more than two (2) occurrences during a pay period shall forfeit their guarantee for that pay period. An occurrence will not be counted for jury duty, bereavement leave, personal leave day, required attendance at formal investigation (if not found to be in violation of any rules), or layoff by a BLE Local Chairman for necessary union business.
- (e) The minimum lay off period for an employee assigned to a Guaranteed Extra Board shall be twelve (12) hours.

BOARD POSITIONING

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1. Laying Off or Missing a Call When First Out: An extra engineer laying off (on call or elsewhere), missing call, or otherwise unavailable for call when first out shall not be permitted to mark up until tie-up of the person accepting the call, and in no event prior to the expiration of twelve (12) hours. When such employee marks up to resume service, they shall be placed first out on the extra board.

2. Laying Off or Missing a Call When Other Than First Out: An extra engineer laying off, missing call, or otherwise unavailable for call when other than first out shall not be permitted to mark up for twelve (12) hours. When such employee marks up to resume service, they shall be placed at the foot of the board.

3. Laying Off or Missing a Call at Away-From-Home Terminal: An extra engineer laying off or missing call at the away-from-home terminal shall not be permitted to mark up until tie-up of the person used to protect the assignment, and in no event prior to the expiration of twelve (12) hours. When such employee marks up to resume service, they shall be placed at the foot of the board.

4. Outlying Vacancy: An extra engineer who misses a call, lays off on call, takes a personal leave day, or is otherwise unavailable for call for an outlying vacancy shall, upon reporting for service, be required to relieve the engineer used to protect the vacancy if it is still being filled from the extra board, and must mark up prior to the outlying job tying up. If the vacancy has ceased to exist, the engineer, upon marking up, shall be placed first out on the

extra board, provided at least twelve (12) hours have elapsed since time of layoff or missed call.

5. Laying Off or Missing a Call when protecting an Outlying Point Vacancy: An extra engineer laying off or missing call while protecting a vacancy at an outlying point shall, upon reporting for service, be~ required to relieve the engineer used to protect the vacancy if it is still being protected from the extra board, and must mark up prior to the outlying job tying up. If the vacancy has ceased to exist, the engineer, upon marking up, shall be placed at the foot of the board, provided at least twelve (12) hours have elapsed since time of layoff or missed call.

6. Short Turnaround: An extra engineer call to make a short turnaround trip (dogcatching, etc.) out of the home terminal shall, upon tie-up, be placed at the foot of the board.

7. First Out Rotation at Midnight: In order to prevent an engineer from holding the first out position for long periods of time, at 12:01 AM each date, the first out engineer on the board will be placed to the bottom of the board.

GENERAL PROVISIONS

1. With the exception of the August 11, 1988 Memphis/Little Rock Seniority Consolidation Agreement, any pre-existing agreements governing guaranteed engineers extra boards on the MP Upper Lines are hereby rendered null and void.

2. The parties hereto, having in mind conditions which exist or which may arise as a result of the application of this Agreement, agree that the duly authorized representative (General Chairman) of the employees party to this Agreement and the Director of Labor Relations may enter into additional written understandings to implement the purpose and intent of this Agreement.

TERMINATION

This Agreement shall terminate automatically thirty (30) days subsequent to receipt by either party (Carrier or Organization representatives collectively) of formal written notice from the other party advising of intent to cancel the Agreement.

Signed this 28th day of March, 1989 at North Little Rock, Arkansas.

FOR THE ORGANIZATION:

/s/ R. W. WINDHAM /s/
General Chairman, BLE

/s/ M. L. ROYAL, JR.
General Chairman, BLE

/s/ C. E. HUSTON
General Chairman, BLE

/s/ M. D. MUJRR
General Chairman, BLE

/s/ J. B. WHITE
General Chairman, BLE

FOR THE CARRIER:

M. A. HARTMAN
Director Labor Relations

/s/ T. L. WILSON, SR.
Director Labor Relations

ATTACHMENT "A"

EXAMPLE OF GUARANTEE COMPUTATION

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The guarantee is \$2,199.97 per pay period; therefore, guarantee computations for July (a 31-day month) would be as follows:

1st Half July (15 days):

\$2,199.97 divided by 15 = \$146.66 per day

2nd Half July (16 days):

\$2,199.97 divided by 16 = \$137.50 per day

All earnings offset from guarantee are subtracted as dollar amounts.

ATTACHMENT "B"

EXAMPLE OF EXTRA BOARD REGULATION

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Regulation Date: Tuesday, April 4, 1989

Miles made by extra board during the previous 7-day period: 4,953

Divide by 7: 4,953 divided by 7 = 707.6

Multiply by number of days in month: 707.6 x 31 = 21934.7

Divide by minimum factor (2600): 21934.7 divided by 2600 = 8.44

Minimum number required on board: 8

NOTE: fractions of .50 or larger are rounded upward Fractions of .49 or lower are dropped

March 7, 1989

File: 560.30-1

Mr. M. L. Royal, Jr.
General Chairman, BLE
413 West Texas
Sherman, TX 75090

Mr. C. E. Huston
General Chairman, BLE
P. O. Box 741
Portland, TX 78274

Gentlemen:

This refers to the standard guaranteed extra board agreement entered into this date.

It was agreed that in the event this agreement is implemented at some location on your territories and at a later date cancelled, effective upon cancellation ay pre-existing guaranteed extra board agreement applicable to that location which had been preserved under Attachment VIII and Letter Agreement No. 10 to the December 9, 1988 Mfl Merger Agreement, shall again become applicable at that location.

If the foregoing correctly describes our understanding and agreement, please so indicate by signing in the space provided below.

Yours truly,

/s/ T. L. WILSON, SR.
Director Labor Relations

AGREED:

/s/ M. L. ROYAL, JR.
General Chairman, BLE

/5/ C. E. MUSTON
General Chairman, BLE

March 7, 1989

File: 560.30-1

Mr. R. W. Windham
General Chairman, BLE
4122 crescent Drive
St. Louis, MO 63129

Mr. M. L. Royal, Jr.
General Chairman, BLE
413 West Texas
Sherman, TX 75090

Mr • C. E. Huston
General Chairman, BLE
P. 0. Box 741
Portland, TX 78374

Mr. J. B. White
General Chairman, BLE
P. 0. Box 541
Denison, TX 75020

Mr. M. D. Murr
General chairman, BtJE
1320 Jennings
Muskogee, OK 74403

Gentlemen:

B C D E F H I J L O P R S T U V W Y
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This refers to the standard guaranteed extra board agreement entered into this date.

Under the GUARANTEE section of the Agreement, Item 1, the use of the phrase "or otherwise becomes unavailable for service" was intended to refer to those other instances which might be considered other than a "lay-off," e.g., missed call, no-show for assignment after accepting call, etc.

Under Item 6. (d) of this same section of the Agreement, it was understood that if an employee laid off and remained off for Seventy-two (72) consecutive hours, that layoff would be counted as one (1) "occurrence" under this section of the Agreement.

If the foregoing correctly describes our understanding and agreement, please so indicate by signing in the space provided below.

AGREED: Yours truly,

/s/ R. W. WINDHAM	/s/ M. A. HARTMAN
General Chairman, BLE	Director Labor Relations
/s/ M. L. ROYAL, JR.	/s/ T. L. WILSON, SR.
General Chairman, BLE	Director Labor Relations
/s/ C. E. HUSTON	
General Chairman, BLE	
/s/ J. B. WHITE	
General Chairman, BLE	
/s/ M. D. MURR	
General Chairman, BLE	

January 29, 1990

File: 560.30-1

Mr. M. D. Waldemer
General Chairman, BLE
708 South 59th Street
Belleville, IL 62223

Dear Sir:

[B](#) [C](#) [D](#) [E](#) [F](#) [H](#) [I](#) [J](#) [L](#) [O](#) [P](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [Y](#)
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During the CMS policy manual review meeting at St. Louis, Missouri on January 26, 1990, we agreed to change the first-out rotation of the Guaranteed Extra Board in Paragraph 7 (board positioning), from 12:01 AM (midnight) to 12:01 PM (noon).

This change is applicable only to those Guaranteed Extra Boards on the former Missouri Pacific Upper Lines and will be effective February 16, 1990.

It was further understood that no time claims would be filed or progressed as a result of making this change.

If this meets with your understanding, please sign in the space provided below for your signature and return a signed copy to my office for file. Upon receipt of signed copy, the change as indicated will be implemented.

Yours truly,

/s/ M. A. HARTMAN
M. A. HARTMAN
Director Labor Relations

JFM/012990/b

AGREED:

/s/ MARK D. WALDEMER

AGREEMENT

between

ONION PACIFIC RAILROAD COMPJWY

**(Former Missouri Pacific)
and**

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

SUPPLEMENTAL EXTRA BOARDS

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IT IS AGREED:

A supplemental engineer's extra board may be established at locations as agreed to by separate individual implementing agreements, and will be governed by the following:

1. Employees on the supplemental extra board will be called for service only when the regular extra board is exhausted. The regular extra board at each point where a supplemental extra board is maintained will continue to be regulated in accordance with existing schedule rules and agreements.
2. Employees on the supplemental extra board will be worked first-in, first-out, and if a call is missed will be penalized by deduction of a one-day's pro rata share of the monthly guarantee. An employee missing a call will remain first-out for subsequent service but will only be penalized once for missed calls in any given day.
3. Positions on the supplemental extra board will be treated as regular assignments for purposes of bidding, displacement, etc. The number of positions on the supplemental extra board will be regulated by the Company.
4. The guarantee on a supplemental extra board shall be the money amount of 3,677.40 per month. This guarantee is subject to future general wage adjustments, including COLA. The guarantee will be pro rated on the basis of the number of days

in the month (see Attachment "A") and allocated to each pay period, and paid each pay period on a current basis, with the usual payroll deductions being applicable and time on the board counting for vacation qualification purposes. In the event an employee is on the supplemental extra board for less than a full month, a prorated portion of the guarantee will apply.

5. On April 1 and October 1 of each year, employees on the supplemental extra board will be permitted a free exercise of seniority.

6. Reductions from the supplemental extra board will be made in reverse order of seniority.

7. In order to prevent an engineer from holding the first out position for long periods of time, at 12:01 AX each date, the first out engineer on the board will be placed to the bottom of the board.

8. At any location where a supplemental extra board is established by individual implementing a9reement, it will remain in effect for a six month trial period, during which it may be cancelled at any time by either party serving a ten (10) day written notice of cancellation upon the other party. After the board has been in operation for six (6) months, it will thereafter be subject to change and modification in accordance with the procedures of the Railway Labor Act.

Signed this 28th day of March, 1989 at North Little Rock, Arkansas.

FOR THE EMPLOYEES:.	FOR THE CARRIER:
R. W. WINDHAM BLE	M. A. HARTMA.N
General Chairman, BLE	Director Labor Relations
M. L. ROYAL, JR.	T. L. WILSON, SR.
General Chairman, BLE	Director Labor Relations
C. E. HUSTON	
General Chairman, BLE	
M. D. MURR	
General Chairman, BLE	
J. B. WHITE	
General Chairman, BLE	

ATTACHMENT A

EXAMPLE OF GUARANTEE COMPUTATION

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The guarantee is \$3,677.40 per month; therefore, guarantee guaranteed computations for July (a 31-day month) would be as follows:

$$\$3,677.40 \text{ divided by } 31 = \$118.63 \text{ per day}$$

All earnings offset from guarantee are subtracted as dollar amounts.

March 7, 1989

File: 390.40-1 450. 09-1
560.30-1

Mr. R. W. Windham
General Chairman, BLE
4122 Crescent Drive
St. Louis, MO 63129
Mr. C. E. Huston
General Chairman, BLE
P. O. Box 741
Portland, TX 78274

Mr. M. L. Royal, Jr.
General Chairman, BLE
413 West Texas
Sherman, TX 75090
Mr. N. D. Murr
General Chairman, BLE
1320 Jennings
Muskogee, OK 14403

Mr. J. B. White
General Chairman, BLE
P. O. Box 541
Denison, TX 75020

Gentlemen:

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This is to confirm our discussions concerning the disciplining of employees who may miss calls under the Supplemental Guaranteed Extra Board Agreement.

During our discussions of this issue, we assured you that while an employee is obligated to be available to accept calls, an employee who misses an occasional call will not be disciplined. If however, an employee repeatedly misses calls, he may be subject to discipline.

If the foregoing correctly sets forth understanding reached in conference, please so signify by affixing your signature on the space provided below.

Yours truly,

/s/ M. A. HARTMAN
Director Labor Relations

/5/ T. L. WILSON, SR.
Director Labor Relations

/s/ R. W. WINDHAM
General Chairman, BLE

/s/ M. L. ROYAL, JR.
General Chairman, ELK
/s/ C. E. HUSTON
General Chairman,

/s/ M. O. MtJRR
General Chairinan,

/s/ J. B. WHITE
General Chairman,

/s/ C. E. HUSTON
General Chairman,

/s/ N. D. MORE
General Chairman,

/s/ J. B. WHITE
General Chairman,

March 7, 1989

Mr. R. W. Windham
General Chairman, ELK
4122 Crescent Drive
St. Louis, MO 63129

Mr. C. E. Huston
General Chairman, ELK
P. O. Box 741
Portland, TX 78274

Mr. M. L. Royal, Jr.
General Chairman, ELK
413 West Texas
Sherman, TX 75090

Mr. M. D. Murr
General Chairman, ELK
1320 Jennings
Nuskogee, OK 74403

Mr. J. B. White
General Chairman, ELK
P. O. Box 541
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Gentlemen:

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This is to confirm conference in which the recall provisions under the Engineer Reserve Board Agreement were discussed.

During conference, it was agreed that when an engineer is recalled to service under section 2 of the Agreement, the engineer will have seven (7) days to report but payment will continue for five (5) days from the date of recall. It further was understood that in the event any engineer cannot be reached by telephone, this seven day recall period will commence on the date a certified letter of recall is received or the postal service advises Carrier that delivery cannot be accomplished.

If the foregoing correctly sets forth understanding reached in conference, please affix your signature in the space provided below.

Yours truly,

/s/ N. A. HARTMAN
Director Labor Relations
/s/ T. L. WILSON, SR.
Director Labor Relations

/s/ R. W. WINDHAM General Chairman, ELK /s/ M. L. ROYAL, JR. General Chairman, BLE
/s/ C. E. HUSTON General Chairman, BLE /s/ M. D. MURR General Chairman, ELK /s/ J.
B. WHITE General Chairman, BLE

November 17, 1938

140. 30-4

Mr. J. B. White
General Chairman, ELK
P. O. Box 542.
Denison, TX 15020

Dear Mr. White:

Enclosed herewith find copy of Agreement governing Reserve Engineer status and one amendment thereto applicable to engineers under the jurisdiction of General Chairman N. L. Royal, Jr.

The Carrier is willing to extend the provisions of this Agreement to your members should you so desire.

If this meets with your approval, please so indicate by signing in the space provided, retaining copy for your records and returning the original to me along with advice as to the number of copies you desire.

Yours truly,

/5/ T. L. WILSON, SR.

Director Labor Relations

AGREED:

/5/ J. B. WHITE
General Chairman, ELK

Enclosures (2)

AGREEMENT

between

**UNION PACIFIC RAILROAD COMPANY
(Former Missouri Pacific)**

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

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RESERVE BOARDS

An engineer's reserve board may be established at locations as agreed to by separate individual implementing agreements. When established, the Carrier shall have the right to offer "Reserve Engineer" status to any number of active engineers working as such, with seniority as engineers. Where applied, Reserve Engineer status shall be granted in seniority order on a seniority district or home zone basis under the terms listed below:

1. An employee who chooses Reserve Engineer status must remain in that status until he either (i) is recalled and returns to service pursuant to Paragraph (2), (ii) is discharged from employment by the Carrier pursuant to Paragraph (2) or for other good cause, (iii) resigns from employment by the Carrier, or (iv) retires on an annuity (including a disability annuity) under the Railroad Retirement Act, whichever occurs first. An employee who is eligible for a full annuity under the Railroad Retirement Act shall continue to be eligible for Reserve Engineer status except that the amounts the employee could have received from Railroad Retirement shall be deducted from payments made by the Company to reserve engineers.

2. Reserve Engineers must maintain their engine service proficiencies while in such status, including successfully completing any retraining or refresher programs that the Carrier may require and passing any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abilities have been maintained. Reserve Engineers also must hold themselves available for return to service upon seven days notice, and must return to service in compliance with such notice. Reserve Engineers shall be recalled in reverse seniority order. Failure to comply with any of these requirements will result in forfeiture of all seniority rights.

3. Reserve Engineers shall be paid at 70% of the basic yard engineers rate for five days per week. No other payments shall be made to or on behalf of a Reserve Engineer except (i) payment of premiums under applicable health and welfare plans and (ii) as may otherwise be provided for in this Article. No deductions from pay shall be made on behalf of a Reserve Engineer except (i) deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law; (ii) deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, (iii) as may otherwise be authorized by this Article, and (iv) any other legally required deduction.

4. Reserve Engineers shall be considered in active service.

5. Other non-railroad employment while in Reserve Engineer status is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.

6. Vacation pay received while in Reserve Engineer status will offset pay received under paragraph 3. Time spent in reserve status will not count toward determining whether the employee is eligible for vacation in succeeding years. It will count as time in determining the length of the vacation to which an employee, otherwise eligible, is entitled.

7. Reserve Engineers are not eligible for:

- Holiday Pay
- Bereavement Leave
- Jury Pay
- Other similar special allowances

8. Reserve Engineers are covered by:

- Health and Welfare Plans
- Union Shop
- Dues Check-off
- Discipline Rule
- Grievance Procedure

that are applicable to engineers in active service.

9. When junior employees are in "Reserve Engineer" status, a senior active engineer may request such status. The Carrier shall grant such a request and, at its discretion, recall the junior "Reserve Engineer."

10. Reserve Engineers may elect to change their status and return to full employment only after having been assigned to the Reserve Board for a continuous period of one hundred eighty (180) calendar days.

11. At any location where an engineer's reserve board is established by individual implementing agreement, it will remain in effect for a six month trial period, during which it may be cancelled at any time by either party serving a ten (10) day written notice of cancellation upon the other party. After the board has been in operation for six (6) months, it will thereafter be subject to change and modification in accordance with the procedures of the Railway Labor Act. In the event there are questions over the interpretation or application of the Agreement, either party may request a meeting which will be held promptly to discuss and resolve any problems.

Signed this 28th day of March, 1989, at North Little Rock, Arkansas.

FOR THE EMPLOYEES: FOR THE CARRIER:
/s/ R. W. WINDHAX General Chairman, BLE

/s/ M. L. ROYAL, JR.
General Chairman, BLE

/s/ C. E. HUSTON
General Chairman,

/s/ M. D. MURR
General Chairman,

/s/ J. B. WHITE
General Chairman,

/s/ M. A. HARTMAN
Director Labor Relations

/s/ T. L. WILSON, SR.
Director Labor Relations

**AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

B C D E F H I J L O P R S T U V W Y
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Effective September 25, 1989, the Agreement dated March 28, 1989, entitled "Reserve Boards" is amended by deleting the following language from Section 1:

"An employee who is eligible for a full annuity under the Railroad Retirement Act shall continue to be eligible for Reserve Engineer status except that the amounts the employee could have received from Railroad Retirement shall be deducted from payments made by the Company to reserve engineers."

Signed this 25th day of September, 1989, at Omaha, Nebraska.

FOR THE EMPLOYEES:

/s/ MARX D. WALDEMER
M. D. Waldemer General Chairman

M. L. Royal General Chairman

FOR THE CARRIER:

/s/ W. E. NARO
Director Employee Relations

/s/ T. L. WILSON
Director Labor Relations

/s/ H. A. HARTMAN
Director Labor Relations
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MEMORANDUM AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY
(Former Texas & Pacific Railway Co.)

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Reserve Engineer Status

IT IS AGREED:

The carrier shall have the right to offer "Reserve Engineer" status to any number of active engineers, working as such, with seniority prior to November 1, 1985. Where applied, "Reserve Engineer" status shall be granted in seniority order on a seniority district or home zone basis under the terms listed below.:

- (1) Except as otherwise provided herein under Item 11, an employee who chooses Reserve Engineer Status must remain in that status until either (i) recalled and returned to service, (ii) discharged from employment by the Carrier, (iii) resigns from employment by the Carrier or (iv) retires on an annuity (including a disability annuity) under the Railroad Retirement Act.
- (2) Reserve Engineers must maintain their engine service proficiencies while in such status, including successfully completing any retraining or refresher programs that the Carrier may require and passing any tests or examinations (including physical examinations) administered for purpose of determining whether such proficiencies and abilities have been maintained. Reserve Engineers also must hold themselves available for return to engine service upon seven (7) days' notice, and must return to engine service in compliance with such notice. Reserve Engineers shall

be recalled in reverse seniority order. Failure to comply with any of these requirements will result in forfeiture of all seniority rights.

- (3) Reserve Engineers shall be paid at 70% of the basic yard engineer's rate for five days per week. No other payments shall be made to or on behalf of a Reserve Engineer except payment of premiums under applicable health and welfare plans. No deductions from pay shall be made on behalf of a Reserve Engineer except (a.) deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law, (ii) deduction of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, (iii) as may otherwise be authorized by this Agreement; and (iv) any other legally required deductions.
 - (4) Other non-railroad employment while in Reserve Engineer Status is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings from non-railroad employment.
 - (5) Vacation pay received while in Reserve Engineer Status will offset pay received under Paragraph (3) above. Time spent in reserve status will not count toward determining whether the employee is eligible for vacation in succeeding years. It will count as time in determining the length of the vacation to which an employee, otherwise eligible, is entitled.
 - (6) An employee who is himself eligible for full annuity under the Railroad Retirement Act shall continue to be eligible for Reserve Engineer Status except that in addition to the deductions set forth in Paragraph (3), above, there also shall be deducted the amounts the employee could have received from Railroad Retirement.
 - (7) Reserve Engineers are not eligible for:
 - Holiday Pay
 - Personal Leave
 - Bereavement Leave
 - Jury Pay
 - Other similar special allowances
 - (8) Reserve Engineers are covered by:
 - Health and Welfare Plans
 - Union Shop
 - Dues Check-off
 - Discipline Rule
 - Grievance Procedure
- that are applicable to engineers in active service,
- (9) When junior employes are in "Reserve Engineer" status, a senior active engineer may request such status. The carrier shall grant such a request and, at its discretion, recall the junior "Reserve Engineer",
 - (10) Employes in "Reserve Engineer" status who are recalled to engine service as an engineer may displace any engineer in his seniority district or home zone that is junior to him.
 - (11) Each June 1st and December 1st an employe who has been in reserve status for a period of not less than 180 calendar days may relinquish such status and exercise his seniority rights. An employe voluntarily relinquishing reserve

FOR THE ORGANIZATION:
/s/ M. L. ROYAL, JR. /s/ G. A. McINTOSH
Morris Royal, Jr. Asst. Director Labor Relations
General Chairman, BLE

FOR THE CARRIER:

/s/ T. L. WILSON, SR.

Director Labor Relations

/s/ W. E. NARO

Director Labor Relations

File 1615-4
cc: 140-19

INSERT

PERSONAL LEAVE REDUCED CREW

**MEMORANDUM OF AGREEMENT
between the
Missouri Pacific Railroad Company
and the
Brotherhood of Locomotive Engineers**

NMB Case No.

September 3, 1981

A-10715

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This Mediation Agreement, made and signed at Washington, D.C. this third day of September, 1981, is in full and final settlement of B.L.E. Notices served March 25, 27(2), 28 and 29, 1980, pursuant to the letter Agreement dated July 26, 1978, copy attached hereto and Carrier's Counter Proposal dated July 21, 1981, and is in consideration of a side letter Mediation Agreement made and signed this same date, the combination of which increases the productivity and responsibility of engineers.

In view of the above, it is hereby agreed:

ARTICLE I - - Compensation Adjustment

- A. Effective May 1, 1980, a special allowance of 45-minutes at the hourly rate of pay applicable to the class of service being performed and weight on drivers of the locomotive used, will be paid to engineers for each trip or tour of duty in road or yard service with a train/yard service crew consisting of two (2) employees. This 45- minutes will be subject to all future wage and cost-of- living adjustments.
- B. In addition to the above, employees holding seniority as engineers on or before January 1, 1981, an additional special allowance of \$2.75 will be paid to engineers for each trip or tour of duty in road or yard service with a train/yard service crew consisting of two (2) employees. This allowance will not be subject to future wage increases or cost-of-living adjustments.
- C. The special allowances are applicable only to those engineers performing service on crews reduced as a result of the Crew Consist Agreement signed March 17, 1980.

ARTICLE II - PERSONAL LEAVE

- A. Effective as of January 1, 1982, engineers in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following basis:

<u>YEARS OF SERVICE</u>	<u>PERSONAL LEAVE DAYS PER YEAR</u>
Less than 5 years	2 days
5 years and less than 10 years	4 days
10 years and less than 15 years	6 days
15 years and less than 20 years	8 days
20 years or more	10 days

- B, The number of personal leave days each road freight engineer is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered service or in the exercise of dual road and yard seniority rights.
- C. Personal leave days may be taken upon 24-hour notice to an appropriate Carrier officer and the engineer will be paid one basic day, including cost-of-living, at the rate of the last service performed for each personal leave day or days. The Carrier has the option of granting personal leave days with less than 24-hour notice.
- D. Personal leave day or days may be scheduled or allowed to start on other than a work day of the engineer's positions. Personal leave days paid for will be counted as qualifying days for vacation purposes.
- E. The Brotherhood of Locomotive Engineers will have the option to reject the provisions regarding personal leave days and in lieu thereof, the sum of \$2.00 will be added to the special allowance provided in Article 1(B). Such option to be exercised within ninety (90) days of the effective date of this agreement.

In the event engineers opt for the allowance in this paragraph instead of personal leave days, the \$2.00 allowance will not be applicable should road freight engineers obtain personal leave days and/or holidays as the result of National or other negotiations.

Article 111-Radio Equipment

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- A. Engineers performing service with reduced train or yard crews will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios, and engineers will not be held responsible for failure or malfunction of radio equipment unless obviously caused by the engineers' abuse or tampering.
- B. Except in emergency, engineers working with a reduced yard crew will not be required to start switching or perform transfer service without operable radios on engines, nor will they be censured or disciplined in any manner for refusing to do so.
- C. Except in emergency, engineers working with reduced crews in road service will not be required to perform switching or depart a terminal with a train not having radio communication between train crew and the engineer, nor will they be censured or disciplined in any manner for refusing to do so.

D. Sufficient frequency channels will be utilized to provide safe communications.

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E. Engineers covered by this agreement may be required to change out a portion of the radio provided no tools are needed to perform this service.

Article IV - Other Considerations

A. No carrier supervisor, official, or non-engine craft employee will be used to supplant or substitute in the exclusive work of any employee working under BLE Agreements.

B. The Carrier will maintain a sufficient number of regular and extra engineers to permit reasonable layoff privileges and to protect vacancies, vacations and personal leave day(s), if any.

Article V - Effect and Duration of Agreement

A. Effect of Agreement

1. Subject to the provisions of paragraph 2 of this Article V, the parties to this agreement shall not serve or progress prior to the attrition of all engineers eligible to receive the additional special allowance under paragraph B of Article I, any notice or proposal for changing the specific provisions of this agreement governing the special allowances under Article I, paragraphs A and B, and Article II, E.
2. If any agreement or agreements which gave rise to the disposed of by the terms of this agreement are changed in such manner as to substantially affect the wage relationship between engineers and other crew members, negotiations will be held promptly without the necessity to serve a formal notice under Section 6 of the Railway Labor Act.

B. Duration of Agreement

This agreement and side letter agreement appended hereto shall become effective within thirty days from the date the Carrier is notified by the Organization that the agreement has been ratified. Except as otherwise provided herein, this agreement will continue in effect until revised or amended in accordance with the Railway Labor Act. This will not bar the parties from making changes by mutual agreement.

Signed at Washington, D.C. this third day of September, 1981.

FOR FOR

BROTHERHOOD OF LOCOMOTIVE
ENGINEERS COMPANY

MISSOURI PACIFIC RAILROAD

/5/ R. W. WINDHAM

/s/ O. B. SAYERS

General Chairman - BLE

Director of Labor Relations

/s/ D. E. LANDRUS

General Chairman - BLE

/s/ A. J. BEAVERS
General Chairman - BLE

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/s/ G. C. SPARKS General Chairman - BLE

APPROVED:

/s/ W. C. WANKE eew 1st Vice President - BLE /s/ E. E. WATSON Vice President - BLE

NATIONAL AGREEMENT, May 13, 1971
ARTICLE IX - VACATIONS

Insofar as applicable to employees represented by the Brotherhood of Locomotive Engineers, the vacation agreement dated April 29, 1949, as amended, is further amended effective January 1, 1973, by substituting the following Section 1 for the amended Section 1 contained in the agreement of November 17, 1964 as amended, substituting the following Section 2 for the amended Section 2 contained in the agreement of August 17, 1954 as amended, and substituting the following Section 9 for Section 9 as amended:

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Section 1 (a) - Effective January 1, 1973, each employe, subject to the scope of the schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedule.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1 (a) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other service shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1 (a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

(b) Effective January 1, 1973, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949

Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1 (b) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed at 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers in the application of this Section 1 (b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) - Effective January 1, 1973, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having ten or more years of continuous service with employin9 carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949, Vacation Agreement amounting to one hundred sixty (160) basic days in tiles or hours paid for as provided in individual schedules and during the said ten or more y ears of continuous service renders service of not less than sixteen hundred ~1600) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1 (c) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other service shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifiyin9 days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers in the application of this section 1 (c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) - Effective January 1, 1973, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty or more years of continuous service renders service of not less than thirty-two hundred (3200) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1 (d) each basic day in yard service

performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers in the application of this Section 1 (d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is equivalent to 120 qualifying days.) (See NOTE below.)

(e) - Effective January 1, 1973, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949, Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1 (e) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers in the application of this Section 1 (e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

NOTE: - In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) (Not applicable.)

(g) Calendar days on which an employe assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employe is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1 (g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) Where an employe is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be

included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under section 1(b), sixteen hundred (1600) basic days under Section 1(c), thirty-two hundred (3200) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

(i) Only service performed on one railroad may be combined in determining the qualifications provided for in this section 1, except that service of an employe on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employe's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) In instances where employee who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employes in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) In instances where an employes who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under section 1(a), (b), (c), (d) or (e) and (j) hereof.

(l) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the-calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with the days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

Section 2 - Employes qualified under Section 1 hereof shall be paid for their vacations as follows:

General

(a) - An employe receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employe under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i))

during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

(b) - Beginning on the date Agreement "A" between the parties, dated May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employes and employes having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned:

Yard Service

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(1) An employe receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employe under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such a for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

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(2) An employe having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employe under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 ii)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employe is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employe is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

Note: Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

Section 3 - Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4 - Time off on account of vacation will not be considered as time off account employe's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 - The absence of an employe on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Section 6 - Vacations shall be taken between January 1st and December 31; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employe in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employes will cooperate in arranging vacation periods, administering vacations and releasing employes when requirements of the service will permit. It is understood and agreed that vacationing employes will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employe will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 7 (a) - Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employe at the end of his vacation period, the number of vacation days at the request of the employe may be reduced in one year and adjusted in the next year.

(b) - After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8 - The vacation provided for in this Agreement shall be considered to have been earned when the employe has qualified under Section 1 hereof. If an employe's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employe has qualified therefor under Section 1. If an employe thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children of his estate, in that order of preference.

Section 9 - The terms of this agreement shall not be construed to deprive any employe of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rules, understanding or customs. With respect to yard service employe's and with respect to any yard service employe having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

Section 10 - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employe members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers and the United Transportation Union.

Section 12 - This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 13 - This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 14 - The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

AGREEMENT

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It is hereby understood that the agreement between the parties signatory hereto signed at St. Louis April 29, 1964 to be effective with the year 1965, pertaining to the splitting of vacations, is cancelled and the following is agreed to:

1. Engineers who qualify for three or more weeks' vacation under the provisions of the April 29, 1949 Vacation Agreement, as amended, will, upon request, be permitted to take their vacation in three periods of not less than one week each in any calendar year subject to the provisions of this Agreement.
2. Employees desiring to take vacations in two periods must make written application thereof or during the periods when applications for vacations are being accepted.
3. When two periods are requested, only one of such periods will be assigned during the period May 1 to September 30.
4. Section 6 of the 1949 Vacation Agreement provides in part:

"Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacation."

In applying the principle quoted above, consideration will be given to only one period of a split vacation in assigning vacations to engineers. An employee requesting a split vacation will designate which period he desires considered in accordance with the above. After all engineers have been assigned one vacation period in accordance with the principle quoted above, the remaining split vacations will be assigned to available unassigned periods with due regard to the engineer's desires in his seniority order consistent with the requirement of the service.

5. In view of permitting split vacations, it is understood the length of the entire vacation will be no greater than the length of vacation to which the employee is entitled at the time the first portion of the vacation is taken.

6. In the application of Section 2 (c) of the Vacation Agreement, the vacation allowance to an employee who splits his vacation as provided in this Agreement will be on the same basis in the second and third periods of his vacation as in the first period of his vacation, the same as if the vacation had not been split.

7. Once an employee has made a choice and been assigned a vacation, or the vacation list has been set up, same will not be changed, except, that should the employee, at the time he is scheduled to take his assigned vacation, be absent from duty by reason of personal injury or sickness, he may, by mutual agreement between the Local Chairman and the Superintendent, be assigned another vacation period.

8. The Carrier will assume no additional expense in granting vacations as result of the Vacation Agreement. Where relief for vacation incurs deadheading, the Carrier will be required to pay for only one round trip for this service. Only the relief engineer deadheading to fill the first vacation period will be allowed deadhead pay for the trip to the point and return. No deadhead pay will be allowed to the relief engineer sent to or returning from the point to protect second and third vacation periods.

9. All other provisions of the April 29, 1949, National Vacation Agreement, as amended, will apply without change.

This Agreement shall be cancelled automatically upon the service of thirty (30) days' written notice by either party of a desire to cancel the Agreement, and the serving of such notice shall have the effect of reinstating the application of the April 29, 1949, Vacation Agreement at the expiration of the thirty (30) days in exactly the same manner as if this Agreement has not been written.

Letter addressed to General Managers

December 17, 1965
320-1923

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There has reportedly been some misunderstanding and difficulty in the application of Section 4 of the BLE and BLF&E split vacation agreements.

For the information of all concerned, it should be understood that each employe desiring to split his vacation will be given seniority preference first of all to only one of his vacation periods (as designated by the employe). Then after all initial vacation periods are assigned, including those who do not wish to split their vacations, and each employe has been assigned one vacation period, the remaining split vacation periods will then be assigned to available vacation period slots taking into consideration the employes' desires and seniority.

In other words, the senior employe cannot have both their vacation periods assigned in accordance with seniority before junior employes are assigned one of their periods.

/s/ B. W. SMITH

Letter June 17, 1953 (File 320-3503)

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When an extra man is on vacation he should not take his place on the board when he reports on or before the last day of his vacation until midnight of the last day of his vacation.

This does not make any change in the practice followed, where men who are regularly assigned to regular turns, or pool runs, are being permitted to report and be used on their regular assignments on the last day of their vacation in order to keep them from losing time.

Letter July 1, 1953 (File 300-2134)

When a man is off on vacation he will be required to report just the same as if he had been laying off and will not be placed on his assignment or the extra board automatically at the end of his vacation period.

PAID HOLIDAY AGREEMENT

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The following is a correlation of Article I, Sections 2 and 3 of the June 25, 1964 Agreement, as amended by Article III of the March 10, 1969 Agreement, Article XI of the May 13, 1971 Agreement and Article III of the March 6, 1975 Agreement. The text appearing in solid capital letters denotes the amendments under Article III of the March 10, 1969 Agreement. The only change under Article XI of the May 13, 1971 Agreement was the addition of Veterans Day as a ninth paid holiday. The letter dated August 4, 1969, from the National Railway Labor Conference confirms the intent of note to Section 3 ~b) of Article 1 of the June 25, 1964 Agreement with the understanding the language "within that yard" should be regarded as eliminated.

Section 2

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The following provisions shall apply to regularly assigned engineers, firemen, hostlers and hostler helpers represented by an organization party hereto in yard service, and regularly assigned road service employes paid on a daily basis:

- (a) Each regularly assigned engineer, fireman, hostler and hostler helper represented by an organization party hereto in yard service, and each regularly assigned road service employe in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft or service in which last engaged for each of the following enumerated holidays:

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

New Year's Eve Day

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

NOTE: When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

- (b) Any of the employees described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

NOTE: NOT MORE THAN ONE TIME AND ONE-HALF PAYMENT WILL BE ALLOWED IN ADDITION TO THE "ONE BASIC DAY'S PAY AT THE PRO RATA RATE." FOR SERVICE PERFORMED DURING A SINGLE TOUR OF DUTY ON A HOLIDAY.

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- (c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, cancelled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof of (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employee's work week, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

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- (d) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless the regularly assigned employee fails to qualify under paragraph (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.

- (e) That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be **worked a stipulated number of days per week or month will not apply to the holidays herein referred to;** but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply.

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- (f) As used in this rule, the terms "workday" and "holiday" refer to the day to which service payments are credited.

- (g) WHEN ONE OR MORE DESIGNATED HOLIDAYS FALL DURING THE

VACATION PERIOD OF THE EMPLOYEE, HIS QUALIFYING DAYS FOR HOLIDAY PAY PURPOSES SHALL BE HIS WORKDAYS IMMEDIATELY PRECEDING AND FOLLOWING THE VACATION PERIOD. IN ROAD SERVICE, LOST DAYS PRECEDING AND FOLLOWING THE VACATION PERIOD DUE TO THE AWAY-FROM-HOME OPERATION OF THE INDIVIDUAL' S RUN SHALL NOT BE CONSIDERED TO BE WORKDAYS FOR QUALIFYING PURPOSES.

Section 3

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The following provisions shall apply to extra engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters that confine the exercise of seniority to a particular yard or yards, AND EXTRA EMPLOYEES ON A COMMON EXTRA LIST PROTECTING BOTH ROAD AND YARD SERVICE.

(a) Extra engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters which confine the exercise of seniority to a particular yard or yards, who meet the qualifications provided in paragraph (b) of this Section 3, AND EXTRA EMPLOYEES ON A COMMON EXTRA LIST PROTECTING BOTH ROAD AND YARD SERVICE, WHO MEET THE QUALIFICATIONS PROVIDED IN NOTE 2, PARAGRAPH (b) OF THIS SECTION 3, shall receive one basic day's pay at the pro rata rate on EACH of the following holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	New Year's Eve Day
Labor Day	

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

NOTE 1: When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

NOTE 2: Not Reproduced

(b) To qualify, an extra yard service employe must:

(a.) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,

(2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,

(3) if such employe cannot qualify under Section 3 (b) (1) or (b) (2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days.

NOTE 1: For the purpose of Section 3 (b) (1), (2) and (3), an extra yard service employe will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is repaired by the carrier to perform other service (within that yard) in accordance with rules and practices on the carrier.

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NOTE 2: TO QUALIFY, EMPLOYEES ON A COMMON EXTRA LIST PROTECTING BOTH ROAD AND YARD SERVICE, MUST HAVE COMPENSATION CREDITED FOR YARD OR HOSTLER SERVICE ON NOT LESS THAN ELEVEN (11) OR MORE OF THE THIRTY (30) CALENDAR DAYS IMMEDIATELY PRECEDING THE HOLIDAY.

(c) DELETED

(d) Any of the extra yard service employes described in paragraph (a) of this Section 3 who works on any of the holidays listed therein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

NOTE: NOT MORE THAN ONE TIME AND ONE-HALF PAYMENT WILL BE ALLOWED IN ADDITION TO THE "ONE BASIC DAY'S PAY AT THE PRO RATA RATE," FOR SERVICE PERFORMED DURING A SINGLE TOUR OF DUTY ON A HOLIDAY.

(e) As used in this Section 3, the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

NOTE 1: An employe subject to this Section 3 whose service status changes from an extra yard service employe to a regularly assigned yard service employe or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra service employe, and (2) he meets the qualifications set forth in paragraph (c) of Section 2 on the day or days he is a regularly assigned yard service employe, provided further, that a regularly assigned yard service employe, who voluntarily changes his service status to an extra yard service employe on any of the three qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

NOTE 2: The term "Yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

(f) WHEN ONE OR MORE DESIGNATED HOLIDAYS FALL DURING THE VACATION PERIOD OF THE EMPLOYEE, HIS QUALIFYING DAYS FOR HOLIDAY PAY PURPOSES SHALL BE HIS WORKDAYS IMMEDIATELY PRECEDING AND FOLLOWING THE VACATION PERIOD. IN ROAD SERVICE, LOST DAYS PRECEDING AND FOLLOWING THE VACATION PERIOD DUE TO THE AWAY-FROM-HOME OPERATION OF THE INDIVIDUAL'S RUN SHALL NOT BE CONSIDERED TO BE WORKDAYS FOR QUALIFYING PURPOSES.

NATIONAL RAILWAY LABOR CONFERENCE
July 28, 1967 - AMENDED 3-10-69

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It is understood that when a regularly assigned employe, holding an assignment subject to Article I, Section 2, of the Agreement of June 25, 1964, who performs compensated service at least one day on his regular assignment in the week in which the holiday falls, is required to be used off his assignment to protect other service on one or both qualifying days and/or on the holiday, performing or being available for the service he is called to protect will qualify him to receive the holiday basic day's pay at the rate of his regular assignment. He will be paid at the rate of time and one-half for service performed on the holiday provided he works on this regular assignment, and only then if he meets the qualifying requirements, set forth in Article I. Section 2(c), as interpreted herein.

A regularly assigned employee holding an assignment which is not subject to Article I, Section 2, but who is called to protect other service on an assignment which is subject to Article I, Section 2, will qualify for payment of the basic day for the holiday if he is available for or performs service on such assignment on the qualifying days and on the holiday, . provided no other employe qualifies for holiday pay on such position. If the assignment works on the holiday, he will be paid at the rate of time and one half for service performed on the holiday.

NATIONAL RAILWAY LABOR CONFERENCE
August 4, 1969
CIRCULAR NO. 513-11(b)

TO MEMBER ROADS:

Our attention has been directed to the language of Paragraph (c) of Article III, "Holiday Pay," of the Brotherhood of Locomotive Engineers Agreement of March 10, 1969.

It was mutually intended that Article 1. Section 3 of the June 25, 1964 Agreement be amended to permit extra employes on a common extra list protecting both road and yard service, to whom compensation for yard or hostling service is credited on 11 or more of the 30 calendar days immediately preceding the holiday, to qualify for holiday pay by meeting the qualifying requirement of the holiday and the calendar days immediately preceding and following it. The qualifying requirements involve the employe either working in or being available for yard service, as specifically set forth in Article I, Section 3 (b) (1) (2) and (3) of the June 25, 1964 Agreement. As to employees on common road- yard extra lists who meet the 11-day yard service eligibility requirement, implementation of this intent necessarily requires regarding an employe as available if he is required by the carrier to perform other service in accordance with rules and practices on the carrier - as if the words "within that yard" did not appear in the Note to Article I, Section 3 (b) of the June 25, 1964 Agreement. However, the language of Article III (c) of the March 10, 1969 Agreement, in the concluding phrase "Section 3 (a) will be amended accordingly," in fact does not encompass amendment of such Note.

Accordingly, to fulfill the mutual intent, Article III (c) of the BLE Agreement of March 10, 1969 should be regarded as stating:

"(c) the provisions of Section 3 of Article I of the Agreement of June 25, 1964, will apply to extra employes on a common extra list protecting both road and yard service, to whom compensation for yard or hostling service has been credited on eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday; and SECTION 3 will be amended accordingly," and the words "within that yard" should be regarded as eliminated from the note referred to.

HOLIDAYS G 200-239-I

October 17, 1973

By Act of Congress, the following holidays are now observed as legal holidays:

New Year's Day	January 1
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	Fourth Monday in October
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

This will not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

1982 NATIONAL AGREEMENT

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ARTICLE III - VACATIONS

Insofar as applicable to employees represented by the Brotherhood of Locomotive Engineers, the Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1982, by substituting the following Section 1(c), 1(d) and 1(h) for the corresponding provisions contained in Section 1, as previously amended:

(c) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service of not less than one thousand two hundred and eighty (1230) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other service shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949

Vacation Agreement, having seventeen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service renders service of not less than two thousand seven hundred and twenty (2720) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(The NOTE referred to in Sections 1(c) and 1(d) above reads as follows:

"NOTE: - In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.")

(h) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), one thousand two hundred and eighty (1280) basic days under Section 1(c), two thousand seven hundred and twenty (2720) basic days under Section 1(d), and four thousand (4000) basic days under Section 1(e).

ARTICLE IV - HOLIDAYS

Effective January 1, 1983, the national holiday provisions will be revised to add the day after Thanksgiving Day and to substitute New Year's Eve (the day before New Year's Day is observed) for Veterans Day.

The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

MEMORANDUM OF AGREEMENT
between the
MIBSOURI PACIFIC RAILROAD COMPANY
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

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Effective with the year 1974, the Agreement providing for split vacations dated November 30, 1964, is amended as follows:

Item 1. Engineers who qualify for three or more weeks' vacation under the provisions of the April 29, 1949 Vacation Agreement, as amended, will, upon request, be permitted to take their vacation in three periods of not less than one week each in any calendar year subject to the provisions of this Agreement.

Item 8. The Carrier will assume no additional expense in granting vacations as a result of the Vacation Agreement. Where relief for vacation incurs deadheading, the Carrier will be required to pay for only one round trip for this service. Only the relief engineer deadheading to fill the first vacation period will be allowed deadhead pay for the trip to the point and return. No deadhead pay will be allowed to the relief engineer sent to or returning from the point to protect second and third vacation periods.

Signed at St. Louis, Missouri, this 5th day of December, 1973.

FOR THE FOR THE
BROTHERHOOD OF MISSOURI PACIFIC
LOCOMOTIVE ENGINEERS RAILROAD COMPANY

/s/ R. R. FRITTS
General Chairman /s/ O. 3. SAYERS
Director of Labor Relations

File: N 320-1923

—
National Agreement 5-13-71
ARTICLE VIII
INTERDIVISIONAL INTERBENIORITY
DISTRICT
INTRADIVISIONAL AND/OR INTRASENIORITY
DISTRICT SERVICE
(FREIGHT OR PASSENGER)

[B](#) [C](#) [D](#) [E](#) [F](#) [H](#) [I](#) [J](#) [L](#) [O](#) [P](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [Y](#)
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Article 4 of the May 23, 1952 Agreement is amended to read as follows:

1. Where an individual carrier not now having the right to establish interdivisional, interseniority district, intradivisional or intraseniority district service, in freight or passenger service, considers it advisable to establish such service, the carrier shall give at least thirty days' written notice to the General Chairman or Chairmen of the Committee(s) of the Brotherhood of Locomotive Engineers involved, of its desire to establish service, specifying the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

The parties will negotiate in good faith on such proposal and shall recognize each others fundamental rights, and reasonable and fair arrangements shall be made

in the interest of both parties. Such right and arrangements shall include, but not be limited to the following:

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

(b) All miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) miles or less.

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

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

(d) On runs established hereunder engine crews will be allowed a \$2.00 meal allowance after 4 hours at the away from home terminal and another \$2.00 allowance after being held an additional 8 hours.

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

3. In the event the carrier and such committee or committees cannot agree on the matters provided for in Section 1(a) and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 60 days from the date of notice by the Carrier of its intent to establish service pursuant to this Article VIII.

The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the carrier to establish interdivisional, interseniority district, intradivisional, or intraseniority district service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the carrier and if and when such interdivisional, interseniority district, intradivisional, or intraseniority district service is established in that territory. Provided further, however, if carrier elects not to put the award into effect, carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of employes party to said arbitration. In its decision the Arbitration Board shall include among other matters decided the provisions set forth in Section 5 below for protection of employes adversely affected as a result of the discontinuance of any existing runs or the establishment of new runs resulting from application of this rule.

4. Interdivisional, interseniority district, intradivisional or intraseniority district service and/or agreements in effect on the date of this Agreement are not affected by this Article VIII.

5. Every employe adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by Section 6, 7, 8 and 9, of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement Section 7 (a) is amended to read 100% (less earnings in outside employment) Instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 5 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.

Any employe required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400.00) and five working days instead of the "two working days" provided by Section 10 (a) of said agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employe is changed is not more than 30 miles from his former reporting point.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employe under such agreements, in lieu of the benefits provided in this Article.

6. This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employe representative on or before August 1, 1971.

1986 NATIONAL AGREEMENT
ARTICLE IX - INTERDIVISIONAL SERVICE

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

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

Section 1 - Notice

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

Section 2 - Conditions

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

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

(b) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986 by the number of miles encompassed in the basic day as of that date. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

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

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

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

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

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

Section 3 - Procedure

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

Section 4 - Arbitration

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

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

Section 5 - Existing Interdivisional Service

Interdivisional service in effect on the date of this Agreement is not affected by this Article.

Section 6 - Construction of Article

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

Section 7 - Protection

Every employee adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by

Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 6 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.

Any employee required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article.

This Article shall become effective June 1, 1986 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date. Article VIII of the May 13, 1971 Agreement shall not apply on any carrier on which this Article becomes effective.

National Agreement 3-10-69
ARTICLE IV
PAYMENTS TO EMPLOYEES INJURED
UNDER CERTAIN CIRCUMSTANCES

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Where employes sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employes, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) COVERED CONDITIONS:

This Article is intended to cover accidents involving employes covered by this Agreement while such employes are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

- (1) deadheading under orders or
- (2) being transported at carrier expense.

(b) PAYMENTS TO BE MADE:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraph (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less an amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plain paid for in its entirety by the carrier, the following benefits:

(1) ACCIDENTAL DEATH OR DISMEMBERMENT

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$100,000
Loss of Both Hands	100,000
Loss of Both Feet	100,000
Loss of Sight of Both Eyes	100,000
Loss of One Hand and One Foot	100,000
Loss of One Hand and Sight of One Eye	100,000
Loss of One Foot and Sight of One Eye	100,000
Loss of One Hand or One Foot or Sight of One Eye	50,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints, regard to eyes, entire and irrecoverable loss of sight.

Not more than \$100,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) MEDICAL AND HOSPITAL CARE

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employe for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy plan paid for in its entirety by the Carrier.

(3) TIME LOSS

The carrier will provide an employe who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employe's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employe is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) AGGREGATE LIMIT

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employe a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) PAYMENT IN CASE OF ACCIDENTAL DEATH:

Payment of the applicable amount for accidental death shall be made to the employe's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employe, for the benefit of his estate.

(d) EXCLUSIONS:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

(1) Intentionally self-inflicted injuries, suicides or any attempt thereat, while sane or insane;

(2) Declared or undeclared war or any act thereof;

(3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

(4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of an accident;

(5) While an employe is a driver or an occupant of any conveyance engaged in any race or speed test;

(6) While an employe is commuting to and/ar from his residence or place of business.

(e) OFFSET:

It is intended that this Article IV is to provide a guaranteed recovery by an employe or his personal representative under the circumstances described, and that receipt of payment there under shall not bar the employe or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employe or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) SUBROGATION:

The carrier shall be subrogated to any right of recovery an employe or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

It is understood that no benefits or payments will be due or payable to any employe or his personal representative unless such employe, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of March 10, 1969 (employe or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

SAVINGS CLAUSE

This Article IV supersedes as of July 1, 1969, any agreement providing benefits of a type specified in Paragraph (b) hereof under the conditions specified in Paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employes party hereto, may by advising the other party in writing by June 2, 196?, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

ARTICLE III, June 25, 1964 SELF-PROPELLED MACHINES

NATIONAL AGREEMENT

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(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) 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.

Section 5 - Nothing contained in this Article III shall be construed to require the employment of engine and train service employees where not now required.

AGREEMENT
between the
MISSOURI PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

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In full and final settlement of the section 6 Notice served by the Brotherhood of Locomotive Engineers on January 5, 1968, covering pilot service,

IT IS AGREED:

- (a) If a pilot is placed on an engine to direct the movement of the engineer, such pilot shall be a qualified engineer; this does not apply to movement of light engines.
- (b) Engineers used as pilots will be paid the established rate of pay for class of service performed by the train they pilot. It is understood the without fireman rate will not apply to this pilot service.

Engineer pilots will be called from the Engineers' Extra Board; however, in the event no extra engineers are available, the alternate means for filling vacancies will prevail.

At away-from-home terminal in emergency when there is not sufficient time to secure an engineer from the Engineers' Extra Board, engineers first out in chain gang service will be used, moving turns of other engineers up accordingly.

This agreement becomes effective April 1, 1979.

Signed at St. Louis, Missouri, this 13th day of March, 1979.

FOR THE EMPLOYEES: FOR THE CARRIER:
/s/ R. W. WINDHAM /s/ O. B. SAYERS
R. W. Windham O. B. Sayers
General Chairman - BLE Director of Labor Relations

File: 277-7396

National Agreement - 6-25-64

ARTICLE II - EXPENSES AWAY FROM ROME

Section 1

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When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

The provisions of this Section shall be made effective at a date no later than 30 days following the effective date of this Agreement.

Section 2

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1 of this Article II) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$2.00.

Effective February 11, 1972, an additional \$2.00 meal allowance will be provided after being held an additional 8 hours.

Note: For the purposes of Section 1-and 2 of this Article II, extra board employes shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

ARTICLE VII - EXPENSES AWAY FROM ROME

NATIONAL AGREEMENT 5-13-71

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1. Effective June 1, 1971 Article II (Expenses Away from Home) of the June 25, 1964 Agreement is amended to cover extra men filling temporary vacancies at outlying points subject to the following additional conditions:

(a) The outlying point must be either 30 miles or more from the terminal limits of the location where the extra list from which called is maintained, or 60 miles or more from the reporting point of the extra list from which called.

(b) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

AGREEMENT

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It is mutually agreed that in the application of Article II, Section 1, of the Agreement of June 25, 1964, the following will govern:

Section 1. As previously agreed, where available, single rooms, air conditioned, with adequate heat, in reputable places are to be considered as suitable lodging.

Section 2. A current list of designated lodging facilities will be furnished the local chairmen involved and the General Chairman.

Section 3. At all other points where crews are entitled to lodging under the provisions of Article II of the Agreement of June 25, 1964, the employes will be paid \$2.00 in lieu of such lodging.

Section 4. When tied up on line of road and not under pay, lodging and meal allowance will be made in the same manner as if tied up at the away-from-home terminal under Section 1 of Article II, Agreement of June 25, 1964, except meal allowance will not be made when meals are furnished per Article 36(b) of the Basic Agreement. These allowances are not to be made when tied up at the designated tie-up point of an assignment.

Section 5. In the event the facilities listed in Section 2 above are inadequate to accommodate the number of employes entitled to lodging under the provisions of Article II of the June 25, 1964, Agreement, alternate facilities of equal quality will be provided by the Carrier if available, otherwise, the allowance provided for in Section 3 will be made.

Section 6. When an employe is tied up at a point where he is entitled to be furnished lodging or the lodging allowance and he is to be recalled to service or deadhead in less than four hours from the time tied up, he will be notified that he will be called in less than four hours and therefore will not qualify for lodging or lodging allowance. If not notified as per above and he is called in less than four hours, he will be entitled to the lodging or lodging allowance. In the application of this Section 6, it will not be the policy to call crews before the expiration of the four-hour period for the purpose of defeating the provisions of this Agreement.

Section 7. Should any of the facilities agreed upon, as listed in Section 2 of this Agreement, become unavailable, the parties will immediately confer upon receipt of advice concerning the changed situation in an effort to agree upon other facilities at the location or agree to apply the lodging allowance in lieu of furnishing lodging. Pending agreement, if the agreed-upon facility becomes unavailable, the cash allowance provided for in Section 3 will be paid. Should either party desire to eliminate, add or change any of the facilities agreed upon in Section 2, notice will be given to the other party and conference will be held without delay in an effort to reach mutual agreement on such elimination, addition or change.

Section 8. Employes who did not avail themselves of lodgings made available by the Carrier between July 25, 1964, and this date will, if qualified as prescribed in Section 1 of Article II, Agreement of June 25, 1964, be paid \$2.00 in lieu of each lodging. After this date, no employe will be entitled to such allowance if he fails to avail himself of the facilities furnished by the Carrier as listed in Section 2.

Signed at St. Louis, Missouri, this 19th day of February, 1965.

269-ART-2-BLE (NCS)

AGREEMENT

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It is mutually agreed that the following shall be added as a second paragraph of Section 3 of the lodging agreement dated February 19, 1965:

If the assignment of an employe is such that he would be entitled to suitable lodging in the proximity of his residence, he may, in lieu of using the Carrier-provided lodging, claim and receive a \$2.00 cash allowance."

This agreement will become effective August 16th, 1966. 269-ART 2-ELE (NCS)

Section 16. - Eating and Sleeping Accommodations.

Road engineers and firemen, and helpers on other than steam power, will not be tied up between their terminals except at points where food and lodging can be procured.

This rule shall become effective on October 1, 1948. (National Rules Agreement August 11, 1948)

File 243

AGREEMENT

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This Agreement made this 9th day of May 1968, by and between Missouri Pacific Railroad Company, hereinafter referred to as the Carrier, and the Brotherhood of Locomotive Engineers, hereinafter referred to as the Brotherhood.

IT IS AGREED:

Section 1

Subject to the terms and conditions of this Agreement, Carrier shall deduct sums for periodic dues, assessments and insurance (not including fines and penalties), payable to the Brotherhood by member of the Brotherhood from wages due and payable to said members from wages earned in engine, train, yard or hostling service, i.e., members engaged in any of the services or capacities covered in Section (3) First (h) of the Railway Labor Act defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board upon the written and unrevoked authorization of a member in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof. The signed authorization may, in accordance with its terms, be revoked in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof. Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished as necessary by the Brotherhood without cost to the Carrier. The Brotherhood shall assume full responsibility for the procurement and execution of said forms by employes and for the delivery of said forms to the Carrier.

Section 2

The Treasurer of the Local Division of which they employe is a member shall furnish to the Carrier not later than the 12th of each month a certified statement in duplicate in the form prescribed by the Carrier, showing the name and working number of each member, the amount of current monthly dues for each member, the amount of the current monthly assessment for each member, and the amount of insurance premium due for each member who has signed the authorization from herein referred to, and which signed authorization has been filed with the Carrier or attached to the aforementioned list.

Section 3

Deductions will be made from the wages earned in the first period of the month for which the aforementioned list is furnished. The following payroll deductions will have priority over deductions in favor of the Brotherhood as covered by this Agreement:

- (a) Federal, State and Municipal taxes and other deductions required by law, including garnishment and attachments.
- (b) Hospital Association dues.
- (c) Amount due the Carrier for supplies or material furnished and monies paid out on behalf of the employe.
- (d) Insurance and hospitalization premiums.

If the earnings of the employe are insufficient to remit the full amount of deduction for an employe~ no deduction shall be made and the same will not be accumulated on the following monthly statement furnished by the Treasurer of the Division.

No deductions will be made from other than the regular payrolls; none to be made from special payrolls or from time vouchers.

Section 4

This Agreement shall cease to apply to any employe who may be adjudicated bankrupt or insolvent under any of the laws of the United States.

Section 5

The carrier will remit to the Secretary-Treasurer of each local division of the Organization the amount deducted from the wages of members listed by said Secretary-Treasurer. The Carrier will make such remittance not later than the 25th day of the month following the month in which the deduction is made.

Section 6

Erroneous deductions are to be corrected by the Brotherhood by adjustments included in the subsequent regular monthly statements furnished by the Treasurer of the Division to the Carrier and adjustments will be properly identified on the statement. If any question arises as to the correctness of the amount deducted, member will handle such matter direct with the Treasurer of the Division.

Section 7

No part of this Agreement shall be used in any manner whatsoever either directly or indirectly as a basis for a grievance or time claim by or in behalf of an employe; and no part of this or any other agreement between the Carrier and the Brotherhood shall be used as a basis for a grievance of time claim by or in behalf of any employe predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this Agreement.

Section 8

The BrotherhoOd shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the entering into and the complying with the provisions of this Agreement.

Section 9

This Agreement shall become effective on the 1st day of August, 1968, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act as amended.

Signed at St. Louis, Missouri, on May 9, 1968.

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
Ralph R. Fritts
General Chairman

MISSOURI PACIFIC RAILROAD COMPANY
O. B. Sayers
Director of Labor Relations

File: 255-3
(ATTACHMENT "A")

WAGE ASSIGNMENT AUTHORIZATION

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Manager-Disbursements Accounting
Missouri Pacific Railroad Company
St. Louis, Missouri
Name

(last) (first) (middle initial)

Employe Ident. No. _____

S. S. No.

Division

Department

Occupation

Home Address

(street and number)

(city or town)

- 223 -

Thereby assign to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay my monthly union dues assessments, initiation fees and insurance premiums (not including fines and penalties), as reported to the Missouri Pacific Railroad Company, by the Treasurer of the Brotherhood of Locomotive Engineers, or his successors in monthly statements, certified by him, as provided under the Check-Off Agreement entered into by and between the Brotherhood and the Missouri Pacific Railroad Company on May 9, 1968, and I hereby authorize the Missouri Pacific Railroad Company to deduct from my wages all such sums and pay them over to such designated representative of the Brotherhood in accordance with the said Check-Off Agreement. This authorization maybe revoked in writing by the undersigned at any time after the expiration of one (1) year or upon the termination of the rules and working conditions Agreement between the Company and the Brotherhood, whichever occurs sooner.

19

(date)

(signature)

(Division No.)

(ATTACHMENT "B")

B C D E F H I J L O P R S T U V W Y
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Manager-Disbursements Accounting
Missouri Pacific Railroad Company
St. Louis, Missouri

Name

(last) (first) (middle initial)

Employe Ident. No. _____

S. S. No.

Division

Department

Occupation

Home Address

(street and number)

(city or town)

Effective _____, I hereby revoke the Wage Assignment Authorization now in effect assigning to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay my monthly dues, assessments, initiation fees and insurance premiums, now being withheld pursuant to the Check-Off Agreement between the Brotherhood and the Missouri Pacific Railroad Company and I hereby cancel the Authorization now in effect authorizing Missouri Pacific Railroad Company to deduct such monthly union dues, assessments, initiation fees and insurance premiums from my wages.

(date)

(signature)

(Division No..)

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Mr. R. W. Windham
General Chairman, BLE
4122 Crescent Drive
St. Louis, MO 63129

Dear Sir:

At the present time when firemen transfer under the terms of the so-called "interim agreement", they are not considered for use as engineer at the point to which they transfer even though they are promoted and qualified engineers. Viewed objectively, this practice doesn't make much sense. There is no reason not to use the transferees as emergency engineer when the engineers' extra board is exhausted at that location. An employe used as engineer under this provision would only be entitled to work as engineer until their services are no longer needed as engineer.

At that point in time the employe would return to the position held prior to use as emergency engineer. Use as an emergency engineer as described herein will not entitle the employe to an engineer's seniority date at the new location.

If you are in agreement with utilization of emergency engineers in accordance with this proposal, please so indicate by signing in the space provided below, retaining a copy for your files and returning the original to this office.

This understanding may be cancelled by either party serving a ten (10) day written notice upon the other.

Yours truly,
/s/ A. C. HALLBERG

A. C. Hallberg

ACCEPTED:

/s/ R. W. Windham

General Chairman, BLE

NATIONAL AGREEMENT, May 13, 1972.
ARTICLE III - SWITCHING SERVICE FOR
REWIND OTHER INDUSTRIES

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Article 6 of the Agreement of May 23, 1952 is hereby amended to read as follows:

(a) Where, after the effective date of the May 23, 1952 Agreement, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with either road men or yard men, or both, without additional compensation or penalties thereof or to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four (4) miles from the switching limits. Other industries located between the switching limits and such new industries may also be served by either road or yard men without additional compensation or penalties thereof or to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

(b) When service is performed outside of switching limits by yard men under the above provisions, the yard engineer or yard engineers involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside the switching limits in serving the industries in accordance with this rule and a statement of such time shall be furnished the BLE General Chairman or General Chairmen representing yard and road engineers by the carrier each month. The BLE General Chairman or General Chairmen involved may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road engineers from the seniority district on which the industries are located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods they will be understood to have waived rights to appointment for previous periods. Failure on the part of the employe representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

(c) This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed.

(d) The foregoing is not intended to amend or change existing agreements involving full time industrial parks located within the 4-mile limit referred to in paragraph (a) herein that have been negotiated on individual properties since the national agreement of 1952.

NATIONAL AGREEMENT, May 13, 1971

ARTICLE II - SWITCHING LIMITS

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Article 7 - Changing switching limits of the May 23, 1952 Agreement is hereby amended to read as follows:

(a) Where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within sixty days following the date of the last conference. The carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration. The decision of the Arbitration Board will be made within 30 days after the Board is created, unless the parties agree at anytime upon an extension of this period. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon 7 days notice by the carrier

(b) This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

AGREEMENT

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This Agreement made this 1st day of October, 1971, by and between the Missouri Pacific Railroad Company (Western, Southern and Eastern Districts), hereinafter referred to as the "Carrier" and the Brotherhood of Locomotive Engineers, hereinafter referred to as the "Brotherhood?"

IT IS AGREED:

section 1. In accordance with and subject to the terms and conditions hereinafter set forth, all employes of the Carrier now or hereafter subject to the

rules and working conditions Agreements between the parties hereto, except as hereinafter provided shall as a condition of their continued employment subject to such agreements become members of the Brotherhood within sixty calendar days of the date they first perform compensated service as such employes after the effective date of this agreement and thereafter shall maintain membership in the Brotherhood; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2. The requirements of membership provided for in Section 1 of this Agreement shall be satisfied as to both a present or future employe in engine, train, yard, or hostling service, that is, an employe engaged in any of the services or capacities covered in section 3, First (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board, if said employe shall hold or acquire membership in any one of the labor organizations, national in scope, organized in accordance with the Railway Labor Act, an admitting to membership employes of a craft or class in any of said services. Nothing herein shall prevent an employe from changing membership from one organization to another organization admitting to membership employes of a craft or class in any of the services above specified.

Section 3. (a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employes return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements be required within thirty- five calendar days from date of their return to such service to comply with the provisions of Sections 1 and 2 of this Agreement.

(b) The seniority status and rights of employes furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employes shall, upon resumption of employment, be considered as new employes for the purpose of applying this agreement.

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Sections 1 and 2 of this agreement so long as they are not in service covered by such agreements but they may do so at their option. Should such employes return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service to take membership in one of the organizations specified in Sections 1 and 2 of this agreement.

Section 4. Nothing in this agreement shall require an employe to become or to remain a member of the Brotherhood if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason

other than the failure to the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees and assessments shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time.

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Section 5. (a) Each employe covered by the provisions of this agreement shall be considered by the Carrier to have met the requirements of the agreement unless arid until the Carrier is advised to the contrary in writing by the Brotherhood. The Brotherhood will notify the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipts, of any employe who it is alleged has failed to comply with the terms of this agreement and who the Brotherhood therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreements. The form of notice to be used shall be agreed upon by the Carrier and the Brotherhood and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the Carrier will, within ten calendar days of such receipt, so notify the employe concerned in writing by Registered or Certified Mail, Return Receipt Requested~. or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the Brotherhood. An employe so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord hxm a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the. date of receipt of request thereof or. Notice of the date set for hearing shall be promptly given the employe in writing with copy to the Brotherhood~ by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Brotherhood shall attend and participate in the hearing~ The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employe concerned does not request a hearing as provided herein the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreements not later than thirty calendar days from receipt of the above described notice from the Brotherhood unless the Carrier and the Brotherhood agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employe has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employe and the Brotherhood shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Brotherhood agree otherwise in writing.

If the decision is not satisfactory to the employe or to the Brotherhood it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to

stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employe and the Brotherhood shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Brotherhood agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Brotherhood or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below. Any request for selection of a neutral person as provided in Section 5 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this agreement the Brotherhood or the employe involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the Brotherhood or his designated representative, and the employe involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Brotherhood and the employe involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employe and the Brotherhood shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Brotherhood; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Brotherhood and the employe.

(d) It is understood that if an employe produces evidence to an officer or duly authorized member of the General Committee of the Brotherhood that he is a member in any one of the labor organizations as specified in Section 2 of this Agreement that will satisfy this agreement and no notice will be served by the Brotherhood on the Carrier to have employe removed from service. Employe will be required to produce such evidence on demand of an officer or duly authorized member of the General Committee of the Brotherhood, but will not be required to produce such evidence more than once in a calendar month. If employe fails or refuses to produce such evidence, he may be cited to the Carrier by the Brotherhood as not complying with the Agreement.

(e) The time periods specified in this section may be extended in individual cases by written agreement between the Carrier and the Brotherhood.

(f) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreements between the Carrier and the Brotherhood will not apply to cases arising under this Agreement.

(g) The General Chairman of the Brotherhood shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The Carrier shall notify the General Chairman of the Brotherhood in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Agreement.

(h) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

section 6. other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The Carrier may not, however, retain such employe in service under the provisions of this section for a period, in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the Brotherhood in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. This position will be advertised as vacant under the bulletining rules of the agreement but the employe may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished or annulled. The above periods may be extended by agreement between the Carrier and the Brotherhood.

Section 7. An employe whose seniority and employment under the Rules and Working Conditions Agreements is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Brotherhood or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employe may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employe against the Carrier predicated upon any action taken by the Carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employe's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Brotherhood or other employes based upon an alleged violation, misapplication or noncompliance with any part of this agreement.

Section 2. In the event that seniority and employment under the Rules and Working Conditions Agreements is terminated by the Carrier under the provisions of this agreement and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Brotherhood shall indemnify and save harmless the Carrier against any and all liability arising as the

result of such improper, unlawful, or unenforceable termination of seniority and employment, provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employe; provided further that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employes who seniority and employment are terminated by the Carrier under the provisions of this agreement.

Signed at St. Louis, Missouri, this 1st day of October, 1971.

File: G-255-3

AGREED

May 8, 1973

277-7203 (3)

B C D E F H I J L O P R S T U V W Y

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The parties hereto agree as follows:

When firemen in training to become locomotive engineers are required to receive on-the-job training, the engineer on the job selected will acquaint the fireman in training with the responsibilities and functions of engineers under actual working conditions, subject to the following;

1. The engineer will permit the fireman in training under his supervision to operate the engine and perform other functions of an engineer.
2. The engineer will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by the fireman in training. He will, however, be responsible for the safe operation of his train and engine and will be present in the cab while the fireman in training is operating the engine.
3. The engineer will be required to complete progress reports, as may be directed, on each fireman in training assigned to him. Incompetence, lack of judgment or other detrimental traits or attitudes will be reported.
4. The presence of a fireman in training will not affect the engineer's rate of pay when operating without a fireman.

~~5. Engineer(s) will be paid an allowance of thirty (30) minutes at the pro rata rate applicable to locomotive used in addition to all other earnings for each tour of duty that a fireman in training is assigned to him.~~

SEE 1996 ON PROPERTY AGREEMENT (\$28-ROAD \$14-YARD)

6. Engineers will be advised by the Road Foreman of Engines of the assignment of firemen in training.

NOTE: The use of the term "fireman in training" in this agreement refers to a fireman while actually engaged in a scheduled training program established by the Carrier.

MEMORANDUM OF AGREEMENT

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It is hereby agreed the following will govern regular assigned engineers, firemen and helpers:

Section 1. Regular assigned passenger engineers, firemen or helpers not used to operate on regular assignment, through no fault of their own, will be compensated for the mileage and regular hostling of their assignment. Any earnings made when the mileage of their assignment is not run, if any, when they do not operate on regular assignment, may be used to offset any part or all of the potential earnings of the assignment.

Any engineer, fireman or helper who may be representing the regular assigned engineer, fireman or helper, or if called for run, will be considered as being the regular assigned engineer, fireman or helper during the time they may be representing such regular assigned engineer, fireman or helper.

Section 2-(a). Regular assigned way freight, traveling switch engine, wreck, work and construction engineers, firemen or helpers who are ready for service the entire month and who do not lay off of their own accord, will be guaranteed not less than 100 miles or eight hours for each calendar working day, exclusive of overtime (this to include legal holidays). If through Act of Providence, it is impossible to perform regular service, guarantee does not apply.

(b). Crews may also be used in any other service to complete guarantee when for any reason regular assignment is discontinued, but such service shall be paid for at schedule rates unless earnings from such rates would be less per day than would have been earned in regular assignment.

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Under paragraph (a) the days involved when not ready for service entire month and who do not lay off of their own accord refers to legal holidays, or when so designated by proclamation; in other words, if not used on a regular calendar working day, when not due to an Act of Providence, will be paid regardless if not ready for service the entire month.

It is understood that if off due to mileage limitations, it will be considered as being ready for service the entire month.

It is understood that all interpretations applying to conductors' and trainmen's guarantee rule covering service referred to in Section 2, will be applicable.

Section 3. It is understood that any assignment may be cancelled, in which event the guarantee provisions herein are not applicable. The annulling of any assignment from day to day is not to be considered as canceling assignment.

This agreement shall become effective February 1, 1947, and will continue in effect until changed or cancelled, as provided for in the Railway Labor Act, as amended.

MEMORANDUM AGREEMENT

B C D E F H I J L O P R S T U V W Y

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As per understanding reached in conference, it is agreed that the following will govern in connection with aggregating crews out of the away-from-home-terminal:

Example 1.

- (a) first out - has had 9 hours previous service - has 7 hours service time left.
- (b) second out - has had 7 hours previous service - has 9 hours service time left.
- (c) third out - has had 5 hours previous service - has 12. hours service time left.

In aggregating a crew out of the away-from-home-terminal without their rest, crew (c) with 11 hours service time left is used. If crew (c) who is aggregated makes the trip from time required to report until tied up in less than 6 hours, crews (a) and (b) will be entitled to runaround. If either or both crew (a) or (b) are rested before crew (c) departs from the away-from-home-terminal the crew or crews so rested will be entitled to runaround. This example provides one hour margin under the circumstances would require crew (c) to make the trip in less than six hours before crews (a) and (b) would be entitled to runaround.

Example 2.

If crew (c) who is aggregated, consumes six hours or more from time required to report until tied up, crew (a) is not entitled to runaround. If crew (c), who is aggregated consumes 8 hours or more, crews (a) or (b) are not entitled to runaround. It is further agreed that where there is a crew available who is fully rested, such crew may be called without regard to their standing on the crew board, but if such fully rested crew is used and they do not depart from the terminal before other available crew or crews become rested, such crew or crews will be entitled to runaround.

The above examples will apply to men in pool freight or unassigned service at away-from-home-terminals.

In line with our understanding, all claims of record will be settled on the basis of the above, if necessary information is shown in the claim; otherwise, claims are to be withdrawn.

This agreement shall become effective February 1, 1947, and will continue in effect until changed or cancelled, as provided for in the Railway Labor Act, as amended.

Letter — October 10, 1950.

Under the provisions of the Memorandum Agreement above, effective February 1, 1947, Crew will not be aggregated when there is a fully rested crew available.

LAYING OFF AND LEAVE OF ABSENCE

B C D E F H I J L O P R S T U V W Y

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1. When employees in engine service are permitted to lay off they must not be absent in excess of 30 days, except in case of sickness or injury, without having formal leave in writing, granted in accordance with the provisions of this agreement.
2. Leave of absence for not to exceed 90 days in a calendar year may be granted by the Superintendent but such leave must not run concurrently for the last 90 days of one year and the first 90 days of the following year.
3. No employee will be granted a leave of absence or be permitted to layoff for the purpose of engaging in outside employment or business without first securing formal leave from the Superintendent, but such leave will not be granted until the Superintendent is furnished with a letter over the signature of the Secretary that the division or local lodge approves of the leave.
4. Leave in excess of 90 days in a calendar year may be granted but in all such cases such leave will not be granted until the Superintendent is furnished with a letter over the signature of the Secretary that the division or local lodge approves the leave.
5. When formal leave is granted while an employee is laying off, the beginning date of the formal leave must date back to the date the employee laid off.
6. Employees who are granted formal leaves and who do not report at the termination of their leaves will lose their seniority, except in case such employees furnish satisfactory evidence that they were unavoidably delayed.

Signed at St. Louis, Missouri, this 22nd day of October, 1952. (300-198)

1240-1

140.80-1

AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY - CENTRAL REGION
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Representing Employees on the former MP Upper Lines)

[B C D E F H I J L O P R S T U V W Y](#)

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WHEREAS, the National Railroad Passenger Corporation (hereinafter referred to as AMTRAK desires to employ engine service personnel for operation of its service; and

WHEREAS, certain employees subject to collectively bargained agreements between the parties signatory hereto desire to be considered for employment by Amtrak,

NOW, THEREFORE, IT IS AGREED;

ARTICLE ~
REQUESTS FOR LEAVES OF ABSENCE

1. When an employe desires to accept employment with Amtrak, he shall make application in writing to the Superintendent for a leave of absence.

2. The leave of absence may, at the discretion of the Company, be granted in seniority order to the employe making request therefore, for the duration of employment with Amtrak. When such leave is granted, the BLE General Chairman will be given a copy of the superintendent's letter authorizing the leave.

3. While on leave of absence, the employe will keep Superintendent advised of his current address and telephone number.

4. Engine service employes, while on leave of absence, will continue to retain and accumulate seniority.

5. No leaves will be granted after the expiration of the two- year period commencing with the effective date of the agreement. However, requests for leaves of absence filed by engine personnel prior to the expiration of the two-year period will be given consideration in accordance with Section 2, above.

ARTICLE II
BZWBN FROM LEAVES OF ABSENCE

1. An employe who is granted a leave of absence pursuant to this agreement will be permitted to return to the Company's service only upon the following conditions:

- (a) He is unable to hold a regularly assigned or extra board position with Amtrak (except for disciplinary reasons); or
- (b) Because of hardship cases such as serious illness of a family member.
- (c) As an exception to paragraph 1(a), above, the employe may return voluntarily to UPRR at the end of the first six- month period, which period will commence with the date of the employe's employment with Amtrak. If the employe elects to remain with Amtrak at the end of the six-month period, he may not voluntarily return to UPRR except in accordance with paragraph (a) •or (b) above.
- (d) If an employe fails to return to service of the Company within 30 days after he is furloughed by Amtrak and therefore is unable to hold a regularly assigned or extra board position, he will forfeit his seniority and other employment rights with the Company.
- (e) If the employe does not stand for service with Amtrak as outlined in paragraph (a), above, and is furloughed, he may return to UPRR and exercise his rights on his seniority district in accordance with the working agreement. When the employee is recalled by Amtrak, he will be given a leave of absence by UPRR to return.

ARTICLE III
EFFECTIVE Date

This agreement will become effective as of the date signed.

Signed at North Kansas City, Missouri, this 5th day of February, 1987.

FOR THE ORGANIZATION:

FOR THE CARRIER:

Is! R. W. WINDHAM
R. W. Windham
General Chairman, BLE

/s/ A. C. HALLBERG
Regional Director
- Labor Relations (CR)

February 5, 1987

Files: 1240-1 140. 80-1

Mr. R. W. Windham
General Chairman, BLE
4122 Crescent Drive
St. Louis, MO 63129

Dear Sir:

This will confirm our February 5, 1987 conference, at which we discussed the intent of the Amtrak Leave of Absence Agreement, particularly Article II, Section 1(b), reading as follows:

"Because of hardship cases such as serious illness of a family member."

This will confirm that the above-quoted language is intended to be broad enough to include situations where an employe is faced by a financial hardship due to moving from one location to another in order to protect Amtrak work.

If the foregoing accurately represents our understanding, please so indicate by signing in the space provided below, retaining the copy for your files and returning the original to this office.

Yours truly,

/s/ A. C. HALLBERG
A. C. Hallberg

AGREED:

/s/ R. W. WINDHAM
General Chairman, BLE

AH:N14/089

REGISTERING MILEAGE

MEMORANDUM OF UNDERSTANDING

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To eliminate the Carrier furnishing statements of mileage run by engineers and firemen and to make information readily available to local representatives, the Carrier will arrange for space on Form Ta 3539 "Employees' Call Register" for engineers and firemen to register accumulated mileage or its equivalent per note to

Section 17 of Article 40, paragraph (c), of agreements with the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen.

Enginemen and firemen will not be considered available for service until they have registered the accumulated mileage, it being understood that this does not prohibit the Company from calling such engineers and firemen for service in the event no other engineers or firemen are available, and, further, that the Carrier shall not be penalized in runaround or other claims by reason of failure to call such engineer or fireman for service.

This Memorandum of Understanding is not to be construed to relieve engineers and firemen at outlying points from sending record of accumulated mileage made or its equivalent to local chairman at the end of each week per note to Section 17 of Article 40, paragraph (c).

There is to be no change in the practice of local chairmen notifying the Carrier of men to be relieved account having made the maximum mileage under the provisions of the Schedule of Wages - Locomotive Engineers and Schedule of Wages - Locomotive Firemen.

This Memorandum of Understanding to become effective August 1, 1950, or as soon thereafter as the revised Form Ta 3539 can be made available.

Signed at St. Louis, Missouri, this 26th day of June, 1950.

MEMORANDUM OF AGREEMENT
between the
MISSOURI PACIFIC RAILROAD COMPANY
(Western and Southern Districts)
and the
BROTHERHOOD of LOCOMOTIVE ENGINEERS
ORDER OF RAILWAY CONDUCTORS
AND BRFLRMEN
BROTHERHOOD OF RAILROAD TRAINMEN
BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN

[B](#) [C](#) [D](#) [E](#) [F](#) [H](#) [I](#) [J](#) [L](#) [O](#) [P](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [Y](#)

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Due to existing schedules of freight trains operating between Van Buren, Arkansas, and Coffeyville, Kansas, and between Coffeyville, Kansas, and Muskogee, Oklahoma, the present arrangement in existence for assigned crews operating between Coffeyville and Muskogee and chain-gang crews operating between Van Buren and Coffeyville is in need of revision; therefore, it is agreed:

1. Regular-assigned through-freight crews operating between Coffeyville and Muskogee will be discontinued.

2. Memorandum of Agreement of January 15, 1955, made between the superintendent and Local Chairman of the Brotherhood of Railroad Trainmen, Memorandum of Agreement dated May 15, 1955, made between the Superintendent and Local Chairman of the Order of Railway Conductors, and Memorandum of Agreement of November 15, 1955, made between the Superintendent and Local Chairmen of the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen, fixing Muskogee as the point for laying of f and reporting for duty for

regular-assigned crews working on trains operating between Coffeyville and Muskogee and further providing for certain allowances for transportation between Van Buren and Muskogee, are cancelled.

3. The chain-gang pool operating out of Van Buren will protect the service into and out of Muskogee.

4. Article 8 of the agreement with the Brotherhood of Locomotive Engineers and Article 8 of the agreement with the Brotherhood of Locomotive Firemen and Enginemen as revised by agreement of August 11, 1948, and Article 13 of the agreement with the Order of Railway Conductors and Brakemen and Article 13 of the agreement with the Brotherhood of Railroad Trainmen as revised by agreements of November 21, 1947, are to apply to crews tied up at either Coffeyville or Muskogee.

5. Crews may be aggregated out of Coffeyville to either Muskogee or Van Buren without regard to the standing of other chain-gang crews at Coffeyville. (The purpose of this Section 5 is to permit flexibility of handling crews 30 that crews will not be required to make more than one trip between Coffeyville and Muskogee before returning to Van Buren if possible to do so)

6. Crews will be added to the chain-gang pools to increase the number of five with the understanding that these pools of crews are to be regulated in the future in accordance with the established rules and practices for the regulation of crews in chain-gang pools.

7. should additional regular through-freight trains be added either between Coffeyville and Muskogee or between Van Buren and Coffeyville, this agreement will be subject to review and revision upon written notice from either the Carrier or the Employes.

This agreement shall become effective February 6, 1961, and arrangements for adjusting the crews will be worked out with the Superintendent and the Local Chairmen.

Signed at St. Louis, Missouri, this 3rd day of February, 1961.

300-94 1
300-2142

July 20, 1976
N 200-410

B C D E F H I J L O P R S T U V W Y

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Mr. R. R. Fritts

General Chairman - BLE

Dear Sir:

This will confirm understanding reached in conference regarding the operation of unit coal trains between Coffeyville, Kansas, and the OG&E facilities near Fort Gibson, Oklahoma.

The service will be protected by Missouri Pacific engineers who now man the trains-between Coffeyville and Muskogee.

Muskogee will be the point for going on and off duty for engineers. Carrier will provide transportation from the on and off duty point to the train at the OG&E facilities.

An engineer in this service will be allowed 120 miles for the trip. The time for determining final terminal delay will be from the time the engineer is relieved at the OG&E facilities until he goes off duty at Muskogee. Initial terminal delay will be computed from the time of reporting for duty up to the time the engineer commences service at the OG&E facilities.

If the above sets forth the understanding reached in conference, please sign in the space provided advising the number of copies you desire.

Yours truly,

O. B. SAYERS

AGREED:

Signed August 11, 1976

277-6347-1

Rulings Adopted By The General Committee of Adjustment of the
Brotherhood of Locomotive Engineers on Northern, Central and
Southern Districts of the Missouri Pacific Railroad company.
Approved by Director of Labor Relations
November 20, 1959.

REDUCING REGULAR ASSIGNMENTS

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1. When reducing regular assignments in pools of crews, the reductions will be made beginning with the junior engineer assigned in the pool, except if there is a turn or turns under advertisement, the first reduction will be made by canceling the advertisement or advertisements. The reduction of regular assigned men will not become effective while the man to be cut off is standing first out on the board.

DESIGNATED DAYS OFF

2. Will regular assigned engineers have designated days off of their assignment, when it is known that such assignment will exceed the maximum miles prescribed in Article 40, in a calendar month?

ANSWER: Yes. Superintendent should be notified in writing of the assigned off days.

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TIME LIMIT FOR DISPLACEMENTS OUTSIDE 30 MILE RADIUS

3. Engineers displaced shall accept assignment within five days from such displacement, unless for sufficient cause they are unable to do so within the five-day limit. Engineers not requesting assignment within five days, except as above,

will be assigned to the extra board until a vacancy occurs. SEE 1996 NATIONAL AGREEMENT BELOW

1996 NATIONAL AGREEMENT 48 HOUR BUMP RULE

ARTICLE X - DISPLACEMENT

Section 1

(a) Where agreements that provide for the exercise of displacement rights within a shorter time period are not in effect, existing rules are amended to provide that an employee who has a displacement right on any position (including extra boards) within a terminal or within 30 miles of such employee's current reporting point, whichever is greater, **must, from the time of proper notification under the applicable agreement or practice, exercise that displacement right within forty-eight (48) hours.**

(b) Failure of an employee to exercise displacement rights, as provided in (a) above, will result in said employee being assigned to the applicable extra board, seniority permitting.

(The applicable extra board is the extra board protecting the assignment from which displaced.)

(c) In the event force assignment is not compatible with local agreements, prior to implementation, the parties will meet on property to determine an avenue of assignment.

Section 2

This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier.

1996 Q&As DISPLACEMENT ARTICLE X

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ARTICLE X - DISPLACEMENT

Q-1: On those properties where employees have less than 48 hours to exercise displacement rights, are such rules amended so as to now apply a uniform rule?

A-1: No, the existing rules providing for less than 48 hours continue, unless the parties specifically agree otherwise.

Q-2: Is an employee displaced under Section 1, electing to exercise seniority placement beyond thirty (30) miles of the current reporting point, required to notify the appropriate crew office of that decision within 48 hours?

A-2: Yes.

Q-3: How is an employee covered by this Article handled who fails to exercise seniority placement within 48 hours?

A-3: Such employee is assigned to the applicable extra board, seniority permitting, pursuant to Section 1(b) and subsequently governed by existing rules and/or practices.

Q-4: How long a period of time does an employee have to exercise displacement rights outside the boundaries specified in Section 1(a)?

A-4: The rules governing exercise of displacement rights as currently contained in existing agreements continue to apply in this situation.

Q-5: What happens if the employee notifies the Carrier that it is the employee's intent to displace outside of the 30 mile limit, then, after 72 hours, the employee is no longer able to hold that assignment?

A-5: A new 48-hour period begins.

Q-6: Is it intended that employees who fail to displace within 48 hours be assigned to an extra list where local or system agreements prohibit such assignment due to extra board restrictions and or seniority consideration?

A-6: See Section 1(c) of Article X.

Q-7: Is it the intent of Article X to impose discipline on employees who fail to exercise seniority within 48 hours?

A-7: No, Section 1(b) provides that in these circumstances the employee will be assigned to the applicable extra board, seniority permitting. The employee will then be subject to existing rules and practices governing service on such extra board.

Q-8: Is this rule intended to expand upon the displacement rights of an individual so as to create situations not currently provided for in existing agreements and practices?

A-8: No.

Q-9: If an employee notifies the Carrier of their intent to displace beyond the 30 mile limit, can such employee notify the Carrier subsequent to the expiration of the 48 hour period of their desire to displace within the 30 miles?

A-9: No.

Q-10: How is the 30 miles limit to be measured --rail or highway?

A-10: Highway.

Q-11: When does the 48 hour time period within which the employee must exercise displacement rights begin?

A-11: When properly notified under existing rules governing this situation.

ASSIGNMENTS - WHEN EFFECTIVE

~~4. When does an assignment become effective?~~

~~ANSWER:~~

~~An engineer bidding in an assignment must accept the assignment and will not be permitted to exercise his seniority on five or ten day vacancies until after performing service on the job to which assigned.~~

PENALTIES FOR EXTRA ENGINEERS - OUTSIDE JOBS

~~5. What penalty will be exacted from an extra man laying off to avoid assignment at an outside point?~~

~~ANSWER:~~

~~If an extra engineer lays off forty eight hours or more preceding the time his turn is called to deadhead to an outside job, he will be considered as laying off regularly and not penalized; but, if laying off within forty eight (48) hours of the time his turn would have caught this job, he will be required to go to the outside job and will not be allowed to work any other assignment until eight (8) hours after the man that worked the job is relieved. This rule is to be complied with, regardless of his standing on the board at the time he lays off if his turn would have had to protect the assignment. (Revised 3-26-~~

~~65~~

SUPERCEDED BY GUARANTEED EXTRA BOARD RULE

RELIEF ON OUTSIDE JOBS

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6. If an extra man is deadheaded to a job at an outlying point and the job is a five-day assignment, he will be released from this assignment at expiration of five (5) days; if a six-day assignment will be released at the expiration of six (6) days, and if a seven-day assignment will be released at expiration of seven (7) days, at the option of the extra engineer and if extra engineer desires to remain he

~~will remain for another 5, 6 or 7 days, unless displaced by regular assigned man or a senior man under the five or 10 Day Rule as provided in Labor Bulletin #35.~~

SUPERCEDED BY UP-MKT MERGER AGREEMENT DISCONTINUING OLD HEAD RULE ON SOUTHER REGION

If for any cause he lays off, he will be required to return to the job when he reports for work if not displaced or the time limit outlined herein has expired.

Deadhead rules now in effect not to be changed.

TEN-DAY VACANCIES

~~7. When a run has been vacant five (5) days and has been taken by an engineer under the five or 10 Day Rule who later bids in a regular assignment, must the run be vacant another five or ten days before an engineer may take it under the same 5 Day Rule?~~

~~ANSWER: No. After the job has been vacant five (5) or ten (10) days, it is subject to the 5 Day Rule until filled by regular assigned man either by bid or by exercising of seniority.~~

~~t is further understood that an engineer requesting a five (5) or ten (10) day vacancy must perform service on the assignment before being permitted to exercise his right to other vacancies.~~

SUPERCEDED BY UP-MKT MERGER AGREEMENT DISCONTINUING OLD HEAD RULE ON SOUTHER REGION

LOCAL CHAIRMEN AND FINANCIAL SECRETARIES - OUTSIDE JOBS

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8. The Local Chairman and Financial Secretary of the BLE when assigned to the engineers' extra board will not be required to accept a call to an outside assignment but will retain their place on the board, and the next out engineer will be called; this not to include work trains working less than three (3) days.

The foregoing will not apply in event there is not a rested man available on the extra board to accept the call. Neither will it be applicable except when agreed to in writing between the Superintendent and the Local Chairman.

In event it is necessary under the foregoing for either the Local Chairman or Financial Secretary to accept a call to an outlying point, he may by agreement between the Superintendent and the Local Chairman of the Engineers be relieved on request by another extra-board engineer who may become available without any additional deadhead expense to the Carrier. (Revised 6-15-61)

DEADHEADING - TWO OR MORE MEN

9. When necessary to deadhead two or more extra engineers or demoted engineers, the engineer first entitled to call will be the first to complete the deadhead if not deadheading to the same point.

DISPLACEMENT RIGHTS - RETURNING TO SERVICE

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10. When an engineer has been out of service for any cause, he may, on his return, have the right to exercise his seniority on any run or job that has been posted during his absence.

REPORTING FOR DUTY - OUTSIDE POINTS

11. An engineer exercising his seniority on a job at an outside point is displaced by a senior engineer who is entitled to a bump.

Who is entitled to deadhead pay:

ANSWER: An engineer deadheading to an outside point in order to exercise his seniority is not entitled to deadhead pay. However, after performing service on this assignment and being displaced by a senior engineer, he is entitled to deadhead pay from that point to the home terminal. ~~This not to apply to 10 day vacancies.~~

A regular assigned man at an outside point reporting for duty after laying off will be required to notify the extra man he is reporting for duty not less than eight (8) hours before the time to report for the assignment.

**DEADHEAD MILES -
WHEN ADJUSTING MILES**

12. Will miles made by crews deadheading over interdivisional territory be counted when checking miles for the purpose of pro rating total miles made by both seniority districts?

ANSWER: It is agreed that these miles will be counted when pro rating and adjusting miles as between the two divisions.

**ENGINEERS RESTRICTED -
DISPLACEMENT RIGHTS**

13. May an engineer who has been disqualified by the Carrier in certain classes of service account of illness, injury or restrictions by the Carrier, be permitted to exercise his seniority?

ANSWER: Yes. An engineer who has been disqualified for certain classes of service account of illness, injury, physical condition or restricted by the Company, may be permitted to hold any run or job that the Carrier will permit him to hold in line with his seniority.

DETOUR MILES - WHEN ADJUSTING MILES

14. Will detour miles be counted in pro rating miles as between two divisions?

ANSWER: In the event of a wreck, wash out, slide, bridge destroy, flood or other similar emergency, and engineers are detoured with their own engines and trains, either with or without a pilot, over all or part of a seniority district where they hold no seniority, such detoured miles will not be counted as pro rate miles for the duration of the emergency.

**RUIINING PRO RATE MILES DUE -
TERRITORY**

15. May pro rate miles be repaid on territory other than the territory in which they were accumulated?

ANSWER: When runs extend over a part of two or more seniority districts and mileage is equalized on a pro rate basis, such mileage will be repaid upon the same territory where it is made, as far as possible and practicable.

EXCEEDING MILEAGE

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17. What will be the procedure to be followed in the event engineer exceeds the maximum mileage prescribed in Article BLE Agreement?

ANSWER:

If an engineer exceeds the maximum mileage in any one calendar month, the excess will be charged to his mileage in the following calendar month. (This not to apply to men who are required to exceed their maximum mileage due to a shortage of engineers.)

VACATIONS - WORKING BACK TO HOME TERMINAL

18. May an engineer who works the last day, preceding his vacation period, out of his home terminal, work back into terminal?

ANSWER: Yes, and the starting date of his vacation will be changed accordingly.

VACATION MILES

19. How will vacation mileage be counted when applying mileage regulations as per Article 40 - 16 BLE Agreement?

ANSWER:

It is agreed that in the application of Article 40 - 16, 600 miles will be applied to the individual engineer in computing his miles in any one calendar month for each week of vacation.

EXTRA ENGINEERS REPORTING AFTER LAYING OFF

20. How long will an extra engineer be required to be off when laying off in the regular manner?

ANSWER: An extra engineer laying off shall not be permitted to report for duty until after the expiration of twelve (12) hours. (Revised 3-26-65)

NATIONAL AGREEMENT

May 13, 1971

ARTICLE V - Road/Yard Movements

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1. A road freight engine crew may be required to perform the following work in connection with its own train at points where yard crews or hostlers are employed:

- (a) After picking up train and commencing outbound trip, may make an additional pick up of cars within the limits of its initial terminal.
- (b) Set out cars at one location within the limits of its final terminal in addition to the final yarding of its train.
- (c) Make one pick up and/or set out at each intermediate point between the limits of the crew's initial and final terminals.
- (d) All movements referred to in paragraphs (a), (b) and (c) above, including picking up train to commence out-bound trip at initial terminal and final yarding of train at final terminal shall be confined to straight pick ups and set outs not involving the handling of cars not in its train or to be placed in its train, and the minimum number of tracks will be used provided that the carrier shall have the right to select the tracks used, and provided further that where it is necessary to use more than one such track to hold the cars it is not required that any track be filled to capacity.

Note: For purposes of this rule, the crew's initial and final terminal shall be the recognized terminals established by agreement or practice, and locations shall be those embraced within the confines of the established and recognized switching limits of such terminals.

- (e) Set out defective or bad order cars in its own train.
- (f) Handle engine and caboose in connection with its own train as follows:

Initial Terminal: Take charge of its engine (units) to be used in its train at the engine house or ready track and handle the engine (units) (including all units connected to the operating unit or units) to the departure track; handle its caboose car and connect it to its own train, except that the crew will not be required to switch out its caboose from the caboose or lay-up track.

Final Terminal: Handle a caboose car of its own train to the caboose or lay-up track and/or couple its own caboose to another outbound train; deliver all units connected to the operating unit or units to the engine house facilities or lay-of track.

Note: The foregoing provisions of this subsection (f) shall not be construed to change existing rules covering the preparation or laying up of locomotives.

- (g) Exchange engine and caboose of its own train.

2. Work that may be required of a road freight engine crew under paragraph 1 above, may include the performance of interchange movements as specifically set forth below:

- (a) Receive its over-the-road train from a connecting carrier or deliver its over-the-road train to a connecting carrier with or without the motive

power and/or cabooses, provided such train is a solid train and moves from one carrier to another intact, and further provided, that such movements are confined to tracks on which the carrier now has the right to operate with road, yard or transfer engine crews. The acceptance of a solid train from a connecting carrier shall be considered a pick up, either the original pick up to commence outbound trip or the additional rick up, as provided for under paragraph 1 (a) of this Article V. A road freight engine crew performing interchange movements may only deliver its over-the-road train to the connecting carrier, and shall not be required to make any set outs at its final terminal.

Note: This provision does not preclude the carrier from making such interchange movements over tracks of another carrier on which it may acquire rights to operate in the future, nor does it preclude the employees from opposing the granting of such rights.

- (b) When a road freight engine crew engaged in a solid train movement referred to in (a) above is not required to receive its motive power at its on-duty point, or deliver same to its off-duty point, the carrier shall authorize and provide suitable transportation for the engine crew from its on, or to its off-duty point.

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

- (c) Crews engaged in solid train movements referred to in paragraph (a) above will not have their on or off-duty points changed by reason of such movements, except by agreement.

3. Except as may be provided for in this Article V, road engine crews will not be required to perform work on tracks of another carrier where road and/or yard crews do not now have the right to do so.

Note: This provision does not preclude the carrier from acquiring the right to perform work on the connecting railroad with road and/or yard crews, nor does it preclude the employees from opposing the granting of such rights.

4. When work is performed by a road freight engine crew, as provided in paragraph 1 and 2 above, such work shall be considered as part of its road trip, and additional compensation for such work shall not be paid under either road, yard or hostling rules or regulations. Provided further, however, that rules or regulations which now provide for payment to road crews for performing work in excess of, or other than that enumerated herein, will not be affected by the provisions of this Article V.

Note: Rules or regulations not affected include, but are not limited to, initial and final terminal delay rules and conversion rules.

5. When a road crew performs work as provided herein, neither yard engine crews nor hostlers shall be entitled to any penalty pay or other compensation. There will be no change in work permitted or in the compensation paid to combination assignments, such as mine runs, tabulated assignments etc.

6. The foregoing provisions of this Article are not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement.

7. Every employee deprived of employment as the direct or indirect application of the foregoing provisions shall be entitled to the schedule of allowances set forth in section 7 (a) of the Washington Agreement of May 21, 1936, except that the 60% of the average monthly compensation will be changed to 100% (less earnings in outside employment) and be extended to provide periods of payment equivalent to length of service not to exceed 5 years, and to provide further that allowances in Section 7 (a) be increased by subsequent general wage increases.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article.

8. This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

P.E.B. July 19, 1991

ARTICLE VII EXPENSES AWAY FROM HOME

[B](#) [C](#) [D](#) [E](#) [F](#) [H](#) [I](#) [J](#) [L](#) [O](#) [P](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [Y](#)

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Effective November 1, 1991, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended, is increased from \$4.15 to \$5.00. Effective November 1, 1994, such meal allowance shall be increased to \$6.00.

ARTICLE VIII - ROAD/YARD MOVEMENTS

Section 1

(a) Pursuant to the new road/yard provisions contained in the recommendations of Presidential Emergency Board No. 219, as clarified, a road crew may perform in connection with its own train without additional compensation one move in addition to those permitted by previous agreements at each of the (a) initial terminal, (b) intermediate points, and (c) final terminal. Each of the moves — those previously allowed plus the new ones — may be any one of those prescribed by the Presidential Emergency Board; pick-ups, set-outs, getting or leaving the train on multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries.

(b) The switching allowances referred to in Article VIII, Section 1(d) of the May 19, 1986 Award of Arbitration Board No. 458 shall continue with respect to employees whose seniority in engine or train service precedes May 19, 1986 and such allowances are not subject to general or other wage increases.

(c) The crew of an over-the-road solid run-through train may perform one move as prescribed, in addition to delivering and/or receiving their train in interchange.

Section 2. - Protection

(a) Employees adversely affected by the provisions of section 1 of this Article shall receive the protection afforded by Article I (except Section 4) of the New York Dock Protective Conditions (Appendix III, F.D. 28250).

(b) Where employees of terminal companies are affected by the additional relief granted carriers by the provisions of Section 1 of this Article, rosters shall be topped and bottomed on the appropriate roster of each owning line, maintaining prior rights. The carrier and employee representatives shall agree upon a method to top and bottom rosters, as provided above, to protect the seniority interests of affected terminal company employees.

ARTICLE IX - SPECIAL RELIEF. CUSTOMER SERVICE - YARD CREWS

B C D E F H I J L O P R S T U V W Y

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(a) When an individual carrier can show a bona fide need to obtain or retain a customer by servicing that shipper outside of the existing work rules related to starting times and yard limits for yard crews, such service may be instituted on an experimental basis for a six-month period.

(b) Prior to implementing such service, the carrier will extend at least 14 days' advance written notice to the General Chairman of the employees involved. The notice will include an explanation of the bona fide need to provide the service, a description of the service, and a listing of the work rules related to starting times and yard limits for yard crews which are at variance with existing agreements.

(c) A Joint Committee, comprised of an equal number of carrier representatives and organization representatives, shall be constituted to determine whether a bona fide need exists to provide the service. If the Joint Committee has not made its determination by the end of the 14 day advance notice period referenced in Paragraph (b), it shall be deemed to be deadlocked, and the service will be allowed on an experimental basis for a six-month period. If, after the six months have expired, the organization members of the Joint Committee continue to object, the matter shall be referred to arbitration.

(d) If the parties are unable to agree upon an arbitration within seven days of the date of the request for arbitration, either party may request the National Mediation Board to appoint an arbitrator. The fees and expenses of the arbitrator will be shared equally by the parties.

(e) The determination of the arbitrator shall be limited to whether the carrier has shown a bona fide need to provide the service requested or can provide the service without a special exception to the existing work rules related to starting times and yard limits for yard crews being made at a comparable cost to the carrier.

Nothing in this Article is intended to restrict any of the existing rights of a carrier.

This Article shall become effective November 17, 1991 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

USE OF RADIO/TELEPHONES

ON LOCOMOTIVES

Article VI, May 13, 1971 - National Agreement

B C D E F H I J L O P R S T U V W Y

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1. Arbitraries or additional payment for using the radio/telephone shall be eliminated effective June 1, 1971.

2. Where such arbitraries or additional pay were preserved under Article II of the March 10, 1969 Agreement, any rate of pay effected thereby will be adjusted as if such arbitraries or additional pay had not been preserved. This adjustment shall be reflected in such rates of pay prior to the application of the wage increases provided for under Article I of this Agreement.

3. It is recognized that the use of radio/telephones or comparable equipment is part of the engineer's duties. However, his duties and responsibilities shall be pursuant to the operating rules, orders and special or other written instructions of the individual carriers.

It is further agreed that the carrier shall require strict compliance by other carrier personnel or employees involved in the use of radio/telephone equipment, with the operating and safety rules of the individual carrier and any applicable Federal and State regulations.

MILEAGE AGREEMENT

May 22, 1991

File: 2050.40-1
140.80-4

Hr. M. D. Waldemer
General Chairman, BLE
708 South 59th Street
Belleville, IL 62223

Dear Sir:

B C D E F H I J L O P R S T U V W Y

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This has reference to the rate per mile allowed employees who agree to use their own automobiles at the request of the Company.

This is to advise that effective June 1, 1991, the Carrier is agreeable to raising the rate per mile to 27.5 cents. If you concur with the foregoing, please so signify by signing in the space provided, returning the original to me.

Yours truly,

/s/ W. E. NARO
W. E. NARO
Director Labor Relations

WEN / 052291 / b

AGREED:

/s/ MARK D. WALDEMER
M. D. Waldemer

General Chairman, BLE

AGREEMENT
between
MISSOURI PACIFIC RAILROAD COMPANY
(Upper Lines)
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PREVENTION PROGRAM COMPANION AGREEMENT

The Missouri Pacific Railroad Company and the Brotherhood of Locomotive Engineers, jointly recognizing that safety is the paramount concern and, further, that an alcohol and drug-free environment is an essential element in maintaining a safe work place, agree to the following to ensure the utmost compliance with Rule G:

1. An employe who has been dismissed from service as a result of violating Rule G may elect to participate in the Rule C Rehabilitation/Education Program (Rule G R/E Program, or Program,) provided:
 - (a) The employe has had no Rule G offense on his or her record for at least ten (10) years; and
 - (b) The employe has not participated in the Rule G R/E Program for at least ten (10) years; and
 - (c) The incident giving rise to the dismissal did not involve significant rule violations other than Rule G.
2. Participation in the Rule G R/E Program shall continue for a period of 12 months unless the employe elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Counselor.
3. A letter, notifying the employe of the availability of the Rule C R/E Program and containing a request form to be completed by the employe, shall be attached to the Notice of Dismissal.
4. The employe may elect to participate in the Rule C R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within 10 days of receipt of the Notice.
5. The employe must contact the Employee Assistance Counselor within three days of electing to participate in the Rule C R/E Program.
6. After being contacted, the Employee Assistance Counselor shall evaluate the employe to determine whether or not the employe may safely be returned to service and the course of treatment which the employe should follow.
7. If the evaluation indicates that the employe may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired. Following return to service, the employe must follow the course of treatment established by the Counselor during the remainder of the Program.
8. If the evaluation indicates that the employe may not safely be returned to service, he or she shall continue in the status of a dismissed employe until

It is understood that when a removal from service shall take place, transportation will be furnished back to his home terminal.

2. Once an employe has been relieved from service under (1) above, such employe must contact the Company's Social Service Counselor within five days of the removal from service. If the employe contacts the Social Service Counselor and accepts counseling, he will be paid for the full tour of duty or trip lost (one way) as a result of his removal from service.
3. If the employe does comply with the requirements set forth in (2), and the Social Service Counselor determines that the employe is not in need of counseling, the employe shall be returned to service. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in (2).
4. If the employe does comply with the requirements set forth in (2), the Social Service Counselor determines that the employe is in need of counseling, and the employe accepts counseling, the employe shall be immediately returned to service, subject to a favorable recommendation from the Social Service Counselor. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in (2).
5. If the employe does not comply with the requirements set forth in (2) or does not accept counseling as provided in (4), he must lay off and, if so desired, may request a formal investigation. Such request may be made within five days of the day removed from service. If the employe does not request an investigation and is off for more than 15 days, he must request a leave of absence. One 45-day leave of absence will be granted. At the end of this period, if the employe still has not contacted the Social Service Counselor, the provisions of the respective agreements shall apply.

If an employe(s) originated the action as provided in (1), he will not be called as Company witness if the employe asks for a formal investigation.

6. This Agreement shall apply one time only to each employe covered by this Agreement. Thereafter, all regular rules and agreements shall apply.
7. This Agreement is effective March 1, 1984, and may be terminated by either party upon service of five (5) days written notice upon the other party.

Signed at St. Louis, Missouri, this 28th day of February 1984.

FOR THE EMPLOYEES: FOR THE CARRIER:

/s/ A. J. BEAVERS

/s/ O. B. SAYERS

A. J. Beavers o. B. Sayers

General Chairman - BLE Asst. Vice Pres. - Labor Relations 2 00-3 4 3

B C D E F H I J L O P R S T U V W Y

CMS AGREEMENT

March 6, 1984

**C 205-5170
2 05-4 89-15**

Mr. E. E. Watson
Vice President - BLE
3553 Norberg Drive
Florissant, Missouri

Mr. R. W. Windham
General Chairman - BLE
4122 Crescent Drive
63031 St. Louis, Missouri 63129

Gentlemen:

[B](#) [C](#) [D](#) [E](#) [F](#) [H](#) [I](#) [J](#) [L](#) [O](#) [P](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [Y](#)

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This confirms our conferences in St. Louis on January 11, 19, February 3 and March 2, 1984, concerning the Crew Management System and understandings reached in connection therewith as set forth below:

1. Vacancy Procedures:

CMS personnel and Local Chairman or Chairmen on each seniority district will meet for the purpose of reviewing procedures for filling vacancies. These procedures will be incorporated in a manual to be used by CMS crew callers and will conform to existing schedule rules, local agreements, practices and understandings. Thereafter, the parties will promptly confer at the request of either party to discuss appropriate changes in the procedures which may be mutually beneficial.

2. Crew Board Monitors - Printed Crew Board Display:

The Carrier will install an adequate number of display monitors at all locations where crew boards are maintained prior to time that the Crew Management System is put into effect on the Missouri Pacific Railroad (Proper) showing engineers what their standing on the board is and what vacancies exist. (Note: If monitors break down they must be put back in operation without undue delay.)

At points agreed upon by the Local Chairmen and the Superintendent CMS printed display will be substituted for the display monitors, Printed records of the crew boards will be retained as required by applicable regulations or law.

Records concerning the operation of the above-named records will be made available, upon request, to concerned Local and/or General Chairmen.

3. Telephone Service:

The Carrier will pay for telephone calls to employes when they are called to report for duty and for calls placed by employes from within their normal calling area to the crew dispatcher.

The employes may list three telephone numbers where they will receive calls for duty and one of the numbers may be a beeper (paging number).

4. Code-a-Phone (or equivalent) Service:

There will be a phone number or numbers which engineers may call without expense to the Carrier and receive recorded information concerning the status of the crew board and train line-up. If at any location it appears a need exists for additional service, the matter will be investigated and determined by the Local Chairman and the Manager of CMS.

5. Recordings:

Employees will be notified by bulletin that all telephone conversations between crew dispatchers and employees will be recorded and retained by the Carrier for one year.

The recording system will be operated so that once a telephone conversation begins, the entire conversation will be recorded.

Pertinent excerpts from the recording concerning specific conversations will be furnished Local Chairmen upon request when accompanied by the name of the employe, date and approximate time the conversation is said to have taken place. If the recording is furnished on a cassette, it will be returned to the Carrier by the Local Chairman after it has served its purpose.

Not hearing from you immediately to the contrary, we will assume the above correctly sets forth the understandings reached in conference.

Yours truly,
O. B. SAYERS

B C D E F H I J L O P R S T U V W Y
SYSTEM DISCIPLINE AGREEMENT 1996

Attachment (a)

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SYSTEM AGREEMENT DISCIPLINE RULE

1. All existing agreements pertaining to the handing of discipline are eliminated and replaced by this agreement.

GENERAL

2. Locomotive engineers will not be disciplined without first being given a fair and impartial investigation except as provided below. They may, however, be held out of service pending investigation, but it is not intended that an engineer be held out of service for minor offenses.

NOTICE

3. Within 10 days of the time the appropriate company officer knew or should have known of an alleged offense, the engineer will be given written notice of the specific charges against him or her. The notice will state the time and place of the investigation and will be furnished sufficiently in advance to allow the engineer the opportunity to arrange for representation by a BLE representative(s) (the BLE Local Chairman or other elected BLE Officers) and witnesses. The notice will propose discipline to be assessed if investigation is waived and designate a carrier officer who may be contacted for the purpose of arranging for an informal conference on the matter. A copy of the notice will be furnished to the BLE Local Chairman.

WAIVER

4. Prior to the investigation, the engineer (and the BLE representative if desired by the engineer) may contact the designated carrier officer and arrange for an informal conference to discuss the alleged offense and proposed discipline. Such informal conference may be either in person or by telephone.

(a) If such informal conference results in the proposed discipline being dropped, no further action will be taken.

(b) If such informal conference results in proposed discipline being accepted by the engineer and the investigation being waived, the engineers record will be updated accordingly.

(c) If such informal conference does not result in either (a) or (b) above or no informal conference takes place, the discipline imposed as a result of a hearing may not exceed that proposed in the notice of charges.

INVESTIGATION

5. Unless postponed for good cause, the investigation will be held no later than 10 days after the date of the notice.

6. When practicable, the investigation will be held at the engineer home terminal. When that is not practicable, the investigation will be held at a location which will minimize the travel, inconvenience and loss of time for all employees involved. When an engineer is required to travel to an investigation at other than his or her home terminal, the engineer will be reimbursed for actual, reasonable and necessary expenses incurred.

7. Where request is made sufficiently in advance and it is practicable, the engineer and/or the BLE representative will be allowed to examine material or exhibits to be presented in evidence prior to the investigation. At the investigation, the engineer and/or the BLE representative will be afforded the opportunity to examine or cross examine all witnesses. Such examination will extend to all matters under investigation.

8. The investigation will be recorded and transcribed. Copies of transcript will be furnished to the engineer and the BLE Local Chairman no later than the date discipline is issued. If the accuracy of the transcript is questioned and the investigation was electronically recorded, the tapes shall be examined and, if necessary, the transcript will be corrected.

DECISION

9. A written decision will be issued no later than 10 days after completion of the hearing. The notice will be sent by US Mail to the last known address of the engineer and to the BLE Local Chairman.

10. If the Superintendent fails to issue a decision within such 10 day time limit or if the engineer is found not at fault, the engineer will be paid for any time lost and the engineer record will be cleared of the discipline at issue.

APPEALS

11. If the engineer is not satisfied with the decision, the BLE General Chairman may appeal to the designated Labor Relations officer within 60 days from the date of the Superintendent's decision.

12. The Labor Relations officer will respond to the appeal within 60 days from the date of the BLE General Chairman's appeal. If the Labor Relations officer fails to respond within 60 days the engineer will be paid for any time lost and the engineer record will be cleared of the discipline at issue.

13. If the engineer is dissatisfied with the decision of Labor Relations, proceedings for final disposition of the case under the Railway Labor Act must be instituted by the engineer or his or her duly authorized representative within one year of the date of that decision or the case will be considered closed and the discipline will stand as issued, unless the time limit is extended by mutual agreement.

MISC E LLAN EO US

14. If a dispute arises concerning the timeliness of a notice or decision the postmark on the envelope containing such document shall be deemed to be the date of such notice or decision.

15. Engineers attending an investigation as witnesses at the direction of the carrier will be compensated for all time lost and, in addition will be reimbursed for actual, reasonable and necessary expenses incurred. When no time is lost witnesses will be paid for actual time attending the investigation with a minimum of two hours, to be paid at the rate of the last service performed.

16. The engineer being investigated or the BLE representative may request the Carrier to direct a witness to attend an investigation, provided sufficient advance notice is given as well as a description of the testimony the witness would be

expected to provide. If the Carrier declines to call the witness and the witness attends at the request of the engineer or BLE and provides relevant testimony which would not otherwise have been in the record the carrier will compensate the witness as if it had directed the witness to attend.

17. If, by operation of this agreement or as the result of an arbitration decision the Carrier is required to pay an engineer who has been disciplined for time lost", the amount due shall be based on the average daily earnings of the engineer for the 12 month period (beginning with the first full month) prior to removal from service. The sum of the claimants earnings during such period shall be divided by 365 to arrive at the average daily earnings to be applied in determining the amount of lost wages based on the number of days of discipline.

NOTE, Section 1: This agreement is not intended to modify or replace By or Companion" Agreements.

This agreement is not intended to modify or replace Carrier policies pertaining to discipline; except that to the extent this agreement may conflict with a Carrier policy, this agreement shall govern.

NOTE, Section 17: The twelve (12) month period utilized in determining the employees average daily earnings will not include any month(s) in which the employee experienced unusually low earnings due to circumstances beyond his/her control, such as personal injury documented major illness, of the employee or a family member, etc. It is not the intent of this NOTE, however, to exclude those months in which the employee lays off on his/her own accord. It is intended the twelve (12) month period utilized will reflect the engineer's normal work habits and h

Example: An engineer was dismissed in October for an alleged rules violation. Pursuant to an arbitration award, the engineer is reinstated and awarded time lost (back pay). Six months prior to his/her dismissal, said engineer was off (medical leave) for two (2) months (March and April) due to a documented major illness, such as a heart attack.

Calculation of the employee's average daily earnings for the preceding twelve (12) months will commence with September and will incorporate the prior fourteen (14) months, including September (March and April are excluded due to the employee having no earnings in those months due to the medical condition).

B C D E F H I J L O P R S T U V W Y

Attachment (c)

SYSTEM AGREEMENT INSTRUCTOR ENGINEERS

The Carrier may utilize locomotive engineers to provide on training to student engineers. Such training will be delivered by locomotive engineers designated as instructor Engineers" during their working trips, subject to the following:

Instructor Selection/Retention

1. The Carrier will determine the number of Instructor Engineers needed in a particular territory.
2. The availability of that number of Instructor Engineer designations will be advertised.
3. The appropriate Carrier officer and the BLE Local Chairman will review the applications and select the successful applicants. In order to ensure that the most qualified applicants are selected, consideration should be given to the following factors:

Skill as a locomotive engineer,

Communication skills.

Safety/discipline record.

Experience as a locomotive engineer.

Seniority.

As the purpose is to select the most qualified applicants, the parties must display the utmost objectivity and fairness in making their selections.

In the unlikely event that the Carrier Officer and Local Chairman are unable to agree on selection, the selection will be made by the Carrier officer.

4. The Carrier will develop and utilize a feedback mechanism which will allow student engineers to evaluate Instructor Engineers. The appropriate Carrier Officer and BLE Local Chairman will periodically review the evaluations for the purpose of identifying performance deficiencies.

5. Where appropriate, the Carrier officer should consult with the Instructor Engineer and the BLE Local Chairman in an attempt to correct any performance deficiencies prior to removal. The Carrier may remove a particular locomotive engineer from the list of designated Instructor Engineers.

6. Instructor Engineers may voluntarily relinquish their designation as such. in conditions

1. Instructor Engineers will be responsible for the proper supervision of student engineers during their on-the training.

2. Instructor Engineers will permit student engineers to operate the locomotive and perform other functions of an engineer.

3 (a). The Instructor Engineer will not be held responsible for broken knuckles, damaged drawbars or rough handling or missed platforms when the locomotive is operated by the student engineer.

(b). Instructor Engineers will not be held responsible for rule violation(s) committed by the student engineer so long as the Instructor took every reasonable precaution to prevent the rule violation(s) and alleged negligence on the part of the Instructor Engineer neither caused nor directly contributed to the rule violation(s),

4. The Instructor Engineer will complete any required report regarding the performance of the student engineer.

Compensation

1. Instructor Engineers will receive one of the following allowances, in addition to all other earnings, for each tour of duty with a student engineer or with an engineer taking a recertification trip required by the ERA to maintain his or her locomotive engineer license:

Yard Service: \$14.00

Road Service (including local and road switcher): \$28.00

Note: The foregoing allowances are "frozen" (i.e. not subject to future wage increases).

Revised 12/06/95

2. The presence of a student engineer will not affect the Instructor Engineer's rate of pay when operating without a fireman.

Qualifications

1. The Carrier may establish special qualifications for Instructor Engineers such as additional training courses designed to enhance their abilities as locomotive engineer and/or instructor.

2. Locomotive engineers will be given a reasonable time following selection as an instructor Engineer to complete any such special qualifications.

Q f the need arises for a student engineer or an engineer recertifying to ride and an instructor is not available may another engineer be used?

0-2: What will the non-instructor engineer be paid?

A The same as an instructor engineer under the compensation provision of th agreement.

INSTRUCTOR ENGINEERS

The parties recognize that it is the intent of this agreement to provide sufficient engineer instructors to meet the needs of the service. This benefits currently working engineers because it assists in providing additional manpower to meet the needs of new business and the normal attrition of current engineers. The interruption of training due to an insufficient number of trainer applicants or the voluntary relinquishment of trainer positions could adversely affect the training of student engineers and result in current engineers working additional assignments.

Therefore, if a sufficient number of applicants are not received in a given area or voluntary relinquishment of trainer assignments causes an insufficient number of trainers to meet the needs of the service, then the Carrier may revert to the former method of assigning students to engineers in that area and the pay provisions that existed previously shall also apply.

B C D E F H I J L O P R S T U V W Y

Attachment (d)

SYSTEM AGREEMENT PEER TRAINING

The parties recognize that several factors including ERA licensing, new technology, rules exams, fuelconservation, etc have created a need for more expanded training programs. Due to the ebb and flow of training opportunities and the benefits that arise from the use of peer training, the parties agree that the Carrier may supplement its training program with peer trainers as follows:

The Carrier may develop a pool of peer trainers in two classifications called (1) classroom peer trainers and (2) field peer trainers. An employee may be qualified as both a classroom and field peer trainer.

2. The Carrier may post notices for a seven (7) day period advertising a specific number of classroom and/or field peer trainer positions. It is anticipated that the positions will be established at major home terminals but the parties recognize that trainers may be sent to smaller terminals to assist in training. Trainers may also travel to other major home terminals to train new trainers. The positions will be for a one period and then rebulletined,

NOTE 1: Peer trainers who are working as such at the end of the one year period will finish their assignment but will not begin a new peer training assignment unless selected for a new one period.

NOTE 2: At terminals where more than one seniority district works, i.e. Salt Lake City, it is not necessary to have trainers from each seniority district. A trainer may train engineers from multiple seniority districts.

NOTE 3: Engineers holding seniority at a given location will be used as trainers unless business levels are such that it would create a shortage or continue a shortage of engineers at that location. In these instances, trainers from an area of surplus may be used. In Notes 2 and 3, field rides will only be given after a peer trainer is familiar with the territory.

3. (a) The Local Chairmen will collect the applications and review them with the designated Carrier Officer, If the list of applicants is equal to or greater than twice the number of positions posted, the two parties will then eliminate one name each on an alternating basis (Local Chairmen first) until the number remaining equal the number of trainer positions posted.

(b) if the number of appl is less than twice the number, the Local Chairman and Carrier Officer may accept the list as is to make their selections or they may add to the list (Carrier Officer first) until twice the number of engineers are on the list. The parties will then finalize the list per (a) above.

(c) The engineers selected will be designated as Trainers subject to the terms and conditions of this agreement.

NOTE 1: The non of an engineer as a trainer does not reflect on the ability of an engineer to handle a train but recognizes that trainer skills are different skills.

NOTE 2: Should the Local Chairmen not produce a list of applicants and/or proposed trainers, then the General Chairman will do so in a timely manner.

4. (a) Peer trainers may be used for any training needs for engineers or the public such as but not limited to:

- (1) Rules exams.
 - (2) Check rides - pre-certification, familiarization and others.
 - (3) Red Block.
 - (4) Operation Life Saver.
 - (5) New equipment including distributive power.
 - (6) Simulator.
 - (7) Pilot service - terminal and road familiarization in connection with mergers, trackage rights, new ID runs, etc.
- (b) Classroom peer trainers will be primarily used in classroom settings, including rules exams, Red Block, Operation Life Saver, etc.
- (c) Field peer trainers will be primarily used in the field including check rides, hostler training, new equipment, simulators, pilot service, etc.
- (d) Employees designated as both classroom and field peer trainers may be used in either capacity. The two classifications of trainers are meant as guidelines and it is recognized that work in each area will overlap and claims will not be filed because of any overlap.

2

5. The Carrier may require additional training for peer trainers designed to enhance their ability to perform peer training duties. When sent to another location for additional training or to train others, they will be reimbursed for actual travel expenses as arranged by the Carrier. Employees who receive permission to drive their own automobile will be reimbursed at the then current mileage rate. Employees must turn in expense account forms showing actual travel and meal expenses and receipts where required by Carrier policy.

6. When a training need arises, the Carrier will select a peer trainer(s) from the pool of trainers and assign the trainer(s) to the assignment. If the assignment is anticipated to be 30 days or less, the vacancy, caused by the trainer leaving their regular assignment, will be treated as a temporary vacancy under existing rules. If it is anticipated that the vacancy will be for 31 days or longer, then as a permanent vacancy under existing rules.

7. Peer trainers shall be paid as follows:

(a) Trainers who work in a classroom or simulator setting shall be paid \$230 per day.

(b) Trainers who work in the field (on moving locomotive units) will be paid the greater of \$230 per day or one hundred fifteen (115) percent of their prior years' earnings used to determine their 1/52 vacation pay. The percentage amount shall be divided by 365 and a daily rate shall be established.

(c) The rate (\$230 or 115%) shall be paid for each day the trainer is withheld from their regular assignment due to their training assignment. The payment, either the percentage amount or the minimum amount shall be for all services rendered and no other payment, overtime or arbitrary of any kind shall be paid.

Example 1: The trainer, working in pool freight service, is notified to teach rules exams the following week beginning on Monday. If his/her pool turn normally would arrive back in town no later than Saturday at 11:59 p.m., he/she will work the turn and begin training Monday through Friday and be paid five days at \$230 per day. If his/her pool turn leaves on Friday (the last day of training) and returns on Saturday, then he/she will receive another day's pay for Saturday. If the original pool turn does not leave until the Saturday before the training begins, the trainer will be paid two additional days at \$230 for the Saturday/Sunday missed days of the regular turn.

Example 2: The rate using the percentage factor is \$265 per day. A trainer is used to work with an engineer on distributed power between two terminals. The trainer is used on Monday to the far terminal and Tuesday back, the same days his regular assignment worked. The trainer is paid \$265 per day.

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(d) Any engineer working as a trainer who be treated as occupying the highest rated position available for purposes of computing any applicable protection.

(e) It is understood that all time spent serving in any program addressed by this Agreement is considered the same as marked up and available for guarantee purposes. Such time will also be considered as compensated service for the purpose of calculating vacation qualification and vacation earnings.

B C D E F H I J L O P R S T U V W Y

Attachment (e)

SYSTEM AGREEMENT WEIGHT ON DRIVERS

The minimum weight in through freight service will be 1,200,000 lbs. (representing three locomotive units). The actual weight of all locomotive units utilized will continue to be determined by the carrier and such weight will apply in instances where the total weight exceeds 1,200,000 lbs.

NOTE: Distributed Power Units (DPU) will be included in the calculation of total weight on drivers under this Agreement.

2. The minimum weight as set forth in Section 1 above applies only for locomotive engineers operating in through freight service.

3. Effective on the effective date of this agreement, the parties agree to establish an Average Weight Committee, to develop and implement a new system that will eliminate the necessity of determining actual unit weights to determine the proper rate of pay. The Committee will be guided by the following concept:

After a joint review involving timekeeping records, the parties will establish the average weight of locomotives utilized on the system in through freight service. Thereafter, in through freight service, this average weight will apply to each unit above three units in a locomotive consist.

B C D E F H I J L O P R S T U V W Y

Attachment (f)

SYSTEM AGREEMENT EXTRA (UNDISTURBED) REST

Engineers may take extra (undisturbed) rest under the following circumstances:

(a) When an engineer's tour of duty (non has been for eight (8) or more hours; or

(b) When an engineer's tours of duty (including deadheads) in the previous five (5) consecutive calendar days have resulted in no rest (off period of twelve (12) or more continuous hours.

2. Engineers taking extra (undisturbed) rest pursuant to (a) and (b) above may do so under the following conditions:

(a) If on duty for more than eight (8) hours, but less than twelve (12) hours, an engineer may take eight (8) or ten (10) hours undisturbed rest.

(b) If on duty twelve (12) hours, an engineer may take ten (10) or twelve (12) hours undisturbed rest.

(c) If there was not a twelve (12) or more hour rest period in the previous five (5) consecutive calendar days, an engineer may take eight (8), ten (10) or twelve (12) hours undisturbed rest.

(d) An engineer taking extra (undisturbed) rest must so advise CMS at time of tie

(e) Engineers may not take extra (undisturbed) rest on the day before or the day of a holiday recognized under applicable Agreement provisions.

(f) Engineers taking extra (undisturbed) rest shall not be contacted during such period.

3. Engineers will not be considered as unavailable for guarantee purposes for the first extra rest taken in each pay period, Engineers taking extra (undisturbed) rest will be considered unavailable for the second and successive extra (undisturbed) rest occurrences in each pay period if they would have been called had they not taken the extra (undisturbed) rest. In each such instance(s) the guarantee reduction for an extra board engineer will be one (1) guarantee day, and for a guaranteed pool engineer, one (1) round trip.

NOTE: The purpose of this Rule is to provide engineers with the opportunity to obtain, when needed, rest so as to ensure they can safely perform their duties. This rule is not intended to be a mechanism to allow engineers to only work certain shifts, avoid calls, or lay off. It is likewise not intended undisturbed rest be taken after every thp. The parties recognize the merit of this rule and will jointly work to eliminate any abuse of this rule.

Q Will a regular assigned engineer on a yard relief assignment be allowed to take extra (undisturbed) rest when such extra rest would result in the engineer not working his/her next assignment?

A-I No. It is not the intent of this rule to use extra (undisturbed) rest to avoid a regular assignment.

0-2. May an engineer take extra (undisturbed) rest under 1(b) if his/her last trip in the five (5) day period was a deadhead?

A Yes. The intent of the rule is to provide an opportunity for extra rest when both work and deadhead have resulted in no rest period(s) of twelve (12) or more hours in the previous five (5) calendar days.

0-3. Is an engineer removed from the extra board or pool when he/she takes extra rest at the home terminal?

A No. An engineer will hold his/her turn on the board or in the pool. If the pool engineer turn goes out while the engineer is on extra rest they will wait for their turn to return to the home terminal. If extra board engineer will continue to move up the board and if not rested when first out will remain first out.

0-4. What happens if an engineer takes undisturbed rest at the away-from-home terminal?

A. if the engineer is first-out and not rested for a call, the engineer will remain first-out until rested.

Q-5. Must the Carrier hold a train for an employee requesting extra rest?

A-S. No.

B C D E F H I J L O P R S T U V W Y

Attachment (g)

SYSTEM AGREEMENT WITHOUT FIREMAN PAYMENT

Pay rules providing for additional pay when working without a fireman and that pay's relationship to working with a reduced train crew are amended as follows:

- 1. Union Pacific Eastern District and Western Region (South Central, Western Pacific, Idaho and Oregon shall have the \$6.00 payment rolled into the basic rate.
- 2. Union Pacific Upper Lines, Chicago and Eastern Illinois and Southern Region shall have the \$4.00 payment increased to \$6.00 and rolled into the basic rate.
- 3. The respective six (6) cents and four (4) cents per over mile payment shall continue as previously handled.
- 4. The \$6.00 and \$4.00 payments and/or reduced crew equalization payments are eliminated.

NOTE 1: The Union Pacific - CNW area will have no adjustment made as the payments were previously rolled in.

NOTE 2: This does not affect the payment of \$15 and 15 cents per overmile or the payment of \$2.75 and 45 minutes.

B C D E F H I J L O P R S T U V W Y

Attachment (h)

SYSTEM AGREEMENT COMPENSATION DELIVERY

On and after January 1 1997, employees covered by this agreement will receive pay by one of the following means:

- a. paycheck delivered by US. Mail; or,
- b. pay transferred electronically to the employees financial account (hereinafter direct deposit

Unless an employee requests direct deposit, the employee paycheck will be delivered by US. Mail.

2. In recognition of the importance of this change to employees covered by this agreement, the parties agree to the following implementation procedure:

- a. On or before September 1, 1996, all employees will be mailed an explanation of the new process for delivery of pay. The mailing will also contain an explanation of how to request the direct deposit option.
- b. Every effort will be made to ensure that Carrier records reflect correct mailing addresses for employees.

Every effort will be made to quickly resolve any errors in delivery of pay, whether by US. Mail or direct deposit.

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B C D E F H I J L O P R S T U V W Y

Agreed to Questions and Answers

to

UP/BLE Local Agreements June 1, 1996

Attachment (a) DISCIPLINE RULE

Q. Under Section 11., if the General Chairman does not appeal a case to Labor Relations within 60 days, has that case expired under the time limits?

A. Yes, unless the parties have agreed to an extension of the time limit.

Q. May either party request that a discipline case be discussed in conference between the General Chairman and the Labor Relations Officer?

A. Yes. If such a conference is requested, it will be held during the one-year period set forth in Section 13 of the Agreement but will not extend such one-year period.

Attachment (b) CLAIM HANDLING PROCESS

Q. Under Section 2., are local arrangements which provide for, starting the time limits from the end of the half in which the claim is filed still in effect?

A. Yes, agreements in effect which designate when the 60 days begin are not changed by this section.

Q. Is it consistent with the provisions of Section 2 for Timekeeping to provide an employee with a written denial for a claim that was filed on his/her behalf (for example, by a Local Chairman)?

A. Yes, Section 2., provides the Carrier will notify in writing either "the employee or his representative" of the reason(s) for disallowance of the claim.

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Q. Is the intent under Section 5 to conference claims within 180 days of the Carrier rejection of appeal?

A. Yes, with the understanding that under Note 1: time limits may be extended by mutual agreement, with the commitment the parties will cooperate to comply with this provision and keep claims current but to do so in the most cost effective manner possible.

III. Attachment (c) INSTRUCTOR ENGINEERS

Q. Do previously existing agreements that provided for instructor engineer pay remain in effect?

A. No.

Q. Under Q Section 1., will instructor engineer allowances be used as an offset against extra board or pool freight guarantee payments?

A. Instructor engineer allowances will not be used as an offset against any extra board or pool freight guarantee payments.

IV. Attachment (d) PEER TRA

Q. Under Section 4., can a peer trainer be used to conduct or assist in conducting efficiency tests?

A. No.

Q. Will peer trainers be required to testify in disciplinary hearings regarding training given to a locomotive engineer who is charged with a rule violation?

A. If a peer trainer is present or directly involved in a situation resulting in a disciplinary hearing, the trainer may be required to testify, but will be required to testify regarding training given to another engineer if not involved in or present when the alleged rule violation occurred.

Q. What process should be used when there is a need to reduce the number of full time peer trainers?

A. First, the group working as peer trainers should be canvassed for volunteers who wish to return to the ranks of locomotive engineer. If there are insufficient volunteers, further reduction should be made in reverse seniority order.

V. Attachment (f) EXTRA (UNDISTURBED) REST

Q. Under Section 2., must engineers meet the requirements of both 1(a) and 1(b) to be eligible to take extra rest?

A. No, engineers may request extra rest if they meet the requirements of either 1(a) or 1(b).

The above listed questions and answers are agreed to between the parties and immediately become effective.

B C D E F H I J L O P R S T U V W Y