

PLEASE READ THE FOLLOWING IMPORTANT INFORMATION!

**This is NOT the official version of the Agreement
between the
Union Pacific Railroad
and the
Brotherhood Of Locomotive Engineers**

This document has been created primarily to both update and compile the BLE Collective Bargaining Agreement (CBA) of the Union Pacific Southern Region into a readable, current version that reflects the many changes that have occurred since its last printing in 1991.

Every attempt has been made to reconstruct and/or insert the language as accurately as possible but the intent of this exercise is to provide an easier-to-read, easier-to-navigate version of an agreement that is anything but that. Such an ambitious project demands a great deal of editing and careful attention to the dramatic changes that have occurred in the industry over the last two decades.

If one understands that much of the "gray book" consists of agreements that date back into the 1940's it seems a large assignment. But if you also consider that, since it was last edited, there have been two national agreements (a third coming), a System Agreement and four UP/SP Merger hub agreements within our jurisdiction you can perhaps appreciate more of the magnitude of the task. That still does not take into consideration the many significant arbitration awards that have either changed or rendered moot some parts.

It is important to understand that the fundamental goal here is to help our BLE Brothers and Sisters better understand their agreement. It is not meant to either misconstrue or manipulate the agreement more favorably in one direction or another. You must recognize that our agreement is just that, An Agreement. It exists between the parties and any changes, regardless of how sensible or easier to understand they may be, require the concurrence of both sides before they become official.

We are in the process of meeting with the Carrier to achieve that commonality of thought, but it takes time. In the meantime, we have made some changes in a few places that either simplify, clarify or summarize that part of the agreement. **Any such changes are in green text** and usually preface by a bold, underlined **Reworded** followed by **Old Language** in red text that includes what we are trying to improve. Whether our specific language is ultimately what you will see it is our hope that we can find some common ground where we can alleviate most of the difficult to understand and outdated language that, in some cases, no longer applies.

In addition, there has been a concentrated effort to make the computerized version as easy to negotiate as possible while still supporting a printed copy as well. Therefore the Table of Contents has page numbers in each of the categories, but they are also hyperlinked to the part of the agreement to which they refer for the computer. You will also find many locations that contain hyperlinked text in one part of the agreement that refers to another. Clicking on that link will take you to the location in the agreement to which it refers. Finally, at the end of the document is a Topical Index. Using the index, which is also hyperlinked and paginated, will further aid you in your search for information.

TABLE OF CONTENTS

[Topical Index](#)

Section 1: *Pay Rates and Compensation*

Rate Tables –

Passenger Rates	9
Local Rates	11
Through Freight Rates	12
5-Day Yard Rates	13
6-7 Day Yard Rates	13

Freight Service –

Beginning and Ending of Day	14
Entry Rate Progression - New Hires	14
Freight Service	14
Longview Hub Overmiles	15
Handling Official Specials	16
Rules for Conversion to Local Rate	17
Engineers Handling Light Engines	18
More Than One Class of Service	18
Multiple-Unit Consists	20
Weight on Drivers Rate	20
Without Fireman Payment	20
Work Train Rate	21 & 92

Arbitraries & Allowances –

Duplicate Time Payments	21
Terminal Switching and Hostling	22
Initial Terminal Delay	22
Final Terminal Delay	23
Short Crew Allowance	25
Instructor Engineers	26
HAHT - Held-Away-From-Home-Terminal	28
Runaround Rule (see Section 2, Calling)	70
Tied Up On-Line-Of-Road	30
Guarantee Agreement	30

Expenses Away From Home –

Lodging Provision Requirement	31
Extra Men at Outlying Point	32
Lodging Specifications	32
T&P Lodging Agreement	33
Work Train Service - Lodging	35

<u>Texarkana In Lieu of Lodging Allowance</u>	35
<u>Meal Allowances</u>	36
<u>Eating Agreement (Enroute)</u>	37

Compensated Leave –

<u>Vacation Agreement</u>	38
<u>Vacation Scheduling</u>	48
<u>Vacation Rules</u>	50
<u>Paid Holiday Agreement</u>	50
<u>Personal Leave</u>	55
<u>Peer Training Agreement</u>	56
<u>Attending Court (For the Carrier)</u>	59
<u>Giving Depositions (For the Carrier)</u>	59
<u>Jury Duty</u>	59
<u>Bereavement Leave</u>	60

Payroll Agreements –

<u>Printout Agreement</u>	61
<u>Payroll Deduction</u>	61
<u>Paycheck Delivery</u>	65

**Section 2:
Freight and Yard Service**

Calling, On/Off Duty, Rest –

<u>Calling</u>	66
<u>DFW Hub Call</u>	66
<u>Houston Hub Call</u>	67
<u>San Antonio Hub Call</u>	67
<u>Method for Filling AFHT Vacancies</u>	68
<u>Hostler Vacancies in New Orleans Terminal</u>	68
<u>Rest at Home Terminal</u>	69
<u>On/Off Duty Points</u>	69
<u>Runaround Rule</u>	70
<u>T&P Runaround Penalty</u>	70
<u>DFW Hub Runaround Rule</u>	70
<u>San Antonio Hub Run Around Rule</u>	71
<u>Lost Time Compensation</u>	72
<u>Called and Released</u>	73
<u>Starting Time - Road</u>	73
<u>Bulletining Job in Advance of Establishment</u>	73
<u>Reporting For Duty</u>	75
<u>Board Standings</u>	75
<u>Run Around on Line of Road</u>	75
<u>Turn Around Service vs. Straight Away Runs</u>	75
<u>Terminal Arrival Time Markup</u>	76
<u>Short Turn Around Service at AFHT</u>	76

<u>Away-From-Home Terminal Markup</u>	76
<u>Aggregating AFHT Crews</u>	76
<u>Laying Off or Reporting at Outlying Point</u>	77
<u>Extra (Undisturbed) Rest</u>	78

Equipment/Supplies –

<u>Ice</u>	80
<u>Loss or Breakage of Tools</u>	80
<u>Self-Propelled Machines</u>	80
<u>Handling Radio Equipment</u>	81

Locomotives –

<u>Diesel Engine Understanding</u>	82
<u>Locomotive Standards</u>	83
<u>Locomotive Design, Construction And Maintenance</u>	84

Road Operations –

<u>Road/Yard Movements - Road Crews</u>	86
<u>Incidental Work</u>	89
<u>Local Freight Agreement</u>	90
<u>Switching in Emergencies</u>	91
<u>Work & Wreck Trains</u>	92
<u>Pusher & Helper Service</u>	93
<u>TSE Agreement</u>	93
<u>Doubling Hills</u>	96
<u>Turn-Around Runs</u>	96
<u>Interdivisional Service</u>	97
<u>Pilot Service</u>	99

Pool Operations –

<u>Pool Adjustments</u>	100
<u>DFW Hub Pools</u>	100
<u>Chickasha Guaranteed Pool</u>	100
<u>Childress Pool/Extra Board Agreement</u>	101
<u>McAlester Guaranteed Pool</u>	104
<u>Houston Hub Pools</u>	115
<u>Houston-Bloomington ID Service</u>	128
<u>Beaumont ID Service</u>	130
<u>Longview Hub Pools</u>	136
<u>San Antonio Hub Pools</u>	147
<u>Mexico Bridge Agreement</u>	150
<u>CCTA Interchange Agreement</u>	152
<u>OG&E Coal Trains</u>	159

Deadheading, Transportation, Auto –

<u>Deadheading-</u>	159
<u>First Out Engineer Will Deadhead</u>	163
<u>Deadheading Two or More Engineers</u>	163
<u>Relieving Engineman on Outside Run</u>	163
<u>Bumped at Outside Point</u>	163
<u>Car Mileage Agreement</u>	164

Avondale Travel Time Rules	164
----------------------------	-----

Transportation-

Transport at Other Than Fixed On/Off Duty Points	165
Multiple Away-From-Home-Terminals	166
Houston Hub, Zones 1 & 2 - Multiple AFHT's	166
DFW Hub – Multiple AFHT's	168
San Antonio Hub – Multiple AFHT's	169
Safety Audits of Crew Transportation Contractors	170

Hours of Service Relief-

Hours of Service Relief Commitment	170
DFW Hub - HOS Relief	171
Houston Hub - Zones 1 & 2 - HOS Relief	172
Houston Hub – Zones 3, 4 & 5 - HOS Relief	173
Longview Hub - HOS Relief	173
San Antonio Hub - HOS Relief	175

Yard Operations, Terminal Limits –

Road/Yard Movements - Yard Crews	176
Incidental Work	88
Yard Service Agreement	177
Preparatory Time Payment	177
Overtime	178
Assignments	180
Starting Time	180
Point for Beginning and Ending of Day	180
Lunch Time	181
Advertising Assignments	181
Yard Crews - Working Outside Switching Limits	182
Five-Day Work Week	184
Changing Switching Limits	188
Interchange Service-Yard, Belt Line and Transfer Crews	189
Special Customer Relief	189

Terminal Limits

DFW Hub Terminals	190
Houston Hub Terminals	193
Longview Hub Terminals	195
San Antonio Hub Terminals	196

**Section 3:
Extra, Supplemental, and Reserve Boards**

Extra Boards –

Guaranteed Extra Board Agreement	199
Operation	199
Guarantee	201

<u>Board</u>	
<u>Positioning</u>	203
<u>Outlying Points</u>	204
<u>Protection of Outlying Vacancies</u>	205
<u>Extra Engineer Laying Off At Outside Point</u>	205
<u>General Provisions</u>	206
<u>Termination</u>	207
<u>Extra Boards - Hubs</u>	207
<u>DFW Hub Extra Boards</u>	207
<u>Houston Hub Extra Boards</u>	210
<u>Longview Hub Extra Boards</u>	212
<u>San Antonio Hub Extra Boards</u>	213
<u>Supplemental Extra Boards –</u>	
<u>Supplemental Extra Board Agreement</u>	216
<u>Reserve Boards –</u>	
<u>Reserve Board Agreement</u>	217

Section 4: Representation and Protection

<u>Grievance Procedures –</u>	
<u>Discipline Agreement</u>	221
<u>ADEPT</u>	222
<u>Efficiency Tests</u>	227
<u>Garnishment of Wages</u>	227
<u>Time Claim Handling</u>	227
<u>Rule G Companion Agreement</u>	229
<u>Rule G By-Pass Agreement</u>	231
<u>Examinations/Testing –</u>	
<u>Sight and Hearing</u>	232
<u>Physical Examination</u>	232
<u>Operating Rules</u>	235
<u>Employment –</u>	
<u>Employment</u>	
<u>Application for Employment</u>	236
<u>Termination of Seniority</u>	236
<u>Service Certificates</u>	236
<u>Age Discrimination in Employment Act</u>	236
<u>Employee Information</u>	237
<u>Enhanced Employment Opportunities</u>	237
<u>Seniority –</u>	
<u>Seniority Agreement</u>	238

Run Off Assigned Territory	242
Reduction of Force	243
Restricted to Yard Service	243
UP/SP Merger Seniority	243
DFW Hub	243
Houston Hub	259
Zone 1	259
Zone 2	259
Zone 3	266
Zone 4	267
Zone 5	267
Longview Hub	271
San Antonio Hub	279
Scope Rule	291
Union Shop Agreement	292
Laying Off and Leave of Absence	296
Assignment of Engineers	297
Transfer of Engineers	297
Free Transportation	298
AMTRAK Agreement	298
Displacement (48-Hour Bump Rule)	299
General Displacement Rights	301
Returning to Service	301
DFW and San Antonio Hub Bump Rule	302
Failing to Bid on a Bulletin	302
60-Day Pass-up Rule	303
Registering Mileage	304
Designated Days Off After Exceeding Mileage	305
CMS Agreement	305
Rulings	306
Distribution of Schedules	307
Firemen	307

**Section 5:
Health and Welfare Benefits**

SP/SSW Disability Insurance –
[SP/SSW Disability/Life Insurance Commitment](#)

Eligibility –

Dental Insurance –

Vision Insurance –

**– Section 1 –
Pay Rates, Compensation & Allowances**

RATE TABLES

[Article 1]

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. VIII	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

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. VIII	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 pounds or fraction thereof add: 0.1800					

THROUGH 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. VIII	Straight Time	Overtime
less than 200,000	\$158.96	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 pounds or fraction thereof add: 0.1800					

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				

6-7 DAY YARD SERVICE				
Union Pacific TABLE V - LOCOMOTIVE ENGINEERS YARD SERVICE 6-7 DAY - Including the \$6.00 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: \$0.1800				

FREIGHT SERVICE

Article 2: 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.

Entry Rate Progression - New Hires

Effective October 16, 1997 the applicable entry rate percentage for employees promoted to engine service on the territory comprising the UP Southern Region will, upon said employee acquiring seniority as an engineer, be set at (90%) or the employee's existing entry rate level, whichever is greater.

The entry rate(s) referenced in Paragraph A above will increase to one hundred percent (100%) over a two (2)-year period, in the same manner as the National Agreement entry rate progression is applied. [*"Officer on a Train" Letter of Agreement, Section 4, September 19, 1997*]

Exception for DFW and San Antonio Hubs

Entry rate provisions established prior to the implementation date of this agreement [1999] shall be waived for current engineers and those hired/promoted subsequent to the implementation date. [*Art. VI, D, DFW (July 1, 1999) & SA Hubs (September 1, 1999)*]

Houston and Longview Hubs

Engineers will be treated for vacation, entry rates and payment of arbitraries as though all their time on their original railroad had been performed on the merged railroad. Engineers assigned to the Hub on the effective date of this Agreement [January 7, 1997 for Houston; August 13, 1997 for Longview] (including those engaged in engineer training on such date) shall have entry rate provisions waived and engineers hired/promoted after the effective date of this Agreement shall be subject to National Agreement rate progression provisions. [*Houston Hub; Zones 1 & 2, Article IV, F; Zones 3, 4, & 5, Article III, C*] [*Longview Hub, Art. VII, F*]

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 trips 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. [See Also: [Multiple Unit Consist](#) and [Article 47: Weight on Drivers Rate](#)]

c. In all classes of service covered by paragraph "b" of this Article, basic day [see "Mileage Rates" below] 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.

Longview Hub Overmile Exception

Overmiles on the following Longview Hub runs will be paid at the same applicable rate allowable for the first 130 miles of that run:

- Longview - Valley Junction/Hearne
- Longview - Fort Worth
- Longview - Livonia
- Shreveport - Livonia

[*Longview Hub, Article V, B, 5*]

Mileage Rates

[*Art. IV - Pay Rules, Section 1, PEB 219*]

(a) Mileage rates of pay for miles run in excess of the number of miles comprising a basic day will not be subject to general, cost-of-living, or other forms of wage increases.

(b) Mileage rates of pay, as defined above, applicable to interdivisional, interseniority district, intradivisional and/or intraseniority district service runs now existing or to be established in the future shall not exceed the applicable rates as of June 30, 1986. Such rates shall be exempted from wage increases as provided in Section 1(a) of this Article. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

Miles in Basic Day and Overtime Divisor

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

Service	Miles in Basic Day	Overtime Divisor
Through Freight	130	16.25
Through Passenger	130	25.0

(b) Mileage rates will be paid only for miles run in excess of the [130 mile basic day].

(c) The number of hours that must lapse before overtime begins on a trip in through freight or through passenger service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor. Thus, effective July 29, 1991, overtime on a trip in through freight service of 125 miles will begin after 8 hours and 46 minutes ($125/14.25 = 8.77$ hours). In through freight service, overtime will not be paid prior to the completion of 8 hours of service. [*PEB 219, 1991 NA, Section 3*]

d. In local or way freight and mixed 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 engine or other power used.

NOTE: When employees in through freight service become entitled to the local rate of pay under applicable conversion rules, the daily local freight differential (56 cents for engineers and 43 cents for firemen under national agreements) will be added to their basic daily rate and the combined rate will be used as the basis for calculating hourly rates, including overtime. The local freight mileage differential (.56 cents per mile for engineers and .43 cents for firemen under national agreements) will be added to the through freight mileage rates, and miles in excess of the number encompassed in the basic day in through freight service will be paid at the combined rate. [*PEB 219, Sec. 3*]

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.

Article 5: HANDLING OFFICIAL SPECIALS

When an engineer is taken off 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 10: RULES FOR CONVERSION TO LOCAL RATE

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 of f 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 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 10, Sec. 15, 8/11/48 NA]

Article 13: ENGINEERS HANDLING LIGHT ENGINES

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 22: 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:

[Article 22, 8/23/52]

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:

(a) An employee in through freight service on a run of [130] miles is on duty a spread of 8 hours, including 2 hours of another class of road service- Employee will be paid [130] 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. [Article 22, rev 1991 NA]

(b) An employee in through freight service on a run of [130] miles is on duty a spread of 9 hours, including 2 hours of another class of road service --

Employee will be paid [130] miles or 8 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. [Article 22, *rev 1991 NA*]

(c) An employee in through freight service on a run of [130] miles is on duty a spread of 10 hours, including 2 hours of another class of road service - Employee will be paid [130] miles or 8 hours at pro rata rate 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. [Article 22, *rev 1991 NA*]

(d) An employee in through freight service on a run of [130] miles is on duty a spread of 12 hours, including 2 hours of another class of road service - Employee will be paid [130] 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. [Article 22, *rev 1991 NA*]

(e) An employee in through freight service on a run of [190] miles is on duty a spread of 10 hours, including 2 hours of another class of road service - Employee will be paid [190] 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. [Article 22, *rev 1991 NA*] [See also: [DFW Overtime After 12 hrs](#)]

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.

MULTIPLE UNIT DIESELS

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. [*Mediation Case A-4327*]

Article 47: WEIGHT ON DRIVERS RATE

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.

1. 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. [*Replaced by 1996 System Agreement - Attachment (e)*]

WITHOUT FIREMAN PAYMENT

[*1996 System Agreement, Attachment (g)*]

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.

WORK TRAIN RATE

Engineers performing service on work trains will receive through freight rates. [See: [Work Train Agreement](#)]

ARBITRARIES AND ALLOWANCES

DUPLICATE TIME PAYMENTS

a. Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not apply to employees whose seniority in engine or train service is established on or after November 1, 1985. [Post-85 Engineers]

b. Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not previously eliminated, shall not be subject to general, cost-of-living or other forms of wage increases. [Pre-1985 Engineers; *PEB 219, Article IV, Sec. 4*]

“FROZEN RATE”: The rate referred to here that applies to arbitraries such as Initial and Final Terminal Delay, applicable only to pre-November 1, 1985 engineers, is commonly referred to as the “Frozen Rate” since it has not increased since the Arbitrated 1986 National Agreement.

Article 4: TERMINAL SWITCHING AND HOSTLING

l. 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.

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.

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 [130] 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 [130] miles or over. On such runs a minimum of one hour, on the basis provided in paragraphs "l" and "m", 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). [*Basic Day adjusted to 130 miles per PEB 219, 1991 NA*]

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.

Article 4: INITIAL TERMINAL DELAY

(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 ("frozen") 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.

Article 4: FINAL TERMINAL DELAY

Section 1 - Computation of Time

In freight service all time, in excess of 60 minutes, computed from the time engine reaches switch, or signal governing same, used in entering final terminal yard where train is to be left or yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided, that if a train is deliberately delayed [see NOTE below] 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.

NOTE: This refers to Article V of the [1986 National] 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. [*Side Letter #3, 1986 National Agreement*]

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 ($60/12.5 = 4.8$; $60/13 = 4.6$; $60/13.25 = 4.5$; $60/13.5 = 4.4$, 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 ["[Frozen rate](#)"], 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

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.

SHORT CREW ALLOWANCE

- 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. [*NMB Case No. A-10715, Article I, September 3, 1981*]

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. [NMB Case No. A-10715, Article V, September 3, 1981]

INSTRUCTOR ENGINEERS

[1996 System Agreement, Attachment (c)]

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.

Training Conditions

1. Instructor Engineers will be responsible for the proper supervision of student engineers during their on-the-job 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 s 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).
2. The presence of a student engineer will not affect the Instructor Engineer's rate of pay when operating without a fireman.

Special 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.

Questions and Answers

Q-1: If the need arises for a student engineer or an engineer recertifying to ride and an instructor is not available may another engineer be used?

A-1: Yes.

Q-2: What will the non-instructor engineer be paid?

- A-2:** The same as an instructor engineer under the compensation provision of the agreement.
- Q-3:** Do previously existing agreements that provided for instructor engineer pay remain in effect? [*General System Agreement Q&A's*]
- A-3:** No.
- Q-4:** Under Section 1, will instructor engineer allowances be used as an offset against extra board or pool freight guarantee payments? [*General System Agreement Q&A's*]
- A-4:** Instructor engineer allowances will not be used as an offset against any extra board or pool freight guarantee payments.

Side Letter #1 – 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.

Article 8: HELD-AWAY-FROM-HOME-TERMINAL

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.

Continuous HAHT Agreements

Coffeyville/Van Buren and Chickasha

With the resolution of various other issues, we agreed engineers working in through freight service at Chickasha, Van Buren and Coffeyville will be paid held-away-from-home terminal pay according to the following:

1. Engineer protecting through freight assignments on the territories protected by BLE Engineer Rosters No. 3 and 4 will receive continuous held-away-from-home terminal pay (HAHT) for all time so held at the distant terminal (away-from-home-terminal) after the expiration of sixteen (16) hours.
2. The provision of Section 1 above will not apply to any employees being paid or allowed "reverse lodging".
3. Except as set forth herein, all other existing agreement rules and practices governing payment of HAHT remain in effect and unchanged.
4. The provisions of this agreement will become effective April 1, 1998.

[Letter of Agreement, March 9, 1998]

DFW Hub

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 III, Paragraph B, Subparagraph 7]

Houston Hub

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. [Article III, Paragraph C]

Longview Hub

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. [Article V, Paragraph C]

San Antonio Hub

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 III, Paragraph B, Subparagraph 7]

(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.

Article 33: TIED UP ON-LINE-OF-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 [ten] hours on duty under Federal law, or within two hours of the time limit provided by state laws if state laws govern. [*“Fourteen” changed to “ten” to reflect current HOS*]

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.

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.

GUARANTEE AGREEMENT

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, [\[see note\]](#) 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.

NOTE: “traveling switch engine” removed as revised by Arbitration Award 554.

(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.

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.

EXPENSES AWAY FROM HOME

LODGING REQUIREMENTS

Lodging Provision Requirement

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. [*Eating and Sleeping Accommodations*, Section 16, 1948 National Agreement]

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 designed 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. [*Article II, Section 1, 1964 National Agreement*]

Extra Men at Outlying Point

NOTE: The following is an incorporation of the 1971 amendment to the 1964 NA and the 1971/1973 BLE/NLRC interpretation of that amendment.

The meal and lodging requirements, including the payment of both meal and lodging allowances, would be provided to extra employees filling temporary vacancies at outlying points subject to the following additional conditions:

1. 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.
2. 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. [*Article VII, Section 3, 1971 National Agreement*]

Extra men having met the required criteria above will be allowed meal and lodging benefits under the following agreed interpretation between the BLE and the NRLC:

1. When tied up four (4) hours or more at an outlying point(s) prior to going on duty for the first tour of duty, except that the lodging benefits apply under these circumstances, only when the extra employee is held at the outlying point for more than one (1) tour of duty.
2. When tied up four (4) hours or more between each tour of duty at the outlying point(s).
3. When held four (4) hours or more, after completing the last tour of duty at the outlying point(s), before commencing return trip to home terminal (point of supply for extra men).

[*CBA Addendums, G-3, Page 238, BLE President B. N. Whitmire letter dated Aug. 20, 1973, verified by J. F. Griffin in letter to UTU dated November 11, 1975*]

Lodging Specifications

It is mutually agreed that in the application of Article II, Section 1, of the National Agreement of June 25, 1964, the following will govern [*February 19, 1965*]:

1. As previously agreed, where available, single rooms, air conditioned, with adequate heat, in reputable places are to be considered as suitable lodging. [*Section 1*]
2. A current list of designated lodging facilities will be furnished the local chairmen involved and the General Chairman. [*Section 2*]
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 employees will be paid \$2.00 in lieu of such lodging. [*Section 3*]

NOTE: 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. [*Mutual Agreement, August 16, 1966*]

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 4*]
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 5*]
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 6*]
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 7*]
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. [*Section 8*]

Additional Specifications – Limited to Certain Areas

The following provisions are from the former T&P Lodging Agreement. These additional provisions are applicable ONLY to the former T&P territories which include the DFW Hub, the Longview Hub and Houston Hub Zone 1.

1. Suitable lodging or allowance in lieu thereof, will be at no expense to the employees at all points where engineers are entitled to lodging under applicable agreements.
2. The term "suitable lodging" means a facility located in reputable surroundings, kept in good repair, with single occupancy rooms properly heated and cooled, at least "three-quarter" size bed, innerspring mattresses, suitable pillows, clean and adequate bed linens and cover(s), appurtenance for hanging clothes, a mirror, a comfortable chair, table or desk, reading lamp, shades or drapes to exclude light, private bath and toilet facilities for each room, hot and cold water, towels, wash cloths, soap, and bath mat. Rooms will be cleaned by other than employees covered by this agreement before each occupancy, including changing of bed linens, towels and wash cloths.
3. Where there is no place to eat within reasonable proximity to the lodging facility, arrangements will be made by the Carrier to see that employees are afforded the opportunity to eat after arrival and after being called at terminals.
4. When the lodging facility is not within reasonable walking distance of the on and off duty point, transportation will be furnished by the Carrier.
5. Every effort will be made to transport engineers to the lodging facility as promptly as possible with the understanding that if the vehicle operated to the lodging facility has not arrived within 45 minutes from the time that the last member of an inbound road crew goes off duty, that crew or any member thereof will, on request, be promptly provided alternative transportation to the lodging facility. After waiting for a room for 45 minutes from time of arrival and one still is not available, transportation will be furnished to alternate lodging, if engineer so requests.
6. When an engineer is tied up at a point where he is entitled to lodging, he will be notified if he will be required to report for service or deadhead in less than four (4) hours from the time of tie-up. Such notice will be given at or before tie-up when practicable; otherwise not later than the time he presents himself for lodging at the designated facility. If not so notified he will be considered eligible for lodging. If conditions change after being so notified, and the engineer is not used within four (4) hours, he will be notified promptly so that he may avail himself of lodging. In the application of this Section 6, it will not be the policy of the Carrier to call engineers before the expiration of four (4) hours for the purpose of defeating the provisions of this agreement.
7. In the event complaints are received concerning a designated lodging facility, or transportation in connection therewith, a joint check will be made. If such facility and/or transportation does not meet the requirements set forth herein, corrections will be made promptly or another suitable lodging facility or other transportation will be provided. Engineers entitled to lodging under the provisions of their agreement, who do not desire the use of the designated facilities, may accept an equitable allowance in lieu thereof; such allowances to be negotiated by the parties hereto. Should a designated facility, meeting the provisions of Section 2 hereof, become unavailable for any reason, representatives of the parties will confer promptly and make a joint check of the facilities proposed in order to determine if the suggested facility complies with the term "suitable lodging" as defined herein and if such meets these requirements, the change may be made. Should either party desire to change

from one lodging facility to another, representatives of both parties will confer and give consideration to the conditions bringing about the desired change. Where it is determined that both facilities meet the standards set forth herein, no change need be made. However, the Carrier will not unilaterally change from one lodging facility to another except for reasons dictated by good business practices, such as, but not necessarily limited to, economy, e.g., price per occupancy, transportation costs, etc. Where there is a dispute as to whether a present lodging facility is "Suitable", a joint check will be made promptly and if such facility does not comply with the term "suitable lodging" as defined herein, immediate steps will be taken to bring the facility up to these standards. If unable to do so immediate steps will be taken to change the lodging facility.

8. "Transportation" as referred to herein means a passenger-type vehicle in safe operating condition. The number of passengers will not exceed the Manufacturer's specifications.

This agreement signed this 20th day of August, 1982, will become effective within ten (10) days of notice of ratification by the organization. [Addendum "G-3", pg. 239-241, CBA]

Work Train Service - Lodging

Qualified engineers in work train service tied up on line of road at other than their assigned terminal(s), 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. It will be the Carrier's option to transport the engineers to the nearest designated lodging facility or make the allowance provided for herein. [CBA Addendums, G-3, Page 238, February 1, 1980]

Texarkana In Lieu of Lodging Allowance

The following is applicable at Texarkana only.

1. Employees who are entitled to lodging under applicable agreements may request and be allowed the sum of \$10.00 in lieu of said lodging and transportation expense.
2. Employees desiring to avail themselves of the above must notify, in writing, the designated officer of said request.
3. Election of the allowance in lieu of lodging and transportation shall remain in effect for a period of not less than one year, following which it may be cancelled upon twenty-five (25) days' notice.
4. This agreement is not applicable to crews in work train service tied up at or in the vicinity of Texarkana; nor is it applicable to those employees whose residence is at or in the vicinity of Texarkana.

5. This agreement is entered into without prejudice to the position of either party and is not to be referred to in the handling of any other similar subject.

This agreement is effective August 1, 1986, and remains in effect until terminated under provisions of Item 3 above by serving a written notice by either party upon the other.

Dated at Spring, Texas, this 15th day of July, 1986. [CBA Addendums, G-4, Page 246]

MEAL ALLOWANCES

Away from Home Meal Allowance

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 \$6.00. [rev. by 1991 NA]

An additional \$6.00 meal allowance will be provided after being held an additional 8 hours. [rev. by 1991 NA]

NOTE: For the purposes of Section, extra board employees shall be provided with lodging and meal allowances 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.

Meal Enroute Allowance

Effective with the implementation of the UP/SP Merger the following allowance for not eating enroute applies to ALL areas (except as noted) within the jurisdiction of this Collective Bargaining Agreement. [Ref: Article IX, Sections 2(d)& 2(e), May 19, 1986 BLE National Agreement, as amended]

In order to expedite the movement of interdivisional runs [including all runs established per the UP/SP Merger], 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.

Note 1: If there are changes in the payments made for meal allowance and eating in route as a result of the parties' current Section 6 notices, those changes will govern.

[DFW Hub, Article III, B, 4]

[Houston Hub, Zones 1 & 2, Article II, B and Attachment F, Section 5]

[Houston Hub, Zones 3, 4 & 5, Article III, Section B, 4, except as below]

Meal Enroute Exception: Houston Hub – Zone 4

(Reworded)

Engineers in Houston to Bloomington interdivisional service, working between Houston and Bloomington/Victoria via Flatonia and between Bloomington/Victoria and Hearne/Valley Jct. shall receive the prevailing meal allowance allowed by national agreement (presently \$6.00) as specified by the UP Houston-Bloomington Interdivisional Agreement. [*Houston Hub, Zones 3, 4 & 5, Article III, Section B, 4 and the Houston to Bloomington ID Agreement, Section 7*]

Meal Enroute Exception: Longview Hub

(Reworded)

Overmiles on the following Longview Hub runs will be paid at the same applicable rate allowable for the first 130 miles of that run:

- Longview - Valley Junction/Hearne
- Longview - Fort Worth
- Longview - Livonia
- Shreveport - Livonia

Reasonable requests to eat on line of road made by engineers working these runs will be granted. For each trip on which no member of the crew delays one of these through freight trains to eat, the engineer will be allowed a payment equal to the prevailing meal allowance in addition to other earnings of the trip. [*Palestine to Texarkana ID, Article I & VII*]

Article 36: EATING AGREEMENT (ENROUTE)

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 R. 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.)

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.) [\[Return to TSE Agreement\]](#)
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.

COMPENSATED LEAVE

VACATION AGREEMENT

Qualifications

Section 1 – Effective January 1, 1997, each employee, 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 [\[see chart below\]](#), 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 two hundred forty (240) basic days in miles or hours paid for, as provided in individual schedule. [Rev. 1996 NA]

Beginning with the year 1997, 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 1.6 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 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.) [Rev. 1996 NA]

The following chart summarizes the vacation requirements for each level of increase:

<u>No. of Weeks</u>	<u>Years Service</u>	<u>Qualifying Days Worked:</u>	
		<u>Previous Year</u>	<u>Continuous Service</u>
1	1	240	-
2	2	240	320
3	8	240	1,280
4	17	240	2,720
5	25	240	4,000

Additional Conditions:

1. The equivalent miles of all compensation are multiplied by 1.6 to achieve requirement. This results in an adjusted service requirement of 180 days (180 x 1.6 = 240)
2. Engineers assigned to an extra board are credited with a maximum of 90 days in which they are available but do not see service. The 90 days is NOT subject to the 1.6 multiplier computation.
3. Engineers absent and unable to perform service due to an on-duty injury are credited with up to a maximum of 45 days toward qualification. The 45 days is NOT subject to the 1.6 multiplier computation.
4. Employees returned to service with seniority unimpaired after being discharged are allowed any service performed prior and/or subsequent to their discharge for the purpose of vacation qualification. This is applied to both the annual and accumulative qualification requirements.
5. Only service on one railroad may be combined in determining qualification unless working on other railroad(s) is under the direction of the management of the employee's home road (such as borrowing out under agreement).
6. An employee becoming a member of the Armed Forces may combine previous and/or subsequent railroad service with their time spent in the military toward vacation qualification.

7. Calendar days spent in training or rules classes for which employees are compensated are included in the qualification computation but are not subject to the 1.6 multiplier.
8. General Chairmen, Local Chairmen, and State Legislative Board Chairmen are subject to the pre-1996 requirement of 100 days in yard service and 120 days in road service to qualify for a vacation under these rules. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded. [Side Letter #6, May 31, 1996 NA]

~~The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949 between certain carriers represented by the National Carriers' Conference committee and their employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union, and the several amendments made thereto in various national agreements up to the Award of Arbitration Board No. 559 dated May 8, 1996 and the 1996 BLE Core National Agreement.~~

~~Section 1 (a) Effective January 1, 1997, each employee, 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 **two hundred forty (240)** basic days in miles or hours paid for, as provided in individual schedule. [Rev. 1996 NA]~~

~~Beginning with the year 1997, 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 **1.6 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 **150 qualifying days** in a calendar year in yard service and **180 qualifying days** in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.) [Rev. 1996 NA]~~

~~(b) Effective January 1, 1997, 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 **two hundred forty (240)** 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. [Rev. 1996 NA]~~

~~Beginning with the year 1997, 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 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 **150 qualifying days** in a calendar year in yard service and **180 qualifying days** in a calendar year in road service.~~) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.) [*Rev. 1996 NA*]

(c) — ~~Effective January 1, 1997, 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 **two hundred forty (240)** 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 (1280) basic days in miles or hours paid for as provided in individual schedules.~~ [*Rev. 1996 NA*]

Beginning with the year 1997, 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 **150 qualifying days** in a calendar year in yard service and **180 qualifying days** in a calendar year in road service.~~) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.) [*Rev. 1996 NA*]

(d) — ~~Effective January 1, 1997, 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 **two hundred forty (240)** 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.~~ [*Rev. 1996 NA*]

Beginning with the year 1997, 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 service shall be computed as **1.3 days**, for purposes of determining qualifications for vacations. (~~This is the equivalent of **150 qualifying days** in a calendar year in yard service and **180 qualifying days** in a calendar year in road service.~~) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.) [*Rev. 1996 NA*]

(e) — ~~Effective January 1, 1997, 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 ~~two hundred forty (240)~~ 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. [*Rev. 1996 NA*]

Beginning with the year 1997, 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 service shall be computed as ~~1.3 days~~, for purposes of determining qualifications for vacations. (This is the equivalent of ~~150 qualifying days~~ in a calendar year in yard service and ~~180 qualifying days~~ in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.) [*Rev. 1996 NA*]

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.

Union Representatives Exclusion: This will confirm our understanding that vacation qualification criteria in effect on the date of this Agreement [~~100 qualifying days in yard service and 120 qualifying days in road service~~] shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen ("local officials"). In other words, the changes in qualification as set forth in Article V, Section 2 [~~1996 National Agreement~~] are not intended to revise vacation qualification conditions for such local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded. [*Side Letter #6, May 31, 1996 NA*]

(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 ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employe is absent from and unable to perform service because of injury received on duty will be included.~~ [*Rev. 1996 NA*]

The ~~90~~ and ~~45~~ calendar days referred to in this Section 1 (g) shall ~~not~~ be subject to the ~~1.3~~, 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), 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). [Rev. 1982 NA]~~

~~(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 employe 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 employee 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.~~

~~—(m) Calendar days on which an employee is compensated while attending **training and rules classes at the direction of the carrier** will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors of 1.3 and 1.6 as set forth in existing vacation rules as amended. [Added by 1996 NA]~~

Anniversary Years

During a calendar year in which an employee's vacation entitlement **will increase on the anniversary date**, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year. *[Added by 1996 NA]*

Single Day Vacations

An employee may take up to one week of his annual vacation in **single day increments**, provided, however, that such employee shall be automatically marked up for service upon the expiration of any single day vacation. *[Added by 1996 NA]*

Q&A's from 1996 National Agreement Article V, Section 2 Pertinent to Single Day Vacation

- Q-6:** What procedure should be followed when requesting a single day of vacation?
- A-6:** Employees should follow the established procedure for assigning vacation on the property. Where there is none, the procedures used for scheduling personal leave days should be used.
- Q-7:** Must the Carrier allow the request made by an employee to observe a single day of vacation?
- A-7:** Yes, employees should follow the established procedure for assigning vacation on the property. Where there is none, the procedures used for scheduling personal leave days should be used.
- Q-8:** Will employees be automatically marked up for service upon return from vacation periods of more than a single day?
- A-8:** The new provision for automatic mark-up apply only when taking vacation in less than one week increments. Otherwise, existing rules and practices continue to apply.
- Q-10:** When an employee elects to observe one (1) week of vacation in single day increments as provided for in paragraph (f) does that constitute one (1) of the allowable two (2) splits in his/her annual vacation as provided for in paragraph (e)?
- A-10:** Yes.
- Q-12:** In application of paragraph (f), how many days of single day vacations may a yard service and road service employee be permitted to take; five, six or seven days?
- A-12:** This question should be decided on each individual property in accordance with the past practice as to what appropriately constitutes one (1) week of annual vacation.

NOTE: It has been established on the Union Pacific Southern Region that yard engineers will be allowed five (5) days in a single vacation week,

each day paid at 1/5 of their 1/52 weekly vacation allowance, and road engineers will be allowed seven (7) days, each paid at 1/7 of their 1/52 weekly vacation allowance.

Q-13: Can the employee elect to take vacation in periods of two (2), three (3), or four (4) days, rather than single day increments?

A-13: Yes, employees should follow the established procedure for assigning vacation on the property. Where there is none, the procedures used for scheduling personal leave days should be used.

Q-14: If an employee observes a single day of vacation and subsequently becomes ill so as to be unable to work the next day, what must he/she do inasmuch as they are to mark-up for service automatically?

A-14: The employee should follow the established procedure for marking off sick.

Q-15: Are an employee's obligation under existing rules and practices with respect to protecting service on his assigned off/rest days changed if the employee observes a single day of vacation immediately prior to such off/rest day?"

A-15: No.

Q-16: May an employee request a single day of vacation to be taken immediately following a day where he/she was off sick or observing a personal leave day?

A-16: Yes.

Section 2 – Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

General

(a) - An employee 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 employee 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 employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned:

Yard Service

(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

(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 (i)) 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 hosting service.

Section 3 - Vacations, or allowances therefore, 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 therefore 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 employes 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 employes 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.

NOTE: This confirms our understanding that an engineer who, while working as fireman, had become eligible to count in qualifying for a vacation prior service rendered for the carrier in a class or classes of service not covered by the operating employees' Vacation Agreement of April 29, 1949, may continue to count such prior service while working as engineer. [*Side Letter, 1975 NA, March 6, 1975*]

VACATION SCHEDULING

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. (Once assigned, one of those weeks may be later designated as a "single day" week as provided in Section 1(f) of the Vacation Agreement.) [*Amended, December 5, 1973 & 1996 NA*]
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 [or more] 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(s) he desires to be considered in accordance within the guidelines of this agreement. 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.

The following procedure will be used to assign engineer vacations:

a. All engineers will be initially assigned one vacation period in accordance with the principle quoted above, including those who do not wish to split their vacations.

b. After each engineer has been assigned one vacation period, a subsequent round will be completed in which one additional vacation period will be assigned to each engineer that has requested a split vacation with due regard to the engineer's desires in his seniority order and consistent with the requirement of the service.

c. Additional rounds will be continue until all splits have been assigned to each engineer requesting to split his/her vacation, taking into consideration the employees' desires, seniority and consistent with the requirement of the service.

[Section 4, Agreed-to "Letter to General Managers" dated December 17, 1965]

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. [Amended December 5, 1973]

VACATION RULES

Laying Off

1. An engineer who works the last day, preceding his vacation period, out of his home terminal, may work back into his terminal and the starting date of his vacation will be changed accordingly. [*Rulings Adopted by GCA & Approved by Labor Relations*, November 10, 1959]

CMS Policy Manual – Starting Vacation

Enginemen may advance or defer the starting date of their assigned vacation period up to three (3) days.

Vacations [other than Single Day Vacations] will be taken in increments of 7 days.

Vacations may only begin while the employee is at the home terminal.

Employees must notify Crew Dispatcher before starting vacation and returning from vacation.

Marking Up

1. 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. [*Letter, June 17, 1953*]

2. 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, June 17, 1953*]

3. 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. [*Letter, July 1, 1953*]

PAID HOLIDAY AGREEMENT

Section 2 - [*June 25, 1964 National Agreement, as amended*]

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 employees 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 employee 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-	Third Monday in February
Good Friday-	Friday Before Easter
Memorial Day-	Last Monday in May
Fourth of July	
Labor Day-	First Monday in September
Thanksgiving Day-	Fourth Thursday in November
Friday after Thanksgiving	
Christmas Eve	
Christmas Day	
New Year's Eve Day	

***Mardi Gras Holiday
(New Orleans Terminal Railroad Only)***

Gil, contrary to the heading in the Gray Book this agreement does not give anyone the right to take their birthday as a holiday. I could not find any such preserved agreement in the Addendums, can you?

Effective April 1, 1966, Section 3(a) of the Five Train and Engine Service Organizations' Agreement of June 25, 1964, covering paid holidays for engineers and firemen on this property, in which the seven specific holidays are shown as

New year's Day
Washington's birthday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day, and
Christmas Day

is revised to the extent that Mardi Gras and Good Friday shall be named specified holidays in lieu of Washington's Birthday and Decoration Day.

This Agreement supersedes the provisions of any other agreement in conflict herewith; and is subject to cancellation upon fifteen (15) days' written notice from one party to the other.

Signed at New Orleans, Louisiana 1 March 31, 1966. [CBA Addendums, G-3, Page 253]

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.

(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.

NOTE: It is understood that when a regularly assigned employee, 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 employee 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. [*NLRA Conference, July 28, 1967 - Amended March, 10 1969*]

(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.

(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 employe, 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

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:

- (1) 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 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 required by the carrier to perform other service in accordance with rules and practices on the carrier. [NLRA Conference, August 4, 1969, Circular No. 513-11(b)]

NOTE 2: To qualify, employes 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. [Added by NLRA Conference, August 4, 1969, Circular No. 513-11(b)]

(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 employe, 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.

PERSONAL LEAVE

[NMB Case No. A-10715, Article II, September 3, 1981]

- 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	3 days
5 years and less than 10 years	5 days
10 years and less than 15 years	7 days
15 years and less than 20 years	9 days
20 years or more	11 days

[Amended May 20, 1991]

- 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. Engineers are expected to request and use their personal leave days; however, should the Carrier deny an engineer's request for personal leave day(s), and such denial results in the engineer not being able to take the day(s) within the calendar year in which denied, they may be carried over into the next calendar year subject to the following:
 - a. Carryover day(s) must be requested and granted prior to May 1 of the carryover year.
 - b. Engineers, subject to personal leave, when laying off in a non-compensated status during the carryover period (January 1 through April 30) will be paid one carryover personal leave day for each date off until all carryover days are exhausted. [Amendment replacing original "E", dated May 20, 1991]

PEER TRAINING AGREEMENT

[System Agreement, Attachment (d)]

The parties recognize that several factors including FRA licensing, new technology, rules exams, fuel conservation, 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:

1. 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 applicants 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-selection 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.
5. The Carrier may require additional' training for peer trainers designed to enhance their ability to be 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.

- (d) Any engineer working as a trainer will 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.

Questions and Answers

- Q-1:** Under Section 4, can a peer trainer be used to conduct or assist in conducting efficiency tests? [*General Q&A's*]
- A-1:** No.
- Q-2:** Will peer trainers be required to testify in disciplinary hearings regarding training given to a locomotive engineer who is charged with a rule violation? [*General Q&A's*]
- A-2:** 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-3:** What process should be used when there is a need to reduce the number of full time peer trainers? [*General Q&A's*]
- A-3:** 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.

ARTICLE 23: ATTENDING COURT, GIVING DEPOSITION AND JURY DUTY

Attending Court [for the Carrier]

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.

Giving Depositions

[September 2, 1966]

- 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 (2) 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).

Jury Duty

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, excepting allowances paid by the court for meals, lodging 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 V, 1978 NA]

BEREAVEMENT LEAVE

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
- Half Brother
- Half Sister
- Parent
- Child
- Spouse
- Spouse's Parent.

If bereavement occurs while on vacation or during rest days, no allowance will be made. 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 XI, 1978 NA]

The following question and answers help to clarify application of this rule:

Q-1. How are the three calendar days to be determined?

A-1. An employe will have the following options in deciding when to take bereavement leave:

- A) Three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- B) Three consecutive calendar days, ending the day of the funeral service; or
- C) Three consecutive calendar days, ending the day following the funeral service.

Q-2. Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2. Three days for each separate death; however, there is pyramiding where a second death occurs within the three-day period covered by the first death.

Example – Employee has a work week of Monday to Friday with rest days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

- Q-3.** An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would have not performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?
- A-3.** A maximum of two days.
- Q-4.** Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?
- A-4.** No; However, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employees bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.
- Q-5.** Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?
- A-5.** Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

PAYROLL AGREEMENTS

PAY PRINTOUT AGREEMENT

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. [October 3, 1975]

PAYROLL DEDUCTION AGREEMENT

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.

(ATTACHMENT "A")

WAGE ASSIGNMENT AUTHORIZATION

Manager-Disbursements Accounting
Missouri Pacific Railroad Company
St. Louis, Missouri

Name _____
(last) (first) (middle initial)

Employee Ident. No. _____

S. S. No. _____

Division _____

Department _____

Occupation _____

Home Address _____
(street and number)

(city or town)

I hereby 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")

Manager—Disbursements Accounting
Missouri Pacific Railroad Company
St. Louis, Missouri

Name _____
(last) (first) (middle initial)

Employee 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.

_____, 19_____
(date)

(signature)

(Division No.)

PAYCHECK (COMPENSATION) DELIVERY

[1996 System Agreement - Attachment (h)]

1. 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.
 - c. Every effort will be made to quickly resolve any errors in delivery of pay, whether by US. Mail or direct deposit.

**– Section 2 –
Freight and Yard Service**

CALLING – ON/OFF DUTY – REST

Article 26: CALLING

a. Engineers shall be called in their turn at all division or terminal stations ~~one hour~~ **the prescribed period of time** 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.~~

DFW Hub Call

A three (3)-hour call will be provided to those UP and SP employees working or assigned in the Houston Hub and to those Merged Roster No. 8 (Fort Worth South) engineers working in pool freight service between Fort Worth and Valley Junction/Hearne (after implementation of the Houston Hub) who, as of June 1, 1997, were entitled to a three (3)-hour call for the pools where they presently have a three (3)-hour call. In Addition, such employees will also be entitled to a three (3)-hour call if working in a pool established pursuant to the UP/SP New York Dock Merger

Implementing Agreement for the Houston Hub which is made up of part of a previous three (3)-hour call pool. [*Letter of Agreement, September 19, 1997, Section 3*]

Houston Hub Call

A three (3)-hour call will be provided to those UP and SP employees working or assigned in the Houston Hub and to those Merged Roster No. 8 (Fort Worth South) engineers working in pool freight service between Fort Worth and Valley Junction/Hearne (after implementation of the Houston Hub) who, as of June 1, 1997, were entitled to a three (3)-hour call for the pools where they presently have a three (3)-hour call. In Addition, such employees will also be entitled to a three (3)-hour call if working in a pool established pursuant to the UP.SP New York Dock Merger Implementing Agreement for the Houston Hub which is made up of part of a previous three (3)-hour call pool. [*Letter of Agreement, September 19, 1997, Section 3*]

San Antonio Hub Call

Pools and extra boards with a home terminal at San Antonio shall have a two hour call and pools with a home terminal at other locations shall retain their current call provisions. Extra boards at other locations shall have an hour and one-half call.

Locker Rooms – 2 hour Call

This has reference to our several conferences and agreements made concerning the movement of the principle terminal facilities from San Fernando Yard at San Antonio, Texas following the relocation and completion of the necessary terminal facilities at South San Antonio Yard.

Locker rooms and sufficient parking area will be provided in the south yard in line with the print shown you in conference today. Further, the Carrier will arrange to give employees at South San Antonio a two (2) hour call when such is requested in writing. Yard enginemen will receive their engines on the northerly half of the four engine tracks, and a board will be maintained showing the number of the engine on which they will begin service. [*Addendums "B-3", Letter of Agreement, August 7, 1963*]

~~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 **subject to discipline**. ~~be punished by assessing not to exceed fifteen demerits; for a second offense, he will be liable to discharge, unless he gives satisfactory excuse.~~

Using Firemen in Emergency as Engineers

In order to have a uniform understanding with respect to the use of firemen as emergency engineers.

1. Firemen who are demoted or furloughed as engineers, may be required to perform any emergency work as engineers pursuant to the Engineers' Agreement.

2. Failing to accept such work when offered, fireman shall not be allowed to work as engineer or fireman while the fireman who accepted the service in his stead is working as engineer on the vacancy for which he was called.

3. A fireman called for emergency engineer's work and not contacted will not be permitted to perform any service as engineer until after he has performed service as a fireman.

4. This agreement supercedes any agreements or practices in conflict herewith.

This agreement signed at Spring, Texas this day of March, 1986 shall become effective March 16, 1986 and may be cancelled by either part signatory hereto by serving ten (10) days written notice upon the other party. [Memorandum of Agreement BLE/UTU-E, CBA Addendums, C-1, Page 89]

Filling Engineer Vacancies at AFHT

In circumstances such as these (when an engineer in pool freight service vacates his turn either by being used in passenger service - Article 25 (k) laying off in emergency, etc.) the proper handling, in which there is no dispute, is filling the turn vacated:

FIRST - to use extra board engineer from terminal extra board point, the source of supply;

SECOND - if insufficient time (by regular passenger train service to secure an extra board engineer) , then shove or advance the next available pool freight engineer;

THIRD - to use the senior available demoted engineers and

FOURTH - to fill by the most practicable manner available. [CBA Addendums, Letter of Agreement, July 6, 1960, G-1, Page 187]

Filling Hostler Vacancies at New Orleans Terminal

This will confirm understanding in connection with filling hostler vacancies on the Texas Pacific - Missouri Pacific Terminal Railroad of New Orleans.

"When filling hostler vacancies the oldest engineer on the same shift who makes application for such vacancy prior to calling time of assignment will be used."

This understanding may be cancelled by either party giving five (5) days written notice of desire to so cancel. [CBA Addendums, Letter of Understanding, June 11, 1986, G-4, Page 254]

Rest at Home Terminal

Engineers, firemen, hostlers and hostler helpers will not be called for service out of the home terminal, either to work or to deadhead, until they have had eight (8) hours off duty following their arrival or release, except in cases of emergency. [CBA Addendums, Memorandum of Agreement, July 25, 1940, G-1, Page 181]

ON/OFF DUTY POINTS

On/Off Duty at Avondale Yard

This understanding is made in consideration of agreements signed at Alexandria, Louisiana, December 6, 1972, changing the on and off-duty point for certain freight crews from Thalia (Race) Street Yard to Avondale.

At Avondale, enginemen working in through freight service between Avondale and Alexandria, and between Avondale and DeQuincy, will go on and off-duty at either the Mechanical Facility or the Yard Office. When called for service out of Avondale, enginemen will be advised where to report – the Mechanical Facility or the Yard Office, and will be promptly advised on inbound trips where they are to tie up, the primary considerations being where their engines will come to rest and/or whether or not they are to hostle their engines. [CBA Addendums, Memorandum of Understanding, December 6, 1972, G-1, page 179]

On/Off Duty at Big Spring

In accordance with joint investigation and understanding reached at Big Spring, it was agreed that the starting and tie-up point of yard crews, Big Spring Yard, will be between the yard office and switch shanty near the viaduct, in House Tracks 1, 2 or 3, Train Yard Tracks 1 or 2, or on the old main line or main line. [CBA Addendums, Letter of Agreement, April 16, 1946, G-1, Page 179]

On/Off Duty at Longview Yard

Yard engine and switch crews will be placed on duty and be relieved front duty at the locker room at Longview Yard. In addition, Yard engine and switch crews will not be required to walk in excess of 300 feet from locker room door to receive or deliver locomotives on which they are to perform service.

This agreement signed 3rd day of December, 1973, represents a separate understanding between the carrier and each of the organizations (BLE, UTU-r, UTU-E) and may be cancelled by either of the parties signatory hereto, by giving fifteen (15) days written notice to the other. [CBA Addendums, Memorandum of Agreement, December 3, 1973, G-1, Page 180]

On/Off Duty at Texarkana Yard

Yard engines and switch engine crews will be placed on duty and be relieved from duty at the north end shanty and the west end shanty. In addition, yard engine and switch crews will not be required to walk in excess of 300 feet from the shanty to receive or deliver locomotives

on which they are to perform duties. The following will outline tie-up limits. At the north end shanty engines will tie up and begin work on the east side of the shanty in any of the following tracks: Main line 1 and 2, Yard Tracks 1, 2, 3, 4, 5 and 6 between the north switch on the 23 rail and the bumping post on the old ramp. On the west side of the north end shanty, yard engines will tie up and begin work around the horn between the road crossing coming up to the shanty and the bumping post at the old ramp. At the west end shanty yard engines will tie up and begin work between track switch #1 and the clearance point of track #7 on the middle lead. On the back side yard engines will tie up and begin work on the back lead between the west switch on track #22 and track #501. [CBA Addendums, Memorandum of Agreement, January 15, 1984, G-1, Page 181]

RUNAROUND RULE

d. Chain gang 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 a penalty equivalent to one half basic day [one full basic day on former T&P territories], except as modified by DFW Hub and San Antonio Hub Runaround Rules [see below]. 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 Employee recognizing each other's fundamental rights. [Superseded by Article IX, 1986 National Agreement]~~

Runaround Penalty for Former T&P Territories [DFW, Longview and Houston Hub Zone 1 Only]

- (a) An engineer on an assigned run who may be wrongfully deprived of his run shall be paid actual time lost.
- (b) An engineer run around on a terminal by reason of engineer called out of turn shall be paid [130] miles and stand last out. An engineer run around in terminal after being called shall receive [130] miles and be permitted to continue trip. [CBA Addendums, G-1, p. 187]

DFW Hub Terminal Runaround Rule [DFW Hub, Article III, Section H]

A terminal runaround occurs when engineers from the same pool, going to the same destination, depart the same yard or location in other than the order called and both crews have their power attached to their train. "Depart" means that a train has started moving on the track it was made up in. A terminal runaround does not occur between a working engineer and an engineer deadheading.

EXAMPLE 1: Two engineers are called on duty in the Ft. Worth - Hearne/Taylor/Smithville pool. The first out engineer receives his train at Centennial Yard and the second engineer receives his train at Ney Yard. Both trains are destined to Hearne. There cannot be a terminal runaround because the engineers did not depart from the same yard.

EXAMPLE 2: Two engineers are called on duty in the Ft. Worth - Hearne/Taylor/Smithville pool. The first out engineer is on a train destined for Hearne. The second engineer is on a train destined for Smithville. Both are departing Ney Yard. There cannot be a terminal runaround because the engineers are not going to the same destination.

EXAMPLE 3: Two engineers are called on duty in the Ft. Worth - Hearne/Taylor/Smithville pool and both trains are in the same yard and going to Hearne. If both trains have their outbound power attached, a terminal runaround can occur.

EXAMPLE 4: Same set of facts as Example 3; however, one crew is required to go to the mechanical facilities to obtain all or a part of their power consist. If the second crew departs the yard prior to the first crew returning to their train and putting their power on it, no runaround has occurred.

EXAMPLE 5: Two engineers are called from the same extra board and the first one is called to work a train running from Ft. Worth to Hearne and the other is called to work a train running from Ft. Worth to Smithville. No runaround can occur even if they depart from the same yard.

San Antonio Hub Terminal Run Around

[San Antonio Hub, Article III, Section H]

A terminal runaround occurs when engineers from the same pool, going to the same destination, depart the same yard or location in other than the order called and both crews have their power attached to their train. "Depart" means that a train has started moving on the track it was made up in. A terminal runaround does not occur between a working engineer and an engineer deadheading.

Example 1: Two engineers are called on duty in the San Antonio - Del Rio/Eagle Pass pool at San Antonio. The first out engineer receives his train at Kirby Yard and the second engineer receives his train at SoSan Yard. Both trains are destined to Del Rio. There cannot be a terminal runaround because the engineers did not depart from the same yard.

Example 2: Two engineers are called on duty in the San Antonio - Del Rio/Eagle Pass pool at San Antonio. The first out engineer is on a train destined for Del Rio. The second engineer is on a train destined for Eagle Pass. Both are departing SoSan Yard. There cannot be a terminal runaround because the engineers are not going to the same destination.

Example 3: Two engineers are called on duty in the San Antonio - Laredo pool at San Antonio and both trains are in the same yard and going to Laredo. If both trains have their outbound power attached, a terminal runaround can occur.

Example 4: Same set of facts as Example 3; however, one crew is required to go to the mechanical facilities to obtain all or a part of their power consist. If the second crew departs the yard prior to the first crew returning to their train and putting their power on it, no runaround has occurred.

Example 5: Two engineers are called from the same extra board and the first one is called to work a train running from San Antonio to Del Rio and the other is called to work a train running from San Antonio to Laredo. No runaround can occur even if they depart from the same yard.

NOTE 1: Yards or other locations, for purposes of application of this runaround provision, at San Antonio shall include, but not limited to, South San Antonio ("SoSan") Yard, Kirby Yard, East Yard, San Fernando Yard, Yoakum Bend, auto loading/ unloading facilities, intermodal ramp(s), and CPS plant (Rockport Branch).

NOTE 2: Yards or other locations, for purposes of application of this runaround provision, at Houston shall include, but not limited to, Settegast Yard, Englewood Yard, Eureka Yard, Hardy Street Yard, Basin Booth, Pierce Yard, auto loading/un loading facilities, intermodal ramp(s), Glass Track, Congress Yard, Old South Yard, and East Belt Yard.

Article 26: Calling (cont.)

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.

LOST TIME COMPENSATION

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.

(a) An engineer on an assigned run who may be wrongfully deprived of his run shall be paid actual time lost. [CBA Addendums, G-1, p. 187, Former T&P Territories]

Article 7: CALLED AND HELD WAITING (RELEASED)

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.

STARTING TIME (ROAD)

[December 1, 1973]

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.

Bulletining Jobs in Advance of Establishment

Reference to our recent conference when we discussed the bulletining of jobs under the terms of Article 25(C):

It was agreed that a job or assignment may be bulletined in advance of the date it is to be established in order that a regular engineer may be assigned and can work the assignment on the first day. [CBA Addendums, Letter of Understanding, January 28, 1983, G-4, Page 244]

(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.

NOTE: 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. 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. [Side Letter-November 8, 1973]

(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.

Example: An engineer is assigned to a local that is bulletined to go on duty at 8:00 a.m. The carrier, desiring to delay that on-duty time until 10:00 a.m., must call him/her at or before 7:00 a.m. to notify him/her of the "set back" and must tell him/her to report at 10:00 a.m. The engineer will report for duty at 10:00 a.m. and his/her pay for that tour of duty will begin at 10:00 a.m. instead of 8:00 a.m. without any additional compensation.

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.

Example: An engineer is assigned to a local that is bulletined to go on duty at 8:00 a.m. The carrier, desiring to delay the on-duty time until 1:00 p.m., must call him/her at or before 7:00 a.m. to notify him/her of the "set back" and must give him/her a call to report at 1:00 p.m. The engineer will report for duty at 1:00 at which time his/her pay for that tour of duty will begin. The engineer will also be due an arbitrary payment of two hours (from 11:00 a.m. until 1:00 p.m.) in addition to all other earnings account the set back on duty time exceeds three hours under section (3) above.

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.

NOTE: This will confirm the understanding reached in conference in connection with Item 4 of this agreement. Engine failure as used in this item is interpreted as meaning the inability of the locomotive to move the train. [*Side Letter- November 8, 1973*]

(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. [*There is currently no assigned through freight service on Southern Region*]

(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.

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.

BOARD STANDINGS

Run Around on Line of Road

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 terminals, they will be marked on the board according to their relative position when first called from home terminal.

Turn Around Service vs. Straight Away Runs

- (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. [*Memorandum of Agreement, September 2, 1966*]

Terminal Arrival Time Markup

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. [June 3, 1942]

Away-From-Home Terminal Markup

The following will be placed in effect by Superintendent upon written request of B.L.E. Local Chairman with copy to the General Chairman:

All freight engineers shall be called first in, first out, on their respective districts, except that engineers will be marked up at the away-from-terminal and home terminal in the same order they stood when they were called at their home terminal and used in their turn, provided they are fully rested.

This agreement signed at Fort Worth, Texas, this 24th day of October, 1972 and may be cancelled by ten (10) days written notice from either party to the other. [Memorandum of Agreement, October 24, 1972]

Short Turn Around at Away-From-Home-Terminal

In conference held in Texarkana, Arkansas, on August 12, 1986 we discussed the situation of the first out engineer at away-from-home terminal, Ft. Worth, catching a short turn from such terminal and then being placed to foot of the board or last out in the pool. It was your request that at all away-from-home terminals engineers in through freight service who catch a turn be placed first out when rested for a return trip to home terminal.

To accomplish the above it was suggested that Article 3 (m) (3) found on page 19 of the agreement be revised as follows:

(3) When Engineers operating in through freight service make one turn out of their away-from-home terminal, they will stand first out when rested over engineers who have not turned, and will be held for through movement to home terminal. Subsequent turns will only be made when other engineers in the pool are not available. Engineers in the Mineola - Texarkana or Mineola - Hollywood Yard freight pool required to accept call for a second turn to meet the exigencies of the service will be run through or deadheaded from point train disposed of to Mineola.

If the above revision meets with your approval, please sign in the space provided below and return to this office. [CBA Addendums, G-1, Page 172, August 12, 1986]

Aggregating Crews At AFHT

[Using Partially Rested AFHT Crews]

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 11 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.

No Aggregating if Rested Crew Available

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. [*Letter dated October 10, 1950*]

LAYING OFF AT OUTLYING POINT

An engineer on a job tying up at an outlying point (i.e., other than where the extra board is maintained) laying off will be required to report for service not later than the time his assignment ties up on the day or trip preceding the day or trip he intends to return to service. If he fails to so report, the engineer filling the vacancy will be permitted to work the job another trip, or round trip as the case may be, except that if the engineer filling the vacancy has completed his requirements under the six (6) or seven (7) day agreements [vacation], the regular man will be

allowed to report an and be used if another man has not started deadheading to the point for service at the time he attempts to report.

The regular man shall not be compensated for time lost for failure to report as required by this agreement.

This agreement may be cancelled upon fifteen (15) days notice by either party to the other. [Addendum G-1, T-30344 June 29, 1972, p. 189]

Related Topics

- [Outlying Points - Extra Engineer](#)

EXTRA (UNDISTURBED) REST

[System Agreement, Attachment (f)]

1. Engineers may take extra (undisturbed) rest under the following circumstances:
 - (a) When an engineer's tour of duty (non-deadhead) 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-duty) 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 trip. The parties recognize the merit of this rule and will jointly work to eliminate any abuse of this rule.

Q-1: 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-1: No. It is not the intent of this rule to use extra (undisturbed) rest to avoid a regular assignment.

Q-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-2: 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.

Q-3: Is an engineer removed from the extra board or pool when he/she takes extra rest at the home terminal?

A-3: 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~~ [The] engineer will continue to move up the board [or pool] and if not rested when first out will remain first out.

Q-4: What happens if an engineer takes undisturbed rest at the away-from-home terminal?

A-4: 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-5: No.

[System Agreement Q&A]

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.

EQUIPMENT/SUPPLIES

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 OF 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.

SELF-PROPELLED MACHINES

[Article III, 1964 National Agreement]

Section 1 -

The following shall govern the manning of self-propelled vehicles or machines by train service employees (conductors and brakemen) used in the maintenance, repair; construction or inspection work:

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

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

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

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

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

(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.

HANDLING RADIO EQUIPMENT

- 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.
- 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. [*NMB Case No. A-10715, Article III, September 3, 1981*]

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. [*NMB Case No. A-10715, Article V, September 3, 1981*]

LOCOMOTIVES

Diesel Engine Understanding

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.

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. [*November 18, 1953*]

Locomotive Standards

In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad.

A locomotive which meets the basic minimum standards of a component of a merged or affiliated rail system may be operated on any part of such system. [Article X, 1986 National Agreement]

Locomotive Design, Construction And Maintenance

Section 1 - Maintenance Of Locomotives

The parties recognize the importance of maintaining safe, sanitary, and healthful cab conditions on locomotives.

This Agreement affirms the carriers' responsibility to provide and maintain the aforementioned conditions particularly, although not limited to, such locomotive cab conditions as: heating, water coolers, toilet facilities, insulation, ventilation-fumes, level of cab noise, visibility, lighting and footing.

The parties recognize that one way to achieve and maintain safe, sanitary, and healthful cab conditions on locomotives is by establishing procedures on each railroad for monitoring cab conditions and expediting the reporting and correction of maintenance deficiencies.

A. Local Implementation

Each individual carrier will designate an appropriate official(s) who will contact the BLE General Chairman (Chairmen) and arrange a meeting within 30 days from the date of this Agreement for the following purpose:

(a) Review the policies on the individual railroad concerning the existing procedures for reporting and correcting locomotive deficiencies, assess the effectiveness of such procedures, and, where appropriate, establish methods for obtaining more satisfactory results.

(b) Institute a program whereby the Local BLE representative and the carrier's supervisors at each facility will participate in direct discussions regarding any maintenance problems at the locations under their jurisdiction for the purpose of carrying out the intent of this understanding, including evaluating the reports and suggestions of either party and implementing agreed-upon solutions thereto.

B. National Committee

A national committee will be established within 30 days from the date of this Agreement, consisting of two members of the National Carriers' Conference Committee and two representatives of the BLE. The Committee may review and make recommendations with respect to any maintenance problem on an individual property that is referred to it by either party after efforts to resolve such matter on the individual property have been exhausted.

The Committee may also consider any matter where the parties on an individual property have jointly concluded that the subject matter is one that may be addressed more appropriately on a national level.

Section 2 - Dispatchment of Locomotive-

A locomotive will not be dispatched in road service from engine maintenance facilities where maintenance personnel are readily available, and an engineer will not be required to operate the locomotive pending corrective action, if the engineer registers a timely complaint with supervision with respect to the controlling unit of the consist that is determined on investigation to be valid concerning -

(a) the existence of a federal defect, as defined by the Federal Railroad Administration, with respect to the following matters:

- Exhaust gases (ventilation)
- Cab lights
- Locomotive cab noise
- Cabs, floors and passageways (footing) (cab seats)
(vision) (heat) and (b) other conditions as follows:
 - Lack of clean, sanitary toilet
 - Lack of adequate cooled, potable water
 - Lack of adequate toilet paper or hand towels

Should the complaint be found valid, and if there is another unit in that consist or otherwise readily available which will eliminate the protest, the units will be rearranged provided such rearrangement will not result in unreasonable delay to the train. If the engineer performs the work to accomplish the rearrangement, no additional payment(s) will be allowed. If, however, the official makes a good faith determination that the locomotive is suitable for dispatch, the engineer will proceed with the assignment.

An engineer will invoke the foregoing right in good faith and where a reasonable person would conclude that the carrier is in substantial non-compliance, i.e. more than technical non-compliance.

In determining the reasonableness of an engineer's complaint, among the factors to be considered are the timeliness of the complaint, the accessibility of the means to take corrective action, the seriousness of the deficiency, the engineer's ability or inability to correct the deficiency with means at his disposal and whether or not an unreasonable train delay would be incurred.

Section 3 - Locomotive Design and Construction

In recognition of the desirability of consultation with the General Chairman (Chairmen) prior to the ordering of new Locomotives, or while formulating plans to modify or retrofit existing locomotives, the parties agree that, before any design and construction changes in locomotives are made which change safety or comfort features of the locomotive, the designated officer of each individual railroad will contact the General Chairman (Chairmen) providing him with the opportunity to furnish the carrier with his recommendations for full and thoughtful consideration by the carrier.

This Section 3 does not disturb existing local agreements that set forth required specifications for particular locomotive appurtenances or components. [*Article XVII, 1986 National Agreement*]

ROAD OPERATIONS

ROAD/YARD MOVEMENTS – ROAD CREWS

[Article VIII, 1986 NA, (modified)]

Section 1 - Road Crews

1. A road freight engine crew may be required to perform the following work in connection with its own **at points where yard crews or hostlers are employed**: [Article V, 1971 National Agreement]

(a) Get or leave their train at any location within the initial and final terminals and handle their own switches. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for that assignment and such point is not within reasonable walking distance of the on and off duty point, transportation will be provided.

(b) Make up to **three (3) allowable moves** at other location(s) in the **initial terminal** in addition to picking up the train and up to **three (3) allowable moves at intermediate points**, and up to **three (3) allowable moves** at other location(s) in the **final terminal** in addition to yarding the train. [rev. by Art. VIII, 1991 National Agreement]

(c) In connection with straight pick-ups and/or set-outs within switching limits at **intermediate points** where yard crews are on duty, spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed in connection therewith.

(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. [Art. V, 1971 National Agreement] Each of the moves may be any one of those prescribed by the Presidential Emergency Board 219: pick-ups, set-outs, getting or leaving the train on **multiple tracks** [see Q&A 4 below], interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries. [rev. by Article VIII, 1991 National Agreement]

Note 1: 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. [Article V, 1971 National Agreement]

In order to properly understand this section and how it affects road crews and the operation of their trains, the following question and answers from the 1991 Arbitrated National Agreement (*PEB 219*) have been included:

Illustrative Road/Yard Questions and Answers

[PEB 219, 1991 NA]

- Q1:** A road crew at its final terminal delivers cars in interchange and picks up from the same foreign carrier before yarding his train. How many moves are involved?
- A1:** Two, the delivery is one move and the pick up the second.
- Q2:** A road crew at its initial terminal is required to get its train from three tracks in the same location, where one track would have held the entire pick up. How many moves are involved?
- A2:** One.
- Q3:** A road crew arrives at its final terminal with four blocks of cars all for foreign carriers. How many deliveries may the road crew make?
- A3:** Three in addition to yarding their train at final terminal.
- Q4:** What is meant by "multiple tracks"?
- A4:** "Multiple tracks" are more tracks than the minimum number required to hold the cars in question.
- Q5:** A road crew at its final terminal picks up twenty cars at Yard A, delivers 40 different cars to a foreign carrier then yards its train including the twenty cars picked up at Yard A on multiple tracks in Yard B. How many moves have been made?
- A5:** Three.
- Q6:** Can a road crew set out in its final terminal and thereafter effect an interchange?
- A6:** Yes.
- Q7:** Can a road crew (other than an over-the-road solid run through train) when making an interchange delivery or setting out at other than its final yard use multiple tracks to effectuate the move?
- A7:** No. The application of the multiple track move is limited to where the road crew receives its train at the initial terminal and yards its train at the final terminal.
- Q8:** Railroad A has Railroad B do its switching at City X. What may Railroad A's road crews do at City X?
- A8:** Railroad A's crews may do the same things as any other road crews.
- Q9:** A road crew at its initial terminal is required to get its train from three tracks because three tracks were required to hold the entire train. Is this considered a move?
- A9:** No. This is a proper double over and does not count as one of the three additional moves permitted.
- Q10:** The carrier chooses to have a road crew get or leave its train on multiple tracks where a minimum number of tracks were available to hold the train and could have been used. Does this constitute a move so as to permit the road crew two additional moves at the initial or final terminal yard?
- A10:** Yes. The use of multiple tracks is one of the allowable moves.

(e) Perform switching within switching limits at times no yard crew is on duty. On carriers on which the provisions of *Section 1 of Article V of the June 25, 1964 Agreement are applicable, time consumed in switching under this provision shall continue to be counted as switching time. Switching allowances, where applicable, under **Article V, Section 7 of the June 25, 1964 Agreement or under individual railroad agreements, payable to road crews, 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. [Article VIII, (d)1986/1991 National Agreement] [See also: [Terminal Switching](#)]

(f) At locations outside of switching limits there shall be no restrictions on holding onto cars in making set-outs or pick-ups, including coupling or shoving cars disturbed in making set-outs or pick-ups. [Article V,(e), 1986 National Agreement]

(g) Set out defective or bad order cars in its own train. [Article. V,1,(e),1971 National Agreement]

(h) Handle engine and caboose in connection with its own train as follows:
[Article V,1,(f),1971 National Agreement]

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. [Article. V, 1971 National Agreement]

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-up track. [Article V, 1971 National Agreement]

NOTE: The foregoing provisions of this subsection (h) shall not be construed to change existing rules covering the preparation or laying up of locomotives.

(i) Exchange engine and caboose of its own train. [Article V,1,(g) 1971 National Agreement]

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: [Article V, 1971 National Agreement]

(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 caboose~~, 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 pick up**, as provided for under paragraph 1(a) of this Article V. A road freight engine crew performing interchange movements may make **one additional set out** at its final terminal

in addition to delivering its over-the-road train to the connecting carrier. [rev. Article VIII, 1991 National Agreement]

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. [Article V, 1971 National Agreement]

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. [Article V, 1971 National 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. [Article V, 1971 National Agreement]

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 paragraphs 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 payments 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. [Article V, 1971 National Agreement]

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. [Article V, 1971 National Agreement]

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. [Article V, 1971 National Agreement]

Section 3 - 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 [see NOTE 2 below]
- (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 [see NOTE 2 below]
- (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.

NOTE 1: This confirms the understanding that the provisions in Section 3 thereof, concerning incidental work, are intended to remove any existing restrictions upon the use of employees represented by the BLE to perform the described categories of work and to remove any existing requirements that such employees, if used to perform the work, be paid an arbitrary or penalty amount over and above the normal compensation for their assignment. Such provisions are not intended to infringe upon the work rights of another craft as established on any railroad. [*Side Letter #7, 1986 National Agreement*]

It is further understood that paragraphs (a) and (c) of Section 3 do not contemplate that the engineer will perform such incidental work when other members of the crew are present and available.

NOTE 2: It was understood that the reference to moving, turning, spotting and fueling locomotives contained in Section 3(b) includes the assembling of locomotive power, such as rearranging, increasing or decreasing the locomotive consist. It is not contemplated that an engineer will be required to place fuel oil or other supplies on a locomotive if another qualified employee is available for that purpose. [*Side Letter #8, May 19, 1986 National Agreement*]

LOCAL FREIGHT AGREEMENT

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

Section 2. Local freight train service may be identified in Time Table as “Red Ball,” “Freight,” “Local Freight,” or may be operated without timetable 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.

Section 4. Crews of local freight train crews will do all switching, picking up and setting off 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 any sub-division where either tri-weekly or daily local freight train service (six days per week) is regularly performed.

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.

Related Topics

- [Local Freight Rate Table](#)

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 11: 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 classed 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 "l" and "m," Article 4, Terminal Switching.](#)

~~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 under the [Doubling Hills Agreement.](#)

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 [\[Article 4, c\]](#)

NOTE: Any pay earned for handling these freight trains will be in addition to pay earned on the work train, including any overtime up to the time relieved from that service.

Temporary Work Train Service

SUGGESTED LANGUAGE-

Temporary work trains are defined as those handled by crews actually performing the specific duties connected with work train service, but does not pertain to pool crews handling trains in through service designated with a work train symbol.

Temporary work trains out of either the home terminal or the away-from-home terminal which are either going to tie up on line of road or return to the respective terminal will be handled by the extra board exclusively. Where extra boards do not exist or protect work train

service at an away-from-home terminal pool crews may be used for no more than one day and will be deadheaded home on tie-up.

Example: McAlester, Oklahoma is an away-from-home terminal and has no extra board located there. The Denison, Texas extra board protects service between Denison and McAlester per the DFW Hub Agreement. Temporary work trains going on duty to perform actual work-train work within those limits would be the exclusively protected by the Denison Extra Board.

Existing Language-

~~“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.” [Mediation Case A-4327]~~

Related Topics

- See Also: [Expenses Away From Home](#)

~~PUSHER AND HELPER SERVICE~~

~~[Article 12]~~

~~SUGGEST TO CARRIER - ELIMINATION OF THIS AGREEMENT AS BEING REDUNDANT. FAILING THAT IT NEEDS TO BE UPDATED TO CORRECT BASIC DAY MILEAGE, OVERTIME AFTER 12 HOURS, ETC.~~

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.

TRAVELING SWITCH ENGINES

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

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

Section 1 - Assignment

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 No. 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.

NOTE #3: 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. [*Side Letter #1*]

Section 2 - Operation

Traveling switcher 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.

Section 4 - Rate

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.

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.

TSE Engineers Called Ahead of Starting Time

Conference February 9, 1953, between BLE General Chairman W. George and Labor Relations Mgr. T. Short at Palestine, Texas concerning -

BLE-G-35-52 - Claim of Engineer J. C. Pettaway for 100 additional miles September 4, 1952, account being called and used in advance of his assigned starting time on traveling switcher at Eunice.

DECISION: You agreed to withdraw this claim with the understanding that in the future if the engineer on the traveling switcher is called and used ahead of his assigned starting time he will be allowed a minimum day's pay. [*Letter of Agreement, February 22, 1953, CBA Addendums, C-1, Page 97b*]

**Questions and Answers
Section (1)**

- Q-1:** Does this Agreement give the Carrier the right to replace locals with TSE's?
- A-1:** Yes, however a TSE may not be designated as a local under the Letter Agreement dated April 24, 1946 of the applicable agreement.

- Q-2:** May the established starting time of a TSE be changed?
- A-2:** 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.

- Q-3:** Is the off duty point the same as the on duty point?
- A-3:** Yes.

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

- A-4:** A TSE can perform all duties a road crew can do at such locations under the applicable rules.
- Q-5:** Are there any restrictions on a TSE at those locations where a yard crew(s) is assigned and on duty?
- A-5:** 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)

- Q-1:** Is there any restriction on how many times a TSE may run back and forth over the limits of their assignment?
- A-1:** No, there is free movement over the territory of the assignment.
- Q-2:** Is there any restriction how often a TSE may operate into and out of or through terminals?
- A-2:** No, see the preceding answer.

General

- Q-1:** What eating rule applies to TSE's?
- A-1:** TSE's are governed by paragraph 5 of the July 23, 1981 Memorandum of Agreement ([TSE's Eating on Line of Road](#)).
- Q-2:** Will TSE's operating under existing agreements be abolished and/or re-established?
- A-2:** No, but it is understood the preexisting agreements are superseded and the assignments will now be governed under the provisions of this Agreement.

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 unless the mileage made added to the mileage of the run exceeds the basic day.

TURN-AROUND RUNS

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." [Article 4]

DFW Hub – Combined Deadhead/Service

Engineers, both pool and extra board, when called in turnaround hours of service relief shall be considered called as in combination deadhead/service and shall be paid as such. [DFW Hub, Article VI, H]

Related Topics

- [DFW Pool Turnaround Hours of Service Relief](#)

INTERDIVISIONAL SERVICE

[Article IX, 1986 National Agreement]

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 day's 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 carrier and the organization mutually commit themselves to the expedited processing of negotiations concerning interdivisional runs, including those involving running through home terminals, and mutually commit themselves to request the prompt appointment by the National Mediation Board of an arbitrator when agreement cannot be reached. *[Added by Article X, 1991 National Agreement]*

(c) 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. *[Renumbered from 4(b) to 4(c) by Article X, 1991 National Agreement]*

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.

PILOT SERVICE

- (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 signed on March 13, 1979 at St. Louis, Missouri and becomes effective April 1, 1979.

POOL OPERATIONS

Pool Adjustments

Reducing Regular Assignments

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. [*Rulings Adopted By The General Committee of Adjustments, November 20, 1959*]

DFW Hub Pools

Pool Operations

[*DFW Hub, Article III, Section A*]

Existing UP and SP pool freight operations in the DFW Hub shall be restructured. Where multiple routes exist between terminals the pools may operate over any and all routes or combination of routes as part of their assignments. Pools identified with a “/” between them such as Taylor/ Hearne/Smithville have multiple away from home terminals with crews being tied up at either location. The following shall govern such operations.

1. Operations with a home terminal at **Ft. Worth** shall operate as follows:
 - a. Ft. Worth - Taylor/Hearne/Smithville shall be one pool with multiple away from home terminals.
 - b. Ft. Worth - Sweetwater shall be run as one pool with Sweetwater as the only away from home terminal. The Ft. Worth East/West extra board shall protect Ft. Worth -Dallas/ Mesquite work. Engineers running between Ft. Worth and Dallas/Mesquite shall not be tied up at Dallas/Mesquite but returned to the on duty point.
 - c. Ft. Worth - Childress/Chickasha/Purcell shall be one pool with multiple away from home terminals. Ft. Worth - Wichita Falls work shall be protected by the Ft. Worth North extra board.

Chickasha Guaranteed Pool

It is agreed that Pool Freights between Fort Worth, Texas and Chickasha, Oklahoma will be a Guarantee Pool.

In addition to applying Section 2 of Article IX of the Board Award No. 458 National Agreement to present employees, we further agreed to apply the following guarantee to present employees regularly assigned in this service:

1. Regular assigned engineers in this service will be guaranteed \$2,108.52 per pay period, which equals to 1800 miles at the Engineers With Fireman local rate of pay. (\$2666.57 as of 07/01/00)
2. Employees assigned for less than a pay period will have their guarantee pro rated proportionate to the number of full days they are assigned to this service during the pay period.
3. Employees laying off, missing a call or not available for service will have their guarantee reduced by the amount they would have earned had they worked their assignment, with a minimum reduction of one guaranteed day for each day missed.
4. All earnings, excluding penalty time claims, received by employees assigned to this service will be used in computing the employees guarantee.
5. These pay period guarantees will be subject to general wage increases.

The number of pool turns assigned shall be determined by the Carrier.

This agreement signed 10th day of May, 1990 may be cancelled by either party signatory hereto by giving five (5) days' written notice to the other signatory party.

Childress Pool/Extra Board Agreement

The following agreement established a new Fort Worth extra board to protect the service between Fort Worth and Childress, including the work to/from Wichita Falls. The provisions of Section 2 (b) also provided for a pool to be established if operations increase enough to support one, which occurred from the outset.

Section 1: (a) An additional extra list may be established at Ft. Worth that will protect all service on the lines between Ft. Worth and Childress, Texas. This includes all service to Wichita Falls

(b) This extra list will be guaranteed and regulated by the Carrier

pursuant to the guaranteed extra board agreement.

Section 2: (a) Locals and/or Traveling Switch Engines on the territory outlined in Section 1 (a) may be protected by regularly assigned employees in lieu of the combined extra list. When service requirements dictate that regular employees be assigned to Locals and/or Traveling Switch Engines, the Carrier will advertise, assign and protect vacancies in the normal manner.

(b) Should train operations increase to the point where a sufficient number of pool turns can efficiently protect the pool service outlined in Section 1 (a), a Fort Worth Childress pool board will be established subject to the Note below and regulated pursuant to Section 3 below.

Note: Relative to Section 2 (b) above, it is understood that Pools will not be regularly assigned if it will result in increased extra list guarantee payments or the inefficient utilization of manpower.

Section 3: (a) Upon this extra list being established, the current TP250, RE46 Engineers' Pool will not protect the service specified in Section 1 hereof, except in emergency.

(b) Once this extra list is established, the current TP250, RE46 Engineers Pool will be guaranteed as outlined in Letter Agreement dated May 10, 1990, File No. 110-6 and 560.30-4, formerly applied to employees operating on this territory.

- (1) Employees assigned for less than a pay period will have their guarantee pro rated proportionate to the number of full days they are assigned to this service during the pay period
- (2) Employees laying off, missing call or not available for service will have their guarantee reduced by the amount they would have earned had they worked their assignment, with a minimum reduction of one guaranteed day for each day missed.
- (3) All earnings, excluding penalty time claims, received by employees assigned to this serviced will be used in computing the employees guarantee.

(c) For the purpose of adjusting the TP250, RE46 Engineers' Pool, a mileage check will be made on ten-(10) day periods; namely, 1st through 10th, 11th through 20th, 21st through 30th of each calendar month. Adjustments will be made on the 3rd 13th and 23rd of each calendar month, using and limited to chart **mileage and deadheads**, accumulated during the preceding ten (10) day check period, multiplied by three and divided by the appropriate regulating factor. The 31st day of

a calendar month will not be used to adjust lists except that January 30 and 31 will be used in accumulating mileage during the month of February when it contains twenty-eight (28) days and January 31 will be used when the month of February contains twenty-nine (29) days. Should the Local Chairman, or his designated representative, fail or be unable to check the list under his or her jurisdiction and make adjustments on the dates specified, the General Chairman will regulate the mileage of engineers at or above the regulating factor set forth herein. Should the Local or General Chairman fail or be unable to check the list under their jurisdiction and make adjustments on the dates specified, the Carrier will have the right to make adjustments limited to the specified regulating factor on the next calendar day.

(d) The TP250, RE46 Engineers' Pool shall maintain a sufficient number of engineers to keep the average mileage at 4200 miles or above as set forth in the Note below.

Note: It is understood that in the regulation of Freight Pools or other like service paying freight rates, adjustments will be made whereby the number of engineers on the list average 4200, or above. Likewise, if the average mileage in a ten (10) day checking period shows an increase, sufficient turns will be added to the list provided the average figure is not below the whole number of 4200 miles or above. If the increase of one turn will bring the average figure below 4200, respectively, no adjustment will be made.

Example: 38,454 Chart miles in the ten-day check

$$\begin{array}{r} \text{---}x3 \\ 115362 \end{array}$$

115362 Divided by 4200 equals 27.467 or 27 turns.

(e) When the Carrier shuts down or otherwise drastically cuts back the operation over legal holidays lists will be regulated using mileage made on days of normal operation. Mileage made on days of normal operation will be multiplied by the following regulating factors when less than a ten-day adjustment is required:

Nine (9) day checking period x 3.333
Eight (8) day checking period x 3.750
Seven (7) day checking period x 4.285

The BLE Local Chairman will determine the number of normal operation days during a holiday checking period from the Service Unit's holiday operating plan.

Section 4: (a) This agreement is made without prejudice to the position

of either party and will not be referred to in connection with any other case agreement (local or national) and or dispute resolution. This agreement may be cancelled by either party six months after its effective date upon thirty- (30) days written notice to the other. During the intervening thirty- (30) day period or as mutually agreed, the parties will meet in an effort to resolve any issues precipitating the cancellation notice.

(b) In the event efforts to resolve conflicting issues are not successful and this agreement is cancelled, the TP250, RE46 Engineers' Pool shall revert to operational parameters specified in the Dallas/Ft Worth Hub Agreement and no longer guaranteed as provided herein.

Signed and effective this 27th day of April 2001.

d. Ft. Worth - McAlester shall be one pool.

McAlester Guaranteed Pool

It is agreed that Pool Freights between Fort Worth, Texas and McAlester, Oklahoma will be a Guarantee Pool.

In addition to applying Section 2 of Article IX of the Board Award No. 458 National Agreement to present employees, we further agreed to apply the following guarantee to present employees regularly assigned in this service:

1. Regular assigned engineers in this service will be guaranteed \$2,108.52 per pay period, which equals to 1800 miles at the Engineers With Fireman local rate of pay. (\$2666.57 as of 07/01/00)
2. Employees assigned for less than a pay period will have their guarantee pro rated proportionate to the number of full days they are assigned to this service during the pay period.
3. Employees laying off, missing a call or not available for service will have their guarantee reduced by the amount they would have earned had they worked their assignment, with a minimum reduction of one guaranteed day for each day missed.
4. All earnings, excluding penalty time claims, received by employees assigned to this service will be used in computing the employees guarantee.
5. These pay period guarantees will be subject to general wage increases.

The number of pool turns assigned shall be determined by the Carrier.

This agreement signed 10th day of May, 1990 may be cancelled by either party signatory hereto by giving five (5) days' written notice to the other signatory party.

e. Ft. Worth - Denison shall be one pool.

2. Operations with a home terminal at **Dallas** shall operate as follows:

a. Dallas - Taylor/Hearne shall be one pool with multiple away from home terminals. This pool may also protect aggregate movement to and from Tyler for unloading in the Tyler vicinity. The Dallas extra board shall protect Dallas/Mesquite - Ft. Worth work. Extra Engineers running between Dallas and Ft. Worth shall not be tied up at Ft. Worth but returned to the on duty point.

NOTE: Both A,1,b and 2,a refer to work between Ft. Worth and Dallas/Mesquite. It is anticipated that shuttle work between these terminals will be needed and such work not protected by assigned service will be handled on an as needed basis by the two extra boards. These extra boards may handle cars in both directions and will be returned to their home terminal after their tour of duty. If sufficient work exists that would result in a pool of 4 or more in either direction then a pool may be established. A pool may be established at only one location if only that location has sufficient work and the other location does not.

3. Operations with a home terminal at **Sweetwater** shall operate as follows:

a. Sweetwater - Toyah shall be one pool.

NOTE: Q83. Will assignments at Sweetwater receive a 2 hour call after implementation?

A83. Yes.

[DFW Hub Agreement, Q&A's]

4. Operations with a home terminal at **Chickasha** shall operate as follows:

a. Chickasha - Wichita/Winfield shall be one pool with multiple away from home terminals. Operations to Winfield shall be operated through Purcell on the trackage rights line.

NOTE: The pool in a, above may be operated as a directional running pool.

b. Chickasha - regional pool which operates between Enid -Lawton - Oklahoma City Subdivision with Chickasha as the on and off duty point. This pool may be abolished and run off the extra board.

5. Operations with a home terminal at **Chico** shall operate as follows:
- a. Within the Hub engineers may travel to any point, but no further than one tour of duty away from the home terminal. For example, they would not go to Dallas, tie up for rest and then go to Hearne. They will tie up at the home terminal after the second tour of duty. They could take aggregate cars/trains to another point towards their home terminal, however, the aggregate cars do not need to go all the way to the home terminal. For example, If in the first tour of duty they took a train to Dallas, on the second tour they could take an aggregate train to Ft. Worth and then deadhead on to Chico.
 - b. They can deliver aggregate trains to any regular pool service point, i.e., Ft. Worth, and pick up aggregate trains from any of these points. For example, a Chico crew can take an aggregate train to Miller yard and a Dallas crew will take it to Hearne. Upon return of the empties to Miller a Chico crew could pick it up there and handle back to Chico or the quarry or a Dallas crew could take it to Ft. Worth. If there is a rested available Chico crew at Miller they would be used first back to Chico.
 - c. An engineer in this pool can take aggregate trains to points up to and including Terrell, Texas.
 - d. Engineers assigned to this(these) pool(s) are not restricted in the number of times they may operate/work into or out of Chico or any other location. Engineers assigned to this(these) pool(s) may handle/operate more than one aggregate train during a tour of duty in accordance with the provisions of 5(a) above.
- NOTE 1:** Nothing in 5 above precludes using crews in turnaround service in one tour of duty or of being deadheaded home after one tour of duty.
- NOTE 2:** The pool in 5 is an aggregate pool and it is not intended that they be used in non aggregate service. Aggregates are the various rock type products loaded in the area North of Ft. Worth. It is immaterial as to the size of the aggregates.
6. Operations with a home terminal at **Denison** shall operate as follows:
- a. Denison - McAlester shall operate as one pool.

Terms and Conditions of DFW Pool Operations
[DFW Hub, Article III, Section B]

The terms and conditions of the pool operations set forth in Article III A. 1-6 above shall be the same for all pool freight runs whether run as combined pools or separate pools except as set forth in 11 and 12 below. The terms and conditions are those of the designated collective bargaining agreement as modified by subsequent national agreements, awards and implementing documents and those set forth in this Agreement.

1. The parties shall prepare a mileage chart which shall be used for service between the points therein.

Through Freight Runs In DFW Hub

UP

Run	Miles	
FTW (Cent) - McAlester	197	
FTW (Cent) - Chickasha	183	
FTW (Cent) - Valley Jct.	162	
FTW (Ney) - Smithville	218	
FTW (Cent) - Taylor	206	via Valley Jct.
	167	via Temple
FTW (Cent) - Sweetwater	197	
Sweetwater - Toyah	219	
Chickasha - Wichita	195	
ETW (Cent) - Denison	99	
Denison - McAlester	98	
Chickasha - Enid Turnaround	192	

Distance between Centennial Yard and Ney Yard is 4 miles.

SP

Run	Miles
FTW (Ney) - Childress	222
FTW (Cent) - Purcell	173
Purcell - Winfield	168
FTW - Hearne (via Ennis)	185 Centennial 177 Ney
Dallas (Miller) - Hearne	143
Dallas (Mockingbird) - Hearne	153
Dallas (Browder) - Hearne	150
Dallas (Miller) - Tyler	125 via Corsicana
Dallas (Mockingbird) - Tyler	135 via Corsicana
Dallas (Browder) - Tyler	132 via Corsicana
Dallas (Miller) - Tyler	122 via Big Sandy
Dallas (Mockingbird) - Tyler	132 via Big Sandy
Dallas (Browder) - Tyler	129 via Big Sandy

Distance between SP Miller Yard and UP Mockingbird Yard is 10 miles, to UP Browder Yard is 7 miles. Distance between SP Miller

Yard and Mesquite is 14 miles, to UP Mockingbird Yard is 20 miles and to UP Browder Yard is 18 miles.

2. The overtime rule in the September 19, 1997 [see below] letter shall apply to all engineers in engine service prior to implementation and shall not terminate on December 31, 1999. Overtime will be paid in accordance with Article IV of the 1991 BLE National Agreement for all other engineers.

Letter of Agreement, September 19, 1997

“Overtime will be paid after the expiration of twelve (12) hours on duty to engineers working on the territories under the jurisdiction of the General Chairpersons signatory hereto, subject to the following conditions:

- A. Engineers presently eligible to receive overtime prior to the expiration of twelve (12) hours will continue to receive overtime pursuant to such arrangements. It is not the intent of this Section 1 to modify existing Agreement covenants providing for payment of overtime at times earlier than after expiration of twelve (12) hours.
 - B. The provisions of this Section 1 shall become effective September 16, 1997.
 - C. This Section 1 will automatically terminate on December 31, 1999 and will thereafter be of no force or effect.” [*Letter of Agreement, September 19, 1997, Section 1*]
3. Transportation will be provided in accordance with [Section 2.c of Article IX](#) of the May 19, 1986 BLE National Agreement.
 4. [Meal allowances and eating en route](#) will be governed by Section 2(d) and Section 2(e) of Article IX of the May 19, 1986 BLE National Agreement, as amended by the 1991 BLE National Agreement.
 5. Crews may use and/or operate over any route or combination of UP and former SP trackage between their initial and final terminal.
 6. There are no train length limitations and no work event restrictions other than those contained in the National Agreements, Awards and implementation Documents.
 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.
 8. Overmiles shall be paid at the same rate paid for overmiles in ID runs.
 9. Since most of the pools in this Hub are changed as to miles, routing or number of destinations, the parties will meet to develop a new regulation factor that takes

into account the differing lengths of the pools. Until the new regulating factor is agreed to the regulating factor shall be between 4160 and 4940 miles per month.

10. Engineers called to a destination and depart the terminal for that destination shall be paid to that destination and movement to another destination shall only be in accordance with the repositioning provisions in C below.

Example 1: A crew is called to go from Ft. Worth to Smithville via Taylor and expires on the hours of service at Taylor. CMS cannot change the call to Taylor and avoid payment to Smithville.

Example 2: if an employee is called to take a train to Taylor and while in the terminal is changed out to a deadhead to Smithville then Smithville is the destination for the purposes of this Section.

11. Pools with multiple away from home terminals shall be operated on a first in first out basis at the home terminal. Each away from home terminal shall have its own calling board. At the AFHT engineers, subject to rest, shall be repositioned in the order called at the home terminal with respect to other engineers from the same home terminals at that AFHT.

12. The same conditions shall apply to the aggregate pool in A, 5 except all miles worked in excess of the miles encompassed in the basic day shall be paid at the road switcher rate and overtime will be paid based on miles run; however in any case no later than 12 hours and for time in excess of 12 hours until reaching their off duty point. (Payment provisions paid formerly on this assignment are no longer applicable).

EXAMPLE: If the road switcher rate is \$147/day then the first 100 miles is paid \$147 and overmiles shall be paid \$1.47 per mile.

Repositioning of Crews at AFHT
[DFW Hub, Article III, Section C]

1. If directional running is implemented between Ft. Worth and Wichita using the BNSF trackage rights, the employee (Chickasha and Ft. Worth) will be transported to the away from home lodging or home terminal, at the completion of the service trip. Engineers being transported in this manner will be paid the greater of highway mileage or time consumed on a minute basis at the basic pro rata through freight rate. The parties will drive the highway miles and add a letter to this agreement identifying the actual miles.

EXAMPLE: A Chickasha crew runs North to Wichita and is transported to Winfield (AFHT). After rest they run to Purcell and are transported to Chickasha (Home Terminal).

2. Engineers running between Taylor/Hearne/Smithville on the return trip are not being repositioned but are moving in straight away or combined service.

EXAMPLE: A crew at the AFHT of Smithville is called to deadhead to Taylor to pick up a train to Ft. Worth. This is not repositioning but straightaway service.

Twenty-Five Mile Rule
[DFW Hub, Article III, Section D]

At all home and away from home terminals, both inside and outside the DFW Hub, pool crews may receive their train up to twenty-five (25) miles on the far side of the terminal and run on through to the scheduled (destination) terminal. Crews shall be paid an additional one-half (½) basic day for this service in addition to the miles run between the two terminals. If the time spent in this zone is greater than four (4) hours, then they shall be paid on a minute basis. This payment shall be at the pro rata through freight rate.

EXAMPLE: A Sweetwater - Toyah crew receives their westbound train fifteen (15) miles east of Sweetwater and runs to Toyah. They shall be paid the actual miles established for the Sweetwater - Toyah run and an additional one-half basic day for handling the train from the point fifteen (15) miles east of Sweetwater back through that terminal.

NOTE: See also: [Hearne/Valley Jct. 25-mile Limits Pool Operation Q&A's 18, 19, 23-32](#)

Turnaround Hours of Service Relief
[DFW Hub, Article III, Section E]

Except as provided in the Twenty-Five Mile Rule provisions above, turnaround hours-of-service relief at both home and away from home terminals shall be handled by extra boards, if available, prior to using pool crews in turn around service. Engineers used for this service may be used for multiple trips/dog catches in one tour of duty. Extra boards may handle this service in all directions out of a terminal.

NOTE : Nothing in this Article III, D (Twenty-Five Mile Rule) and E (Turnaround Hours of Service Relief) prevents the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing hours-of-service relief within road/ yard zone(s), pool crews performing through freight combined service/ deadheads between terminals, road switchers handling trains within their zones and using an engineer from a following train to work a preceding train.

See also [Q&A 21, DFW Hub Agreement](#)

Establishment of Pools, Locals, TSE's or Work Train Service

Any local, work train, or road switcher service may be established pursuant to the controlling collective bargaining agreement to operate from any point inside the Hub to any other point within or outside the new seniority district with the on duty point being within the DFW Hub except as provided in [Article 1, C](#). [DFW Hub, Article III, Section F]

New pool operations not covered in this implementing Agreement between Hubs or one Hub and a non-merged area or within a Hub will be handled per Article IX of the 1986 National Implementation Award. [DFW Hub, Article III, Section G]

The different pools identified in this agreement may be established individually or in groups. If not established at time of implementation they shall be established upon ten days written notice to the General Chairman. Existing pools will remain in place until replaced by new pools. [DFW Hub, Article III, Section J]

DFW Hub Bump Rule

Engineers with displacement rights exercising in pool freight service shall place into the pool at the home terminal in the position occupied by the junior engineer at which time the junior pool freight engineer will be removed. If such junior pool freight engineer is on-duty, or at the away-from-home terminal, the senior engineer shall be placed last out and such junior engineer will be removed from the pool following his/her subsequent tie-up at the home terminal. Any unassigned pool position shall be considered the junior position to be displaced. The Organization may cancel this rule at the end of the six-year New York Dock period upon giving the General Director Labor Relations a 30 day written notice. Upon cancellation the CBA rule in affect on the day prior to implementation of this agreement shall be reinstated.

DFW Pool Operation Q&A's

- Q16. How will the crews know the miles of the new assignments?
A16. The parties will meet and review the mileage and a chart will be given to timekeeping, Local Chairmen and posted at various locations.
- Q17. Will existing pool freight terms and conditions apply on all pool freight runs?
A17. No, the terms and conditions set forth in the surviving collective bargaining agreements and this document will govern.
- Q18. If crews are in a pool with multiple away from home terminals how will they be paid when handling a train?
A18. They will be paid the chart miles to the destination called for and the route run.
- Q19. Will the 25 mile zone apply while an engineer is in non Hub areas or other Hubs (AFHT) that do not have a similar reciprocal agreement?
A19. No.
- Q20. If an engineer picks up his/her train in the 25 mile zone and runs on back through the terminal will the engineer be paid the additional road miles from the terminal limit back through the terminal.
A20. The employee may claim the additional miles as part of their second leg if they so elect at the terminals of Dallas and Ft. Worth, however they must understand that it may impact their overtime calculations. At smaller terminals the distance is not such a factor and will not be claimed. At Hearne additional road miles have already been added.
- Q21. Does [Article III, E](#), require the Carrier to use an extra board engineer to perform turnaround hours of service relief prior to using a pool freight engineer in straight away combination deadhead/service to handle the train?

- A21. No, the language in E and the NOTE thereto permit the Carrier to use either engineer depending on the needs of service. For example , if a train is laid down at Ennis that is heading to Ft. Worth, a Ft. Worth extra board crew could bring it in or a Ft. Worth-Hearne crew returning from Hearne could bring it in.
- Q22. If after the Hub is implemented, the Carrier desires to begin new pool operations that will operate in two Hubs, how will equity be determined?
- A22. If, for example, the Carrier wanted to begin service between Austin and Corsicana, it would serve an Article IX notice on the Organization and would meet with them to discuss the conditions of the service and the seniority issues involved therein.
- Q23. How will an engineer be paid who is used in the twenty-five mile zone to obtain a train, brings the train into the original on-duty terminal (now an intermediate point) and then deadheaded on to the far terminal because of insufficient time to continue with the train?
- A23. The engineer will be paid under the twenty-five mile provisions for the work in that Zone and deadheaded in combination deadhead/service. For example on a run of 190 miles, if an employee worked 8 hours in the 25 mile zone and then deadheaded on to the far terminal they would be paid 8 hours plus 190 miles. Engineers will be deadheaded to the far terminal in these situations.
- Q24. Is it the intent of this agreement to use crews beyond the 25 mile zone or may an inbound engineer go beyond the final terminal up to 25 miles?
- A24. No, these provisions only apply to outbound engineers at their initial terminal within 25 miles of the initial terminal.
- Q25. In Article III D, is the ½ basic day for operating in the 25 mile zone frozen and/or is it a duplicate payment/ special allowance and thus applicable to all engineers?
- A25. No, it is subject to future wage and COLA adjustments and it is not a duplicate payment/special allowance and thus applies equally to pre and post 1985 engineers and engineers hired/promoted subsequent to the provisions of this agreement.
- Q26. How is a crew paid if they operate in the 25 mile zone?
- A26. If an engineer is transported to his/her train 10 miles east of Sweetwater and he takes the train to Toyah and the time spent is one hour East of Sweetwater and 10 hours between Sweetwater and Toyah with no initial or final delay earned, the engineer shall be paid as follows:
- A. One-half basic day at the pro rata through freight rate for the service East of Sweetwater because it is less than four hours spent in that service.
 - B. The road miles between Sweetwater and Toyah.
 - C. Since engineers do not go on overtime on this run in the ten hour running time no overtime is earned.
- Q27. Are miles in the 25 mile zone added to the district miles of the run?

A27. No, and time spent in the zone does not factor into the computation of overtime; however, if the time spent within the zone, if factored into the computation of overtime, would produce road overtime earnings for the tour of duty in excess of the minimum four (4) hour payment, the higher overtime earnings would apply in lieu of the minimum four hour payment.

EXAMPLE: An engineer on a 130 mile run works 6 hours in the 25 mile zone and 7 hours completing their trip to the far terminal. The engineer shall compute his/her time in two ways:

1. 6 hours at straight time in the 25 mile zone and 130 miles for the 7 hours (straight time) on the 130 mile trip; or
2. 13 hours on duty for a 130 mile trip, eight hours at straight time and 5 hours overtime;

And shall be paid the greater amount.

Q28. How will initial terminal delay be determined when performing service as outlined above?

A28. Initial terminal delay for crews entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when the crew operates back through the on duty point. Operation back through the on duty point shall be considered as operating through an intermediate point and crews may perform work only in connection with their own assignment at the intermediate point.

EXAMPLE 1: If for example ITD began after one hour fifteen minutes on duty, an engineer who is on duty thirty minutes prior to getting in the van and leaving for the train will not earn ITD. The time calculation for ITD ends when the van departs and the 25 mile zone time begins at the same time.

EXAMPLE 2: When the engineer brings the train back into the on duty terminal it is now an intermediate point and the engineer may only perform work that is permissible at an intermediate point and not the work that is permissible at an initial terminal.

- Q29. Is it the intent of this agreement to use engineers in the 25-mile zone if not qualified to operate on that territory?
- A29. No, it is not the intent of this agreement to require engineers to operate against their will within the 25 mile zone if not qualified on such territory?
- Q30. If an engineer works ten hours in the twenty-five mile zone and is then deadheaded to the far terminal, how shall they be paid?
- A30. Eight hours straight time and two hours overtime in addition to the payment for being deadheaded in combination service to the far terminal.
- Q31. If the away from home terminal is outside this Hub will the 25 mile zone rule apply?
- A31. If the away from home terminal is in a Hub that also has a 25 mile zone rule then this rule will apply for DFW engineers while at the away from home terminal. If the away from home terminal is in a Hub or non merged area that does not have a similar rule then the rule will not apply while at that away from home terminal.
- Q32. Where is the 25 mile zone measured from?
- A32. The same terminal limits as used by yard crews in their road/yard zone except at Hearne/Valley Jct. where they are measured from M.P93.6/100.9 at Valley Jct. and MP 120.7/89.6/0.0 at Hearne.
- Q33. There are several other non pool operations that currently exist that are not mentioned in this agreement, what happens to them at time of implementation?
- A33. Those assignments will come under the surviving CBA provisions and those of this agreement. They will continue to operate unless abolished or changed in accordance with the provisions for doing so. Engineers will not have a displacement right due to coming under the surviving CBA provisions. The fact that they are not mentioned does not mean that they cease to exist. After implementation these assignments shall operate under the surviving CBA without rebulletining. [*DFW Hub Agreement, Q&A's*]

Related Topics

- [DFW Hub Seniority](#)
- [No Bid Assignments - 50-Mile Radius Rule](#)
- [Q&A's on Hearne/Valley Jct. Assignments](#)

Houston Hub Pools

Article V of the June 24, 1964 National Agreement, as amended and modified by the subsequent National Agreements and interpretations thereof, will apply to the entire Houston Hub upon implementation of the New York Dock Merger Implementing Agreement for the Houston Hub. The Houston Hub will be considered a "Section 1: property under this 1964 National Agreement provision. [*Letter of Agreement, September 19, 1997, Section 2*]

Zone 1 - Avondale West Seniority District [Houston Hub, Zones 1 & 2 - Article I, A]

1. Territory Covered:

Avondale to Livonia (including Livonia)
Avondale to Lafayette (including Lafayette)
Avondale Terminal

The above includes all main lines, branch lines, industrial leads, yard tracks and stations between or located at the points identified. All UP operations between Livonia and Anchorage and Addis and Lettsworth, including Lobdell Junction to Baton Rouge, shall be included in the new Avondale West Seniority District. [*Houston Hub, Zones 1&2, Article I, Section A, 1*]

2. Former Rosters (See [Seniority – UP/SP Merger, Houston Hub Zone 1](#))

3. Terminal Consolidation

Avondale - All UP and SP operations within the new Avondale Terminal limits shall be consolidated into a single operation. [*Houston Hub, Zones 1&2, Article I, Section A, 3*] (See: [Terminal Limits – Houston Hub](#))

4. Road Operation Consolidations - Zone 1

- a. All Avondale-Livonia/Lafayette pool operations shall be combined into one (1) pool with Avondale as the home terminal. Crews in this pool may operate to either of the destination terminals via any combination of former UP and SP trackage. Crews may also be transported between the destination terminals for the return trip to the home terminal, subject to the terms set forth in [Side Letter No. 1](#).
- b. Any road switcher/zone local or local service may be established to operate from any point to any other point within the Avondale West Seniority District. Any yard assignments outside of the terminal limits of

Avondale shall be converted to road switcher/zone local assignments. This provision is not intended to modify existing agreements currently in force, if any, which require maintenance of local service over certain specified territories. [*Houston Hub, Zones 1&2, Article I, Section A, 4*]

Zone 2 - Houston East Seniority District
[Houston Hub, Zones 1 & 2 - Article I, B]

1. Territory Covered:

Houston to Alexandria (not including Houston and not including Alexandria)
Houston to Livonia (not including Houston and not including Livonia)
Houston to Lafayette (not including Houston and not including Lafayette)
Houston to Baytown (not including Houston)
Alexandria to Lake Charles (not including Alexandria)
Houston to Kemah on the SP Galveston Branch

The above includes all main lines, branch lines, industrial leads, yard tracks and stations between the points identified. Where the phrase “not including” is used above, it refers to yard operations and does not restrict road crews from operating into/out of such terminals or from performing work in such terminals which is permissible under local and national agreements. [*Houston Hub, Zones 1&2, Article I, Section B, 1*]

2. Former Rosters (See: [Seniority – UP/SP Merger, Houston Hub Zone 2](#))

3. Road Operation Consolidations Zone 2

- a. All Houston-Alexandria, Houston-Livonia and Houston-Lafayette pool operations shall be combined into one (1) pool with Houston as the home terminal. Crews in this pool may operate to any of the destination terminals via any combination of former UP and SP trackage. Crews may also be transported between Livonia and Lafayette for the return trip to the home terminal, subject to the terms set forth in [Side Letter No. 1](#).
- b. Any road switcher/zone local or local service may be established to operate from any point to any other point within the new Houston East Seniority District. Any yard assignments within the limits of this seniority district except at Lake Charles and except the hump and trim jobs at Beaumont, shall be converted to road switcher/zone local assignments. This provision is not intended to modify existing agreements currently in force, if any, which require maintenance of local service over certain specified territories. [*Houston Hub, Zones 1&2, Article I, Section B, 3*]

4. Other Operations

- a. SP Baytown Branch - All SP operations on its Baytown Branch, including yards at Dayton and Mont Belvieu, shall be included in the new prior rights Houston East Seniority District (Zone 2) and consolidated with other UP and SP operations as appropriate. Any pool freight service originating or terminating at Dayton may be protected by either the consolidated Houston-East pool established in 3.a. above, or a separate pool.
- b. UP Baytown Branch - All UP operations on its Baytown Branch shall be included in the new Houston East Seniority District (Zone 2) and consolidated with other UP and SP operations as appropriate.
- c. SP Galveston Branch - All SP operations on its Galveston Branch, including Strang Yard, to Kemah, but excluding that part of the line from Kemah to Galveston and Galveston Yard, shall be included in the new Houston East Seniority District (Zone 2) and consolidated with other UP and SP operations as appropriate. [*Houston Hub, Zones 1&2, Article I, Section B, 4*]

Applicable Agreements - Zones 1 & 2

Livonia ID Agreement – Section 11

Mileage Regulation/Guarantee. The pools established by this Agreement shall be regulated in accordance with existing Agreements and practices.

Livonia ID Agreement - Side Letter No. 3

As an alternative to the mileage regulation procedures, we discussed a guaranteed pool arrangement. If agreed to by the parties, this Side Letter shall replace Section 11 for those pools which elect this alternate arrangement. The involved Local Chairmen shall give the Carrier fifteen (15) days' written notice of the desire to implement this Side Letter for a particular pool.

At the present time the. Houston Pool and the Avondale Pool have indicated a desire for guaranteed pools. The option for a guaranteed pool remains open to the other ID pools established by the "Livonia" Agreement and the establishment of any such guaranteed pool will be subject to the principles set forth below:

- (a) An engineer who lays off, misses call, or is unavailable, and misses one or more round-trips shall have deducted from their guarantee the dollar equivalent of one round-trip for each trip so missed.

- (b) The Board shall be regulated by the Carrier between 9.0 and 11.0 round trips per calendar month for the Houston pool and between 19.0 and 21.0 round trips per calendar month for the Avondale pool.
- (c) The guarantee shall be in force for a minimum period of one year from the implementation date. Thereafter either party may cancel this Section by giving a 30-day written notice.
- (d) Each pool shall be regulated by the Carrier no more than once per week on Tuesday.
- (e) The amounts of the guarantees shall be subject to wage adjustments and the parties will negotiate the adjustments in accordance with national wage adjustments taking into account basic day adjustments and percentages of base miles to frozen overmiles.

Question 1: Are national lump sum payments (wage or COLA) used in calculating the guarantee?

Answer 1: No. The amounts are not used to offset any guarantee nor to adjust the guarantee.

Question 2: Is the guarantee calculated on a payroll half basis?-

Answer 2: No, the guarantee is calculated on a full calendar month basis.

Question 3: What earnings are considered part of the guarantee?

Answer 3: All earnings are considered part of the guarantee except those excluded in Question 1/Answer 1.

(f) Houston

The guarantee shall be the dollar equivalent of ten (10) round trips based on 470 miles per trip as follows:

Basic day of 130 miles and short crew	=	151.08	(750-800 weight)
Overmiles of 105 miles @1.1147	=	<u>117.04</u>	
		268.12	
	x 2 (round trip)	=	536.24
	x 10 starts	=	5362.40

This guarantee will be adjusted upward if less than twenty percent (20%) of the trains operated in the pool run Houston-Alexandria

(g) Avondale

The guarantee shall be the dollar equivalent of twenty (20) round trips based on 205 miles per trip as follows:

Basic day of 130 miles and short crew = 151.08 (750-800 weight)

Overmiles of 76 miles @1.1147 = $\frac{84.72}{235.80}$

x 20 starts from home terminal = 4716.40

[Houston Hub, Zones 1 & 2 – Article II]

All runs established pursuant to this Agreement will be governed by the conditions set forth in Section 2 through 6 of the Livonia Interdivisional Agreement dated February 27, 1995. These provisions are replicated in Attachment F below. [*Houston Hub, Zones 1&2, Article II, B*]

Attachment "F"

The provisions of Sections 2 through 6 of the Livonia Interdivisional Agreement dated February 27, 1995, as referred to in Article 11.5. of this Agreement, read:

Section 2: Rates of Pay - The provisions of the November 7, 1991 National Implementing Document will apply.

Section 3: Overtime - Overtime will be paid in accordance with Article IV of the November 7, 1991 National Implementing Document.

Section 4: Transportation - 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.

Section 5: Meal Allowance and Eating In Route -

(a) On runs established hereunder, crews will be allowed a \$6.00 meal allowance after four (4) hours at the away-from-home terminal and another \$6.00 allowance after being held an additional eight (8) hours.

(b) 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.

Note 1: If there are changes in the payments made for meal allowance and eating in route as a result of the parties' current Section 6 notices, those changes will govern.

Section 6: Suitable Lodging - Suitable lodging will be provided by the Carrier in accordance with existing agreements.

Mileages Of Runs¹

[Houston Hub, Zones 1 & 2 – Article II]

Actual miles will be paid for runs in the new Houston East Seniority District and the new Avondale West Seniority District. Examples are illustrated in Attachment G. [*Houston Hub, Zones 1&2, Article II, B*]

Attachment "G"

<u>From/To Terminals</u>	<u>Miles Run</u>
Avondale to Lafayette	136
Avondale to Livonia	103
Alexandria to Lake Charles	basic day per class of service
Houston - Alexandria:	
via SP Houston-Iowa Jct., UP Iowa Jct.-Kinder	247
via SP Houston-Beaumont, UP Beaumont-Kinder	237
via UP Houston-Beaumont, SP Beaumont-Iowa Jct.	248
via UP Houston-Kinder	228
Houston - Livonia:	
via SP Houston-Iowa Jct, UP Iowa Jct.	252
via SP Houston-Beaumont, UP Beaumont-Kinder	242
via UP Houston-Kinder	243
via UP Houston-Beaumont, SP Beaumont-Iowa Jct.	253
Houston - Lafayette:	
via SP Houston-Iowa Jot	214
via UP Houston-Beaumont, SP Beaumont-Iowa Jot.	215

¹All mileages shown above are approximations and are subject to final verification.

Repositioning of Crews

[Houston Hub, Zones 1 & 2]

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers, specifically to Article I.A.4.a and I.B.3.a regarding repositioning engineers from one away from home terminal to another. Such handling will be subject to the following conditions:

- (a) Engineers may be deadheaded prior to tie-up after the initial trip.

Example: An engineer runs from Avondale to Lafayette. He can be deadheaded from Lafayette to Livonia for tie-up at Livonia from his original trip from Avondale.

- (b) Engineers may also be deadheaded after tie up and rest after the initial trip.

Example: An engineer runs from Avondale to Lafayette and ties up. After rest he can be deadheaded from Lafayette to Livonia for a trip from Livonia to Avondale.

1. This handling can only occur when there are no rested engineers at Livonia to protect the service from Livonia to Avondale, i.e., it is not permissible to deadhead an engineer to a different away from home terminal for additional rest, but only for a return trip to the home terminal.

- (c) Engineers will not be deadheaded by train between one away from home terminal to another away from home terminal. Other forms of transportation will be used.

- (d) Engineers hired prior to implementation of the Agreement will be paid highway miles for the deadhead portion of the trip and engineers hired subsequent to the implementation will be paid actual time for the deadhead portion of the trip.

- (e) Once deadheaded between two away from home terminals an engineer will not be deadheaded back except in an emergency situation such as a flood or major derailment.

- (f) It is not the intent of this Agreement provision to double deadhead" engineers. If double deadheaded then the engineer will be paid district miles for the second deadhead. A 'double deadhead" in this instance is when an engineer is deadheaded from one away from home terminal to the other away from home terminal and then deadheaded back to the home terminal.

- (g) Engineers arriving at the away from home terminal by train and instructed to deadhead to another away from home terminal will remain on terminal time (if applicable) until they are in the vehicle to transport them to the other away from home terminal. [*Side Letter No. 1, Houston Hub, Zones 1 & 2, January 17, 1997*]

Zone 3 - Longview/Shreveport Seniority District
[Houston Hub, Zones 3, 4 & 5 - Article I, A]

Longview/Shreveport Seniority District - Zone 3

1. Territory Covered:

- Houston to Longview (not including Houston or Longview)
- Houston to Shreveport (not including Houston or Shreveport)
- Longview to Shreveport (not including Longview, Marshall, Reisor or Shreveport)

The above includes all main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phrase “not including” is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals/points or from performing work at such terminals/points which is permissible under local or national agreements. [*Houston Hub, Zones 3, 4 & 5, Article I, Section A, 1*]

2. Former Rosters: (See: [Seniority – UP/SP Merger, Houston Hub Zone 3](#))

3. Road Operation Consolidations Zones 3

- a. All Houston-Longview/Shreveport pool operations shall be combined into one (1) pool with Houston as the home terminal. Longview and Shreveport shall be considered as one combined away from home terminal for this pool. Pool and extra engineers may receive their trains up to 25 miles north of Shreveport on the Pine Bluff Subdivision. *When such service is performed, engineers shall be paid an additional one-half basic day at the basic pro rata through freight rate for this service in addition to the district miles of the run.* If the time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate. [*Fourth sentence modified by November 14, 1997 Letter of Understanding*]

Q&A's – Seniority and Work Consolidation

- Q.1. Is it the intent of this agreement to use engineers beyond the 25-mile zone?
A.1. No.
- Q.2. What is intended by the words “at the pro rata through freight rate” as used in Section A.3.a. and A.3.b.?
A. 2. Payment would be at the high (unfrozen) through freight rate of pay which is applicable to the service portion of the trip.
- Q. 3. How will initial terminal delay be determined when performing

service as outlined above?

- A. 3. Initial terminal delay for engineers entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when the crew operates back through the on-duty point. Operation back through the on-duty point shall be considered as operating through an intermediate point.
- Q. 4. If a crew in the 25 mile zone is delayed in bringing the train into the original terminal so that it does not have time to go on to the far terminal, what will happen to the crew?
- A. 4. Except in cases of emergency, the crew will be deadheaded on to the far terminal.

25-Mile Rule: This has reference to the parties' discussions November 13, 1997, regarding the April 23, 1997 UP/SP New York Dock Merger Implementing Agreement for the Houston Hub. The language contained in Article I, Section A, Paragraph 3a thereof regarding compensation for engineers receiving their train up to 25 miles north of Shreveport on the Pine Bluff Subdivision varies slightly from similar language used in other UP/SP New York Dock merger implementing agreements.

The parties have agreed to modify the above-referenced language and adopt language employed in the UP/SP New York Dock Merger Implementing Agreement for the Little Rock /Pine Bluff Hub to ensure consistent and equitable handling for work performed pursuant to this provision and to avoid possible future disputes regarding intended compensation for engineers who receive this work. Therefore, the fourth sentence of Article I, Section A, Paragraph 3a of the April 23, 1997 UP/SP New York Dock Merger Implementing Agreement for the Houston Hub is amended to read as follows:

When such service is performed, engineers shall be paid an additional one-half basic day at the basic pro rata through freight rate for this service in addition to the district miles of the run."

If the foregoing accurately reflects the parties' understanding, please so indicate by affixing your signatures in the spaces provided below; returning one (1) fully executed copy to my office at your earliest opportunity.

- b. When it is necessary due to wreck, washout or other main line service interruption to revert temporarily to bi-directional running, engineers in this service may leave or receive their trains anywhere between Longview and Marshall or between Shreveport and Marshall, depending upon which route is utilized for bi-directional running. When so used, engineers will be paid on a minute basis or actual miles, whichever is greater, with a

minimum of four (4) at the pro rata through freight rate.

- c. Engineers will be provided lodging pursuant to existing agreements in this pool and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility.
- d. Except as provided in e. and f. below, any road switcher/zone local or local service may be established to operate from any point to any other point within the Longview/Shreveport Seniority District. Any yard assignment within the limits of this seniority district may be converted to road switcher/zone local assignments at the Carrier's option. This provision is not intended to modify existing agreements currently in force, if any, which require maintenance of local service over certain specified territories.
- e. Existing yard, road switcher/zone local and local service assignments with a home terminal of Longview, Palestine or Shreveport or an on-duty location on the UP-Palestine Subdivision between Longview and Palestine are not covered by this Agreement. The parties intend to negotiate these assignments within the provisions of a Merger Implementing Agreement for the Longview, Texas Hub. Assignments with an on-duty location on the UP-Palestine Subdivision between Palestine and Houston are covered by this Agreement.
- f. Existing yard, road switcher/zone local and local service assignments with a home terminal of Shreveport are not covered by this Agreement. The parties intend to negotiate these assignments within the provisions of a Merger implementing Agreement for the Longview, Texas Hub. Assignments with a home terminal or an on-duty location on the SP Lufkin Subdivision between Shreveport and Houston are covered by this Agreement.
- g. Vacancies occurring on road switcher/zone local and local service assignments covered by this Agreement in Article I.3.d, I.3.e and I.3.f will be protected by a Zone 3 extra board. [*Houston Hub, Zones 3, 4 & 5, Article I, Section A, 3*]

Zone 4 – Hearne/Kingsville Seniority District
[Houston Hub, Zones 3, 4 & 5 - Article I, B]

1. Territory Covered:

Houston to Valley Jct. (not including Houston or Valley Jct.)

Houston to Hearne (not including Houston or Hearne)

Houston to Brownsville (not including Houston but including Odem to Corpus

Christi and including Angleton to Freeport)
Houston to Victoria via Flatonia (not including Houston)
Victoria to Hearne (not including Hearne)
Victoria to Brownsville (including Odem to Corpus Christi)
Houston to Galveston on the UP Branch (not including Houston but including Galveston)
Galveston to Kemah on the SP Branch (including Galveston)

The above includes all main lines, branch lines, industrial leads, yard tracks and stations between the points identified. Where the phrase "not including" is used above, it refers to yard operations and does not restrict road engineers from operating into/out of such terminals/points or from performing work at such terminals/points which is permissible under local and national agreements. [*Houston Hub, Zones 3, 4 & 5, Art. I, Section B, 1*]

2. Former Rosters: (See: [Seniority – UP/SP Merger, Houston Hub Zone 4](#))

3. Road Operation Consolidations-Houston to Valley Jct./Hearne.

- a. All Houston-Valley Jct. and Houston-Hearne pool operations shall be combined into one (1) pool with Houston as the home terminal. Valley Jct. and Hearne shall be considered as one combined away from home terminal and engineers may originate or terminate their runs at either Valley Jct. or Hearne or at any point between Valley Jct. and Hearne.
- b. Engineers will be provided lodging at Valley Jct./Hearne pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility.
- c. It is understood that the Carrier intends to rely heavily upon an operational philosophy of directional train operations in the Houston-Dallas/Fort Worth corridor. Pool freight trains from both Fort Worth and Houston will change engineers at Valley Jct./Hearne. SP and UP pool freight service between Houston and Valley Jct./Hearne will be immediately consolidated as described in 3.a. above. A sufficient number of UP engineers at Fort Worth may be relocated to Houston to protect this service as necessary to fill any roster slots left vacant or unoccupied by the roster formulation process.
- d. Existing SP operations between San Antonio and Hearne and San Antonio and Houston shall continue under this Agreement. The home terminal for such service, whether pool or extra, shall be San Antonio. Hearne and Houston will serve as the respective away from home terminals for these runs.

Concurrent with the implementation of this Agreement, the SP Houston to

San Antonio long pool will be converted to a single ended pool with San Antonio as the home terminal and Houston as the away from home terminal. The Carrier will advertise a sufficient number of pool and extra jobs, with a home terminal at San Antonio, to protect this service. Engineers in the Houston Hub who successfully bid on such jobs will be afforded relocation benefits/allowance pursuant to this Agreement. [*Houston Hub, Zones 3, 4 & 5, Article. I, Section B, 3*]

4. Road Operation Consolidations - Houston to Bloomington/Victoria.

- a. All Houston - Bloomington and Houston to Victoria (via Flatonia) pool operations shall be combined into one (1) pool with Houston as the home terminal. Bloomington and Victoria shall be considered as one combined away from home terminal and engineers may originate or terminate their runs at either Bloomington or Victoria or at any point between Bloomington and Victoria.
- b. Engineers will be provided lodging at Bloomington/Victoria pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility.
- c. The Houston to Glidden short pool shall be protected by the Zone 4 freight pool board at Houston described in 4.a above, irregular service between Houston and Glidden (hours of service relief, wreck train, work train, etc) will be protected by the extra board at Houston.

The above is not intended to place any restrictions on yard engineers from servicing industries or relieving trains which have been overtaken by the hours of service if otherwise permitted by local or national agreement. [*Houston Hub, Zones 3, 4 & 5, Article. I, Section B, 4*]

5. Road Operation Consolidations – Bloomington/Victoria to Hearne and Bloomington/Victoria to Kingsville (including Odem to Corpus Christi).

- a. All SP pool operations Victoria-Hearne and all pool operations Bloomington/Victoria to Kingsville shall be combined into one (1) pool with Bloomington/Victoria as the home terminal. Bloomington and Victoria shall be considered as one combined home terminal for this pool, and engineers may originate or terminate their runs at either Bloomington or Victoria or at any point between Bloomington and Victoria.
- b. Engineers receiving or leaving trains between Bloomington and Victoria will be provided transportation to/from their trains and the on/off duty

point.

- c. Engineers of the Bloomington/Victoria Terminal, in either pool or extra service, shall be called to handle trains between Bloomington/Victoria and Coletto Creek. Nothing in this Agreement precludes the use of inbound/outbound road engineers from leaving or receiving their trains at any point between Bloomington/Victoria and Coletto Creek or performing any work in connection therewith as permitted by local or national agreements.
 - d. Existing SP operations between San Antonio and Victoria shall continue under this Agreement. The home terminal for such service, whether pool or extra, shall be San Antonio. Concurrent with the implementation of this Agreement, a proportionate number of SP engineers in San Antonio to Victoria pool service, with a home terminal of Victoria, will be relocated to San Antonio. Bloomington/Victoria will serve as the away from home terminal.
 - e. Existing operations from Bloomington/Victoria to Corpus Christi (via Odem) shall continue under this Agreement with Bloomington/Victoria as the home terminal and shall be protected by the consolidated pool described in 5.a. above. Engineers performing service between Bloomington/Victoria and Kingsville may operate on the UP Corpus Christi Subdivision between Odem and Corpus Christi and may leave or receive their trains at any location between Odem and Corpus Christi, including Corpus Christi. [*Houston Hub, Zones 3, 4 & 5, Article. 1, Section B, 5*]
6. Road Operation Consolidations – Kingsville to Brownsville:
- a. All pool operations between Kingsville and Brownsville shall be home terminal at Kingsville, with Brownsville as the away from home terminal.
 - b. Engineers will be provided lodging at Brownsville pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on and off duty location and the designated lodging facility. [*Houston Hub, Zones 3, 4 & 5, Article. 1, Section B, 6*]
7. Road Operation Consolidations - Houston to Galveston:
- a. All SP and UP operations between Houston and Galveston whether protected by pools (if justified by business levels) or off the extra board, shall be combined and operated as one with Houston as the home terminal. [*Houston Hub, Zones 3, 4 & 5, Article. 1, Section B, 7*]
8. Road Operations - General

- a. Any road switcher/zone local service may be established to operate from any point to any other point within the new Hearne/Kingsville Seniority District - Zone 4. Any yard assignment within the limits of this seniority district may be converted to road switcher/zone local assignments at the Carriers option. This provision is not intended to modify existing agreements currently in force, if any, which require maintenance of local service over certain specified territories. [*Houston Hub, Zones 3, 4 & 5, Article. I, Section B, 8*]

Houston/Bloomington Intraseniority Freight Service

In connection with the lodging facility at away-from-home terminal Vanderbilt, Texas being destroyed by fire, it was mutually agreed to establish intraseniority freight service between Houston, Texas and Bloomington, Texas under the following conditions:

1. Intraseniority pool freight service may be established between Houston, Texas and Bloomington, Texas running through the away-from-home terminal of Vanderbilt, Texas.
2. Service in this intraseniority crew district will be protected by a pool of freight crews from the Kingsville Seniority District with Houston, Texas being the home terminal and Bloomington, Texas the away-from-home terminal.
3. The mileage between Houston, Texas (Settegast Yard) and Bloomington, Texas is 157.7 miles. Therefore, engineers establishing seniority as such subsequent to the MKT/UP Merger Agreement dated December 9, 1988 will be allowed 155 miles run and initial and final terminal delay at Houston will be calculated in accordance with the basic agreement rules as amended by appropriate national agreements. All other engineers will be allowed 149 miles run and terminal time in accordance with Mediation Case No A-3297.
4. The points for going on and off duty will be the point presently used by pool freight crews at Houston and the yard office at Bloomington. 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 noted above, 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.

5. All miles run in excess of the miles encompassed in the basic day shall be paid for at the rate calculated by dividing the basic daily rate of pay effective May 19, 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.

6. Engineers assigned to these runs will be guaranteed the equivalent of 16 basic through freight days (with a fireman) per pay period. This guarantee will be prorated in accordance with the number of days an engineer is assigned for less than a pay period. Calculation of the guarantee will be accomplished by multiplying the number of days assigned during the pay period by 16, dividing by the total days in the pay period and, then multiplying by the basic daily through freight (with fireman) rate, less actual earnings during period of time assigned in this service during the pay period.
7. In order to expedite the movement of intraseniority runs, engineers 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 engineers on longer runs, the Carrier shall determine the conditions under which such engineers may stop to eat. When engineers on such runs are not permitted to stop to eat, they shall be paid the prevailing meal allowance (presently \$6.00) for the trip. [*1991 National Agreement*]
8. Engineers in this intraseniority freight service will be allowed a [\$6.00] meal allowance after 4 hours at the away-from-home terminal, and another [\$6.00] allowance after being held an additional 8 hours. [*1991 National Agreement*]
9. Crews tied up on line of road will be deadheaded or towed to their objective terminal or home terminal immediately after being tied up. If necessary to call a relief crew the first out rested crew from either terminal may be used. Relief crews used from the away-from-home terminal that bring the train to Bloomington will be placed first out when rested. However, Carrier may use such crews in the aggregate.
10. Engineers in this service held for connection at any intermediate station in excess of 30 minutes shall be paid for all time so held at pro rata rate (frozen).
11. Crews assigned to these runs will not be used in turnaround service short of their destination, except in cases where it is impossible to reach the designated final terminal due to impassable track.

NOTE: The only exception to the above rule is that crews in this service may be used in turnaround service to Angelton, Texas.

12. Crews in this service, except when operating as an Angelton Turn, that perform station switching or work train service will be compensated at the pro rata rate for all time performing such service in addition to all other earnings of the trip.
13. Crews assigned to this service when held more than 45 minutes at Bloomington waiting for transportation to lodging facility, will be allowed actual time, on a minute basis, for at time held waiting beyond 45 minutes, in addition to all other earnings.
14. Crews arriving Bloomington after having been on duty more than 6 hours without eating and are required to perform station switching will be allowed reasonable time to eat before performing such switching.

15. The service provided for herein may be established by the Carrier upon five (5) days' written notice to the Organization. Should Carrier re-establish through freight service between Houston and Kingsville, Vanderbilt will still be the away-from-home terminal for such service.

Dated at Houston, Texas this 17th day of February, 1989.

Beaumont Interdivisional Service Agreement

ARTICLE I

Section 1: Service

A. New Interdivisional Service shall be established from Beaumont, as the new home terminal, to the following points and paid the miles shown below with a minimum of a basic day when performing service or combination deadhead and service:

Home Terminal	Away From Home Terminal	Miles
Beaumont – E. Pool	LIVONIA	161 via Beaumont Subdivision 167 via Lafayette Subdivision
Beaumont – E. Pool	LAFAYETTE	129 via Lafayette Subdivision
Beaumont – E. Pool	ALEXANDRIA	148 via Beaumont Subdivision 153 via Lafayette Subdivision
Beaumont – W. Pool	HOUSTON	88 via Beaumont Subdivision to Settegast 85 via Beaumont Subdivision to Englewood 81 via Lafayette Subdivision to Settegast 82 via Lafayette Subdivision to Englewood
Beaumont – W. Pool	HEARNE	195 via BN and SP to Hearne 213 via BN and Valley Jct. to Hearne

B. Crews may operate via any combination of UP and former SP trackage over the Lafayette or the Beaumont Subdivision between Beaumont and Livonia, Lafayette, Alexandria and Houston. Crews will be paid the miles run if routing is different than identified in Section A.

C. Beaumont pool turns established under this Agreement as well as the east long pool turn at Houston established under the Houston Hub Merger Agreement may operate on a first in first out basis at both the home and away-from-home terminals. As such, runarounds en route do not apply. The off duty time of a crew determines the first in conditions. If more than one (1) crew arrives at the same time, the order of first in will be based on the crew's order at time of call for original service.

Section 2: Rates of Pay

The provisions of the 1986 National Arbitration Award as amended by subsequent agreements shall apply.

Section 3: Overtime

Overtime will be calculated in accordance with the National Agreements.

Section 4: Call

All crews headquartered at Beaumont will receive a two (2) hour call for any service.

Section 5: Transportation

When a crew is required to deadhead or is required to take charge of a train or is relieved from duty at a point other than the on and off duty points identified In Section 1, the Carrier shall authorize and provide suitable transportation for the crew.

Section 6: Meal Allowance and Eating Enroute

In order to expedite the movement of interdivisional service, the Carrier shall determine the conditions under which such crews may stop to eat. When crews covered by this agreement are not permitted to stop and eat, such crews will be paid an allowance of \$1.50 for the trip in accordance with the provisions set forth in the 1986 National Arbitration Award.

Section 7: Suitable Lodging

Suitable lodging will be provided by the Carrier in accordance with existing Agreements.

Section 8: Seniority / Pools an Extra Boards.

A. Service from Beaumont to Livonia, Lafayette, Alexandria. A new pool shall be established at Beaumont with multiple away-from-home terminals.

B. Service from Beaumont to Houston. A new west pool shall be established at Beaumont with Houston as the away-from-home terminal.

C. Service from Beaumont to Hearne/Valley Junction. This service will be protected by the new west pool.

D. Beaumont Extra Board. The existing engineer extra board at Beaumont shall protect vacancies in this new Interdivisional Pool Freight Service, other miscellaneous service the board currently protects, as well as all other service previously protected by the DeQuincy extra board. The Carrier will have the right to eliminate the DeQuincy extra board.

E. Force Assigning. All new positions not filled by employees voluntarily, will be filled by force assigning the junior engineer not working as such in the Houston Hub.

Section 9: Repositioning Crews at the Away-From-Home Terminals

A. The highway miles shown below will govern when crews are repositioned/deadheaded between the following away-from-home terminals:

Alexandria – Lafayette	=	93 miles
Alexandria – Livonia	=	104 miles
Lafayette – Livonia	=	51 miles

B. The repositioning conditions set forth in this Section are restricted to the terminals listed above.

C. Article I,B,3,a of the Houston Hub Merger Agreement regarding repositioning crews from one away from home terminal to another will apply.

D. This is subject to the contained in, Side Letter No. I of the Houston Hub Agreement.

Section 10: Familiarization

To ensure proper familiarization and compliance with applicable FRA regulations, if any, employees new to the territory will be provided with a sufficient number of familiarization trips over territory where they are not currently qualified. Issues concerning individual qualification shall be handled with local operation officers. Employees will not be required to lose time or "ride the road" on their own time in order to qualify for these new operations. Pay will be made in the same manner as if the employee had performed service. If a dispute arises, concerning this process, it will be addressed directly with the appropriate Labor Relations Officer and the General Chairman.

Section 11: Hours of Service Relief

A. The provisions of Hours of Service Relief and the utilization of crews as set forth in the Livonia Interdivisional Agreement and the Houston Hub Merger Agreement for both the Houston east long pool and the DeQuincy Operation (short pools) will continue to apply with the exception the Beaumont extra board will replace the DeQuincy extra board.

Section 12: Mileage Regulation

Pools established by this Agreement shall be regulated in accordance with existing Agreements and practices.

Section 13: Beaumont/Amelia

A. Road crews at Beaumont may get or Leave their tuna at Amelia.

B. When west pool crews get or leave trains at Amelia, it will not change the road miles established in Section 1 of this Agreement. When east pool crews get or leave trains at Amelia, the Beaumont/Amelia road miles will be added to the trip mileage. The miles shall be both over and back as if in combination service.

C. This clause does not change the Beaumont Terminal limits.

Section 14: Held-Away-From-Home Terminal Payments

Crews covered by this Agreement receive continuous held-away-from-home terminal payments for all time held at the far terminal after the expiration of sixteen hours.

Section 15: Work Train/Turnaround Service

All unassigned work train and/or turnaround service operating out of Beaumont will be protected by the Beaumont extra board.

ARTICLE II

Section 1: Interim Pool and Extra Board Positions

A. On the date of implementation of this Agreement, the existing Beaumont Interim operation pool turns, the additional Interim operation extra board positions at Beaumont and any remaining extra board positions at DeQuincy will be abolished.

B. No less than fifteen (15) days prior to the date of implementing this Agreement, the new Beaumont short pool turns (east and west) along with all new additional Beaumont extra board positions will be advertised. Assignment of employees to the new positions will be made ten (10) days from the date of advertisement and the said employees so assigned will assume their new positions at 12:01 a.m. on the date of implementing the Agreement

Note: It is understood on the time and date of implementing this Agreement employees may already be on duty and/or at the away-from-home terminals. Those employees will assume their new positions upon final tie-up at the home terminal.

Section 2. With the advance advertisement of new positions, employees whose positions will be abolished under Section 1 above, will not be permitted to exercise their seniority over junior employees who are assigned to the new positions so advertised. Employees who desire the new positions must obtain such through the advertisement process set forth in Subsection I B above.

ARTICLE III

Section 1. - Subsequent to the implementation of this Agreement, employees who were occupying positions which were abolished as set forth in Article I, Section 1, of this Agreement and who as a result of this Agreement were required to change their place of residence DeQuincy to Beaumont is defined in National Agreements and Job Protection Agreements will be provided Interdivisional Income and Homeowner/Moving Expense Protection pursuant to the relevant National Agreement provisions.

ARTICLE IV

Section 1 - This Agreement will become effective on the date Carrier advertises the new positions as set forth in Article II, Section I B of this Agreement.

Section 2 – This Agreement is in compliance with the provisions set forth in the National Agreements.

Section 3 - Where in conflict with any other agreements, understandings, or practices the provisions of this Agreement will apply.

Imposed this 25th day of February 2000 in accordance with Article IX Arbitration in conjunction with the attached award.

Special Arbitration Board

PARTIES TO DISPUTE:

Brotherhood of Locomotive Engineers
(UP Southern General Committee Of Adjustment)
and
Union Pacific Railroad

STATEMENT OF CLAIM:

The Carriers proposed Terms and Conditions to be applied to interdivisional train service from a new home terminal at Beaumont, Texas does not conform to the requirements of Section 2-Conditions of Article IX of the Arbitrated 1986 BLE National Agreement.

Background

On August 17, 1998, the Carrier served notice, pursuant to Article IX of the Arbitrated 1986 BLE National Agreement, to establish inter-divisional train operations from a new home terminal at Beaumont, Texas to various away-from-home terminals. On December 3, 1998, the parties agreed to an Interim Beaumont Interdivisional Operation, without prejudice to either parties' position.

Following further negotiations, the parties were unable to reach agreement. Accordingly, the dispute was arbitrated On January 18, 2000.

Findings

The General Chairman has provided a well-reasoned brief which he expanded upon at the arbitration hearing. The General Chairman recognizes that, pursuant to Article IX and a long-line of Arbitral Awards the Carrier has the right to establish new interdivisional train service. However, he points out that Section 2-Conditions of Article IX requires that reasonable and practical conditions shall govern the establishment of train runs. Moreover, Section 2 provides flexibility in that it also states that the parties are "not limited to the guidelines. In summary, he contends that the Carrier has not properly recognized and given weight to certain circumstances unique to the BLE. Accordingly, he argues that these elements, as explained in his brief and as argued at the arbitration hearing, should be incorporated in the final Award.

I have carefully reviewed the position of both parties in this matter. The same Article IX notice became the subject for arbitration between the Carrier and the United Transportation Union. On November 26, 1999, Arbitration Board No. 570 (Arbitrator John B. Criswell) issued its Award. I have no basis for not abiding by the substance of that Award. Accordingly, as is customary in these matters, there is attached to this award an Agreement in the form of Terms and Conditions for final settlement of the dispute which is hereby imposed on the parties.

Dated this 25th day of February, 2000, at Arlington, VA.

Eckehard Muessig, Arbitrator

Arbitration Board No. 570

Union Pacific Railroad Company
and
United Transportation Union (GO577)

What conditions shall apply to interdivisional train operations radiating from a new home terminal at Beaumont, Texas? The Specific issues from Beaumont involve the following points:

1. Beaumont/Livonia
2. Beaumont/Lafayette
3. Beaumont/Alexandria
4. Beaumont/Houston
5. Beaumont/Hearne

The parties, having failed to reach an agreement on the establishment of interdivisional pool freight service runs from the new home terminal of Beaumont, Texas presented the question to this Arbitration Board established by the National Mediation Board.

There are extensive written presentations of record in this matter, outlining the history of the negotiations, an earlier agreement reached and turned down. Oral arguments were also heard.

The issues have been thoroughly reviewed, and, as is customary in these matters, there is attached an Agreement in the form of Terms and Conditions for final settlement of the issue and is hereby imposed.

Dated this 26th day of November, 1999, at Spring, Texas.

John B. Criswell, Arbitrator

Related Topics

- [Houston Hub Seniority](#)

- [Houston Hub Terminal Limits](#)

Longview Hub Pools

Zone 1 – Longview to Livonia Seniority District

Territory Covered: Longview to Livonia (not including Longview, Alexandria or Livonia).

The above includes all main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phrase “not including” is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals/points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

1. Pool freight operations between Longview and Livonia shall be protected by either a long pool or two short pools. The long pool shall operate Longview to Livonia with Longview as the home terminal. The short pool will consist of:
 - a. One pool operating Longview to Shreveport, with Shreveport as the home terminal, and
 - b. One pool operating Shreveport to Livonia, with Shreveport as the home terminal.

For the first 90-day period following implementation of this Agreement all pool freight operations shall be protected by the short pools. Thereafter, Carrier may advertise turns in the long pool at Longview as operational and business conditions warrant. Any engineers required to relocate to Longview as a result of the institution of long pool operations shall be covered by the relocation provisions of this Agreement.

2. Engineers in this pool will be provided lodging at the away from home terminal pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility.
3. Any road switcher/zone local or local service may be established to operate from any point to any other point within the seniority district pursuant to the designated collective bargaining agreement provisions. This provision is not intended to modify existing agreements currently in force, if any, which require maintenance of local service over certain specified territories.

4. At Longview, engineers called to operate pool freight service to Shreveport or Livonia may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Longview to their destination without claim or complaint from any other engineer. At Shreveport, engineers called to operate pool freight service to Longview or Livonia may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Shreveport to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one half ($\frac{1}{2}$) day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate. [See also: [Longview Hub "Other Operations"](#)]
5. All road switcher/zone local and yard assignments at Marshall, Reisor, Lewisville or Shreveport shall be protected by engineers from this seniority zone. Any such assignments, including irregular assignments (i.e., work train, wreck train, etc.) between Longview and Livonia (excluding Longview and Alexandria yards) shall be protected by engineers from this seniority zone.
6. All UP and SSW operations within the Shreveport terminal limits shall be consolidated into a single operation. For purposes of leaving or receiving road trains, the terminal limits of Shreveport shall be extended westward to include Reisor. The westward limits shall extend to Mile Post 323.8 on the UP Reisor Subdivision. Other Shreveport terminal limits remain unchanged. All existing yard assignments at Shreveport may be converted to road switcher/zone local assignments at the Carrier's option. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate the on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.
7. All rail lines, yards and/or sidings within or at Shreveport will be considered as common to all engineers working in, into and out of Shreveport.

[*Longview Hub, Article I, A*]

Zone 2 – Longview to Valley Jct. Seniority District

Territory Covered: Longview to Valley Junction (not including

Longview, Valley Junction or Hearne)
Big Sandy to Hearne (not including Hearne)

The above includes all main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phrase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals/points or from performing work at such terminals/points pursuant to designated collective bargaining agreement provisions.

1. All Longview-Valley Junction and Big Sandy-Hearne pool operations shall be combined into one (1) pool with Longview as the home terminal. Valley Junction/Hearne will serve as the away from home terminal. Engineers in this pool may operate between Longview/Big Sandy and Valley Junction/Hearne via any combination of former UP and SSW trackage between these points. Crews going on duty at Longview and taking charge of their trains at Big Sandy or leaving their trains at Big Sandy and going off duty at Longview will be paid full district miles between Longview and Valley Junction/Hearne.
2. Engineers in this pool will be provided lodging at the away from home terminal pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility.
3. Any road switcher/zone local or local service may be established to operate from any point to any other point within the seniority district pursuant to the designated collective bargaining agreement. This provision is not intended to modify existing agreements currently in force, if any, which require maintenance of local service over certain specified territories.
4. At Longview or Big Sandy, engineers called to operate pool freight service to Valley Junction/Hearne may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Longview or Big Sandy to their destination without claim or complaint from any other engineer. At Valley Junction/Hearne, engineers called to operate through freight service to Big Sandy/Longview may receive the train for which they were called up to twenty five (25) miles on the far side of the terminal and run back through Valley Junction/Hearne to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate. [See also: [Longview Hub "Other Operations"](#)]

5. All road switcher/zone local and yard assignments at Tyler, Troup, (Corsicana, Palestine or Big Sandy shall be protected by engineers from this seniority zone. Any such assignments, including irregular assignments (i.e., work train, wreck train, etc.) between Longview and Valley Junction (excluding Longview and Hearne) or Big Sandy and Hearne shall be protected by engineers from this seniority zone.
6. Tyler terminal limits shall be extended to include the UP Tyler Industrial Lead between Mile Posts 8.0 and 26.3 (end of track). Preexisting SSW Tyler Terminal limits remain unaffected. Upon implementation of this Agreement, Tyler will cease to function as a crew change location for through freight operations. Interchange rules are not applicable for intra-carrier moves within the terminal.
7. Any demarcation between former SP and 55W yards at Corsicana shall be extinguished and such yards shall be combined into a unified operation. Corsicana terminal limits shall extend between Mile Posts 208.0 and 211.0 on the SP Dallas Subdivision and to Mile Post 618.0 on the SSW Ennis Subdivision.
8. The terminal limits of Longview shall extend between Mile Posts 88.5 and 96.2 on the UP Dallas Subdivision and to Mile Post 1.9 on the UP Palestine Subdivision. The terminal limits of Big Sandy shall extend between Mile Posts 524.0 and 527.0 on the SSW Pine Bluff Subdivision and between Mile Posts 112.0 and 115.0 on the UP Dallas Subdivision.

[Longview Hub, Article I, B]

Zone 3 – Longview to Fort Worth Seniority District

Territory Covered: Longview to Ft. Worth (not including Mesquite or Ft. Worth or any stations between Mesquite and Ft. Worth)

Big Sandy to Dallas (not including Mesquite or Dallas or any stations between Mesquite and Dallas)

Texarkana to Sulphur Springs (end of track) via SSW Commerce Subdivision

The above includes all main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phrase “not including” is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals/points or from performing work at such terminals/points pursuant to designated collective bargaining agreement

provisions.

1. All Longview to Ft. Worth pool operations shall be combined into one (1) pool with Longview as the home terminal. Dallas/Ft. Worth will serve as the destination terminal. Engineers in this pool may operate between Longview and Ft. Worth via any combination of former UP or SSW trackage. Crews going on duty at Longview and taking charge of their trains at Big Sandy or leaving their trains at Big Sandy and going off duty at Longview will be paid full district miles between Longview and Ft. Worth.
2. Engineers in this pool will be provided lodging at the away from home terminal pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility.
3. Any road switcher/zone local or local service may be established to operate from any point to any other point within the seniority district pursuant to the designated collective bargaining agreement. This provision is not intended to modify existing agreements currently in force, if any, which require maintenance of local service due to certain specified territories.
4. Upon implementation of this Agreement, Mineola and Texarkana will cease to function as terminals for through freight operations and become stations en route.
5. At Longview or Big Sandy, engineers called to operate through freight service between Longview and Ft. Worth may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Longview or Big Sandy to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one half (½) day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate. [See also: [Longview Hub "Other Operations"](#) and ["Longview Hub Twenty-Five Mile Rule"](#)]
6. The terminal limits of Longview shall extend between Mile Posts 88.5 and 96.2 on the UP Dallas Subdivision and to Mile Post 1.9 on the UP Palestine Subdivision. The terminal limits of Big Sandy shall extend between Mile Posts 524.0 and 527.0 on the SSW Pine Bluff Subdivision and between Mile Posts 112.0 and 115.0 on the UP Dallas Subdivision.
7. All road switcher/zone local and yard assignments at Texarkana, Mt.

Pleasant, Longview or Mineola shall be protected by engineers from this seniority zone. Any such assignments, including irregular assignments (i.e., work train, wreck train, etc.) between Texarkana and Mesquite (excluding Marshall and Mesquite) or on the former SSW Commerce Subdivision between Texarkana and Sulphur Springs (end of track) will be protected by engineers from this seniority zone.

All UP and SSW operations within the Texarkana terminal limits shall be consolidated into a single operation.

9. All rail lines, yard and/or sidings at Texarkana will be considered as common to all engineers working in, into and out of Texarkana. All engineers will be permitted to perform all permissible road/yard moves pursuant to the designated collective bargaining agreement provisions. Interchange rules are not applicable for intra-carrier moves within the terminal.

[Longview Hub, Article I, C]

Longview Hub Twenty-Five Mile Rule

Zone 1: At Longview, engineers called to operate pool freight service to Shreveport or Livonia may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Longview to their destination without claim or complaint from any other engineer. At Shreveport, engineers called to operate pool freight service to Longview or Livonia may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Shreveport to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one half (½) day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.

Zone 2: At Longview or Big Sandy, engineers called to operate pool freight service to Valley Junction/Hearne may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Longview or Big Sandy to their destination without claim or complaint from any other engineer. At Valley Junction/Hearne, engineers called to operate through freight service to Big Sandy/Longview may receive the train for which they were called up to twenty five (25) miles on the far side of the terminal and run back through Valley Junction/Hearne to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.

Zone 3: At Longview or Big Sandy, engineers called to operate through freight service between Longview and Ft. Worth may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Longview or Big Sandy to their destination without claim or complaint from any other engineer. When so used, the engineer

shall be paid an additional one half (½) day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.

Other Operations: Engineers of both the Houston and North Little Rock/Pine Bluff Hubs have certain rights as defined in the Implementing Agreements for those hubs to receive their through freight train up to twenty five (25) miles on the far side of the terminal and run back through the terminal to their destination.

Hours of service relief of through freight trains originating at North Little Rock/Pine Bluff which have reached Lewisville or Texarkana or points beyond but which are not within the twenty-five (25) mile HOS relief zone described above, shall be performed by the first out rested away-from-home-terminal crew. Upon completion of such service, said crew shall be placed first out upon rest for service back to North Little Rock/Pine Bluff. HOS relief for trains which have not reached Lewisville or Texarkana shall be protected by engineers at North Little Rock/Pine Bluff.

Q&A's – Longview Hub 25-Mile Rule

- Q.2. Is it the intent of this agreement to use engineers beyond the 25-mile zone?
A.2. No.
- Q.3. What is intended by the words "at the basic pro rata through freight rate" as used in Article I.A.4, I.B.4 and 1.0.5?
A.3. Payment would be at the high (unfrozen) through freight rate of pay which is applicable to the service portion of the trip.
- Q.4. How will initial terminal delay be determined when performing service as outlined above?
A.4. Initial terminal delay for engineers entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when a crew operates back through the on-duty point. Operation back through the on-duty point shall be considered as operating through an intermediate point.
- Q.5. How is a crew, which received their train twenty-five (25) miles on the far side of the terminal as contemplated by Article I.A.B. or C. compensated?
A.5. When so used, the crew shall be paid an additional one-half (1/2) basic day for this service in addition to the district miles of the run. If the time spent beyond the terminal is greater than four (4) hours, they shall be paid on a minute basis at the basic pro rata through freight rate. Miles within the 25-mile zone shall not be added to the district miles of the run.
- Q.6. If a crew in the twenty-five (25) mile zone is delayed in bringing the train into the origin terminal so that it does not have time to go to the destination terminal, what will happen to the crew?
A.6. If the crew had operated back through the origin terminal, they will be transported to the destination terminal, unless emergency conditions prevent

such, and be paid district miles, overtime where applicable and a minimum of four (4) hours at the basic pro rata through freight rate.

- Q.7. In regards to Question 6 above. What happens if a crew in the twenty-five (25) mile zone is delayed and does not depart the origin terminal a second time?
- A.7. The crew will be released at the origin terminal and paid a basic day, including overtime when applicable, in addition to the minimum of four (4) hours at the basic pro rata through freight rate for working the 25-mile zone.
- Q.8. Does the time consumed beyond the terminal in the 25-mile zone count toward calculation of overtime for the service trip?
- A.8. The time spent operating in the 25-mile zone would not be used in the calculation of overtime. For example, an engineer whose total on duty time for the trip was 10 hours 25 minutes, and who spent 1 hour in the 25-mile zone, would calculate overtime, if any, based upon 9 hours and 25 minutes on duty time.
- Q.9. Is it the intent of this agreement to use engineers in the 25-mile zone if not qualified to operate on that territory?
- A.9. No. It is not the intent of this agreement to require engineers to operate against their will within the 25-mile zone if not familiar with such territory.
- Q.10. Do the 25-mile zone provisions, including the pay provisions thereof, apply to all engineers?
- A.10. These provisions apply equally to pre-1985 engineer, post-1985 engineers, and engineers hired/promoted subsequent to the provisions of this agreement.
- Q.11. Is the ½ day at the basic pro rata through freight rate for operating in the 25-mile zone frozen and/or is it a duplicate payment/special allowance?
- A.11. No, it is subject to future wage adjustments and it is not a duplicate pay/special allowance.

Other Operations

[Longview Hub, Article II, A]

Certain trackage within the Longview Hub (i.e., the trackage between Texarkana and Big Sandy via Mt. Pleasant) is coextensive with trackage contained in the North Little Rock/Pine Bluff Seniority District (Zone 1). Engineers from either of these seniority districts may operate over such coextensive trackage as set forth in this Article without claim or complaint from other engineers.

1. Pool freight service originating at Houston and destined for Longview and/or Shreveport, and pool freight service originating at Longview and/or Shreveport and destined for Houston shall belong to engineers of the Houston Hub.

2. Pool freight service originating at North Little Rock/Pine Bluff destined for Longview/Big Sandy and/or Shreveport, and pool freight service originating at Longview/Big Sandy and/or Shreveport destined for North Little Rock/Pine Bluff shall belong to engineers of the North Little Rock/Pine Bluff Hub.
3. Engineers of the Houston Hub have certain rights as defined in the Implementing Agreement for that hub to handle their own through freight trains between Longview and Marshall and between Shreveport and Marshall at times of main line service interruptions.
4. Engineers of the North Little Rock/Pine Bluff Hub have rights to operate over trackage between Marshall and Big Sandy in the handling their own through freight trains between North Little Rock/Pine Bluff and Longview/ Big Sandy. (Note: In the event operating conditions require operations from North Little Rock/Pine Bluff to Longview/Big Sandy via Shreveport, such runs shall terminate at Shreveport and thereafter be handled between Shreveport and Longview by engineers of the Longview Hub short pool.)
5. Engineers of both the Houston and North Little Rock/Pine Bluff Hubs have certain rights as defined in the Implementing Agreements for those hubs to receive their through freight train up to twenty five (25) miles on the far side of the terminal and run back through the terminal to their destination.
6. Hours of service relief of through freight trains originating at North Little Rock/Pine Bluff which have reached Lewisville or Texarkana or points beyond but which are not within the twenty-five (25) mile HOS relief zone described above, shall be performed by the first out rested away-from-home-terminal crew. Upon completion of such service, said crew shall be placed first out upon rest for service back to North Little Rock/Pine Bluff. HOS relief for trains which have not reached Lewisville or Texarkana shall be protected by engineers at North Little Rock/Pine Bluff.
7. Handling of the Winfield coal trains onto the SSW Commerce Subdivision west of Mt. Pleasant shall belong to engineers of the Longview Hub. Such coal trains shall be handled by extra board engineers at Texarkana from Texarkana to the unloading point and return, or by extra board engineers at Longview from Big Sandy to the unloading point and return.
8. When local, work, wreck, HOS relief, or other such road runs are called or assigned which operate exclusively within the territorial limits of one of the zones established in this Agreement, such service shall be protected by engineers in such zone. If such run or assignment extends across territory encompassing more than one zone, it will be protected by engineers in the zone in which such service is home terminated. For example, a local home terminated at Texarkana operating to/from Palestine would be protected by Zone 3 engineers.

9. Existing UP Mineola to North Little Rock, UP Texarkana to Palestine, SSW Pine Bluff to Tyler and SSW Tyler to Hearne ID runs will be suspended upon implementation of this Agreement.

Q&A's – Longview Hub Other Operations

- Q.1. When an engineer is used for hours of service relief at the away from home terminal pursuant to Article II.A.6 may he be used to provide relief for more than one train?
- A.1. No, when the engineer returns to the away from home terminal after performing hours of service relief (on only one train) he will stand first out when rested and he shall next be either deadheaded or perform actual service to the home terminal.

**Longview Hub Applicable Agreements
(Pool Operation Provisions)**

- A. All engineers and assignments in the territories comprehended by this Implementing Agreement will work under the Collective Bargaining Agreement currently in effect between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers dated October 1, 1977 (reprinted October 1, 1991), including all applicable national agreements, the "local/national" agreement of May 31, 1996, and all other side letters and addenda which have been entered into between date of last reprint and the date of this Implementing Agreement. Where conflicts arise, the specific provisions of this Agreement shall prevail. None of the provisions of these agreements are retroactive.
- B. All runs established pursuant to this Agreement will be governed by the following:
1. Rates of Pay: The provisions of the June 1, 1996 National Agreement will apply as modified by the May 31, 1996 Local/National Agreement.
 2. Overtime: Overtime will be paid in accordance with Article IV of the 1991 National Agreement.
 3. Transportation: 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.

4. Suitable Lodging: Suitable lodging will be provided by the Carrier in accordance with existing agreements.
5. Existing ID run provisions regarding overmile rate and meal allowances as contained in the current UP Texarkana to Palestine ID Agreement shall apply to the following through freight territories:
 - Longview - Valley Junction/Hearne
 - Longview - Fort Worth
 - Longview - Livonia
 - Shreveport - Livonia

Current (non-ID) Agreement rules shall apply to the Longview Shreveport short pool.

- 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.
- D. Except where specific terminal limits have been detailed in the Agreement, it is not intended to change existing terminal limits under applicable agreements.
- E. Actual miles will be paid for runs in the new Longview Hub. Examples are illustrated in Attachment "B" [below]

[Longview Hub, Article V]

Attachment "B"

Mileages of Runs

From/To Terminals

Longview to Livonia	260
Longview to Shreveport	BASIC DAY
Shreveport to Livonia	202
Longview to Valley Junction	176
Longview to Hearne via Big Sandy	210
Longview to Ft. Worth	159

All mileages shown are approximations and are subject to final verification. [Longview Hub, Attachment B]

Longview Hub Savings Clause

Nothing in this Agreement will preclude the use of any engineers to perform work permitted by other applicable agreements within the new seniority districts described herein, i.e., yard engineers performing Hours of Service Law relief within the road/yard zone, ID engineers performing service and deadheads between terminals, road switchers handling trains within their zones, etc. [*Longview Hub, Article IX, B*]

San Antonio Pools

Pool and Other Road Operations [*San Antonio Hub, Article III, Section A*]

Existing UP and SP pool freight operations in the San Antonio Hub shall be restructured. Where multiple routes exist between terminals the pools may operate over any and all routes or combination of routes as part of their assignments. Pools identified with a “/” between them such as Taylor/ Hearne have multiple away from home terminals with crews being tied up- at either location. The following shall govern such operations.

1. Operations with home terminal at Del Rio shall be run as and governed by the following:
 - a. Del Rio-Alpine shall be run as a single pool.
 - b. Work between Del Rio - Eagle Pass (both directions) shall be handled by the Del Rio extra board. If exhausted then the next source of supply will be a San Antonio Engineer at the away from home terminals of Eagle Pass and/or Del Rio. The pool employee performing this service shall at its completion be worked or deadheaded home.
2. Pool(s) with home terminal at San Antonio shall be run as and governed by the following:
 - a. Pool freight service between San Antonio and Del Rio/ Eagle Pass shall be one pool with multiple away from home terminals.
 - b. San Antonio-Kingsville/Corpus Christi shall be one pool with multiple away from home terminals.
 - c. San Antonio-Taylor/Hearne shall be one pool with multiple away from home terminals.
 - d. San Antonio-Houston shall be one pool.
 - e. San Antonio-Glidden/Bloomington (including Coletto Creek and Victoria) shall be one pool with multiple away from home terminals.
 - f. San Antonio-Laredo shall be one pool.

3. Pool(s) with home terminal at Smithville shall be run as and governed by the following:
 - a. Smithville-San Antonio/Taylor/Hearne shall be one pool with multiple away from home terminals. This pool may handle traffic between Hearne and LCRA via Giddings with crews being taken to Smithville for tie up when leaving the train at LCRA.
 - b. Smithville-Bloomington (including Coleta Creek and Victoria)/Glidden/Houston (including HL&P)/Galveston/Angelton/LCRA shall be one pool with multiple away from home terminals.
 - c. If either pool in a or b above fall below four turns then the Carrier may combine the pools with a ten day notice.
4. Pool(s) with home terminal at Georgetown shall be run as and governed by the following:
 - a. Within the Hub engineers may travel to any point, but no further than one tour of duty away from the home terminal. For example, they would not go to San Antonio, tie up for rest and then go to Laredo. They will tie up at the home terminal after the second tour of duty. They could take aggregate cars/trains to another point towards their home terminal, however, the aggregate cars do not need to go all the way to the home terminal. For example, If in the first tour of duty they took a train to San Antonio, on the second tour they could take an aggregate train to New Braunfels and deadhead on to Georgetown.
 - b. They can deliver aggregate trains to any regular pool service point, i.e., San Antonio, Taylor, Smithville, and Hearne and pick up aggregate trains from any of these points. For example, a Georgetown crew can take an aggregate train to Smithville and a Smithville crew will take it to Angelton. Upon return of the empties to Smithville a Georgetown crew could pick it up there or Smithville could take to Taylor for a Georgetown crew to handle to the quarry. If there is a rested available Georgetown crew at Smithville they would be used first back to Georgetown.
 - c. Outside the hub an engineer can take aggregate trains to points up to and including Waco, Palestine, Corsicana, Houston, and Cleveland on the trackage rights. (Houston refers to points in the Houston area currently receiving aggregate trains.
 - d. Employees assigned to this(these) pool(s) are not restricted in the number of times they may operate/work into or out of Georgetown or any other location. Employees assigned to this(these) pool(s) may handle/operate more than one aggregate train during a tour of duty in accordance with the provisions of 4(a) above.
5. Pool(s) with home terminal in the New Braunfels area shall be run as and governed by the following:

- a. Within the Hub engineers may travel to any point, but no further than one tour of duty away from the home terminal. For example, they would not go to Gardendale, tie up for rest and then go to Laredo. They will tie up at the home terminal after the second tour of duty. They could take aggregate cars/trains to another point towards their home terminal, however, the cars do not need to go all the way to the home terminal. If the first tour of duty they took an aggregate train to Flatonia, on the return trip they could leave the aggregate train at San Antonio and deadhead on to New Braunfels.
- b. They can deliver aggregate trains to any regular pool service point, i.e., San Antonio, Taylor, Smithville, and Hearne and pick up aggregate trains from any of these points. For example a New Braunfels crew can take an aggregate train to Smithville and a Smithville crew will take it to Angelton. Upon return of the empties to Smithville a New Braunfels crew could pick it up there, or Smithville could take to New Braunfels and deadhead on into San Antonio. If there is a rested and available New Braunfels crew they would be used first back to New Braunfels.
- c. Outside the hub an engineer can take aggregate trains to points up to and including Waco and Navasota.
- d. Employees assigned to this(these) pool(s) are not restricted in the number of times they may operate/work into or out of New Braunfels or any other location. Employees assigned to this (these) pool(s) may handle/operate more than one aggregate train during a tour of duty in accordance with the provisions of 5(a) above.

NOTE 1: Nothing in 4 and 5 above precludes using crews in turnaround service in one tour of duty or of being deadheaded home after one tour of duty.

NOTE 2: The pools in 4 and 5 are aggregate pools and it is not intended that they be used in non aggregate service. Aggregates are the various rock type products loaded in the Austin Sub area. It is immaterial as to the size of the aggregates.

NOTE 3: Georgetown pools will handle the aggregate business North of Austin (including) and the New Braunfels area pool will handle the aggregate business North of San Antonio up to but not including Austin.

NOTE 4: In A, 1- 5 above, where sufficient miles are not run to warrant a pool, the protecting extra board shall be used until sufficient miles exist to establish a pool.

NOTE 5: There are several loading points in the New Braunfels area and the on duty location has not been developed as of the signing of this Agreement. When it is developed then the Carrier will designate the exact location.

Mexico Bridge Agreement (Amended)

RECITALS:

(1) The carriers contemplate entering into an agreement with respect to the delivery or receipt of export and import traffic of the carriers to and from the National Railways of Mexico at Laredo, Texas.

- (A) Four certain Tex-Mex tracks, Nos. 1 and 4, and certain crossover tracks and connecting tracks appurtenant thereto and required to be used in connection with service to be performed pursuant to this Agreement, said tracks being intermediate, on the south, a point on and near the middle of the International Bridge which is the U.S.-Mexican boundary line and, on the north, the south line of Farragut Street. Also, the so-called Mexico House Track, Leon Sand Spur - Tracks 1 and 2 - and Zachry Spur, leading from the Mexico House Track. [*Amended by Dec. 1, 1971 Memorandum of Agreement*]
- (B) That section of Missouri Pacific Railroad's so-called Depot Tracks Nos. 1 (to include East House track), 2, 3, and the Old House Track, which is adjacent to and parallel to Depot Track No. 3 will hereinafter be referred to as Missouri Pacific Railroad's freight forwarding tracks. [*Amended by Dec. 1, 1971 Memorandum of Agreement*]
- (C) That section of the Missouri Pacific Railroad's lower yard track Nos. 3, 4, 5, and 6 will hereinafter be referred to as the Missouri Pacific Railroad's receiving tracks. It is understood that, in delivering cars to these tracks, Track No. 6 will first be filled to capacity as near as practicable, then Tracks 5, 4, and 3 in that order. [*Amended by Dec. 1, 1971 Memorandum of Agreement*]

NOTE: It is agreed that hold, bonded, and bad order cars may be placed on the south lead and Track No. 6 and subsequently removed by the Texas Mexican Railway during their hours of making interchange. [*Amended by Dec. 1, 1971 Memorandum of Agreement*]

Section 1. Tex-Mex yard crews will perform the service as hereinafter described between the hours of 12:00 midnight and 2:00 P.M.; IGN yard crews will perform the service as hereinafter described between the hours of 2:00 P.M. and 12:00 midnight.

- (A) The transportation over the Tex-Mex Tracks, described in 2(A) of Recitals, to tracks of the National Railways of Mexico, located on the International Bridge at and south of the U. S. Mexican Boundary Line of all cars brought to and placed on Tex-Mex Tracks, described in 2(A) of Recitals, for interchange from Tex-Mex Company to said National Railways of Mexico.
- (B) The transportation from IGN Freight Forwarding Tracks and thence over the Tex-Mex Tracks, described in 2(A) of Recitals, of freight cars to National Railways Tracks for interchange from IGN to National Railways.

- (C) The transportation from National Railways Tracks onto the Tex-Mex Tracks, described in 2(A) of Recitals, of freight train cars for interchange from National Railways (1) to Tex-Mex Company and (2) to IGN, and the switching and separation of said cars on Tex-Mex tracks, described in 2(A) of Recitals, into the following separate groups or cuts; namely:
- (a) cars for delivery to IGN on IGN Freight Receiving Tracks
 - (b) cars for delivery to Tex-Mex Company at some suitable location on Tex-Mex tracks, described in 2(A) of Recitals.
 - (c) cars of both IGN Company and Tex-Mex Company for delivery to South Section of IGN Fumigation Tracks, and
 - (d) cars where the party to whom delivery is to be made is unknown, which shall be placed at a suitable location on Tex-Mex Tracks, described in 2(A) of Recitals, until party to whom delivery is to be made is determined.
- (D) The transportation of the cars referred to in (C) next above, following their separation as in said (C) provided shall be as follows:
- (1) cars for delivery to IGN shall be placed on IGN Freight Receiving Tracks.
 - (2) cars for delivery to Tex-Mex Company shall be placed on Tex-Mex Tracks, described in 2(A) of Recitals.
 - (3) cars for delivery to U. S. Fumigation Plant shall be placed on South Section of IGN Fumigation Tracks, and when fumigation is completed and cars released shall be transported to the tracks, referred to in (1) or (2) of this (D), of the party to whose line the car or cars is or are destined at Laredo, Texas.
- In the event southern access to the South Section of I-GN Fumigation tracks is obstructed, yard crews shall have the right temporarily to operate to and from the South Section of IGN Fumigation Plant via IGN Lower Yard Track No. 5 (comprising part of IGN Freight Receiving Tracks) and via the North Section of IGN Fumigation Tracks until such obstruction is removed.
- (4) When it shall have been determined to what party any car or cars referred to in (d) or (c) of this Section is or are to be delivered, said car or cars shall be transported to the tracks, referred to in (1) or (2) of this (D), of the party to whose line the car or cars is or are destined at Laredo, Texas.
- (E) The transportation of passenger train cars from or to National Railways Tracks over Tex-Mex Tracks described in 2(A) of Recitals and/or any tracks in International-Great Northern Railroad Company covered by this agreement.

Section 2. Yard and engine men of the respective carriers deprived of service in violation of this agreement will be paid for time lost.

Section 3. It is agreed that the Tex-Mex and the I-GN will each maintain three yard crews in each 24-hour period, six days per week, for a period of four years from the effective date of this agreement.

Section 4. The employes of the Tex-Mex covered by this agreement will be afforded the protection as set forth in conditions 4 to 9, inclusive, in Oklahoma Railway Company, Trustees Abandonment, 257 I.C.C. 177, (197-201). This is without prejudice to the position of either party as to the proper application of the conditions set forth in Oklahoma Railway Company, Trustees Abandonment, 257 I.C.C. 177, (197-201).

Section 5. This agreement is without prejudice to the position of either party as to the proper application of the rules governing starting time on the Texas Mexican Railway.

Section 6. This agreement shall become effective on the date the joint operations as referred to in the opening section of this agreement are commenced and will remain in effect until changed or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Laredo, Texas, this 8th day of December, 1950 *and amended on December 1, 1971.* [CBA Addendums, B-3, Pages 63-64]

CCTA Interchange Agreement

Interchange Agreements between Carrier members of the CCTA [Corpus Christi Terminal Association] and their employes represented by the Brotherhood of Locomotive Engineers, effective May 1, 1957, and November 12, 1960, are cancelled, and the following will govern the handling of interchange in Corpus Christi.

Four tracks immediately on the north side of lift bridge will be used as common interchange yard. Traffic to be interchanged to connecting line will be separated from CCTA traffic prior to movement to common interchange yard. CCTA Yardmaster will designate track to be used; such track will be filled to capacity before double-over is made. If the track will not hold the interchange, double-over may be made by making separation of CCTA and connecting line tonnage to keep blocks intact. Crews receiving interchange will not be required to perform switching other than that necessary to put their own blocks together. CCTA will block cars for receiving roads when making interchange.

Traffic between T&NO and Tex-Mex will be interchanged in the joint T&NO Tex-Mex yard. During Tex-Mex and T&NO operation of CCTA, MoPac will place their south side port traffic and MoPac traffic for Hughes-Tancahua industrial area on Hughes Street track. The Carrier will be permitted to make yard-to-yard deliveries of traffic only to meet shippers' requirements involving perishables, livestock, and rush cars. In the event a question arises concerning this operation, the parties agree to promptly meet and properly adjust the matter in keeping with this agreement. These trips will be in addition to regular interchange.

This agreement is effective November 18, 1960, and will remain in effect until cancelled or changed in accordance with provisions of the Railway Labor Act, as amended.

Signed at Houston, Texas, this 12th day of April, 1961.[CBA Addendums, F-1, Page 162]

Terms and Conditions of Pool Operations
[San Antonio Hub, Article III, Section B]

The terms and conditions of the pool operations set forth in Article III A. 1-5 above shall be the same for all pool freight runs whether run as combined pools or separate pools except as set forth in 12 below. The terms and conditions are those of the designated collective bargaining agreement as modified by subsequent national agreements, awards and implementing documents and those set forth in this Agreement.

1. The parties shall prepare a mileage chart which shall be used for service between the points therein.
2. When Section 1 of the September 19, 1997 letter agreement expires on December 31, 1999, overtime will be paid in accordance with Article IV of the 1991 BLE National Agreement, except for the San Antonio - Houston pool and the Del Rio- Alpine pool. The pre existing overtime rule for those pools shall remain for employees hired prior to implementation and employees hired after that date shall be paid overtime in accordance with the National Rules governing same and in the same manner previously paid on the UP prior to the merger.
3. Transportation will be provided in accordance with Section 2(c) of Article IX of the May 19, 1986 BLE National Agreement.
4. Meal allowances and eating en route will be governed by Section 2(d) and Section 2(e) of Article IX of the May 19, 1986 BLE National Agreement, as amended by the 1991 BLE National Agreement.
5. Crews may use and/or operate over any route or combination of UP and former SP trackage between their initial and final terminal.
6. There are no train length limitations and no work event restrictions other than those contained in the National Agreements, Awards and implementation Documents.
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.
8. Overmiles shall be paid at the same rate paid for overmiles in the Houston - Livonia ID run.
9. Engineers that tie up at Taylor shall not remain at Taylor for more than 24 hours without being worked back to San Antonio either direct or via Hearne or deadheaded direct to San Antonio.
10. Regulation of current pools shall continue to be regulated in the same manner as pre merger for the prior right period, except the San Antonio -Taylor/Hearne pool shall be regulated under the provisions of the selected CBA. When regulating "in the same manner", those pools coming under the 130 mile basic day will have

their regulation adjusted to reflect the change in the basic day. The parties will meet during the prior right period to develop a common regulating factor for the Hub.

11. Employees called to a destination shall be paid to that destination and movement to another destination shall only be in accordance with the repositioning provisions in Section C below.

EXAMPLE: A crew is called to go from San Antonio to Hearne and expires on the hours of service at Taylor. CMS cannot change the call to Taylor and avoid payment to Hearne. The crew would be paid the miles to Hearne and repositioning back to Taylor if actually tied up at Taylor.

12. The same conditions shall apply to the aggregate pools in 4 and 5 except all miles worked in excess of the miles encompassed in the basic day shall be paid at the road switcher rate and overtime will be paid based on miles run; however in any case no later than 12 hours and for time in excess of 12 hours until reaching their off duty point. For Example, if the road switcher rate is \$147/day then the first 100 miles is paid \$147 and overmiles shall be paid \$1.47 per mile.

Calling Times

Pools and extra boards with a home terminal at San Antonio shall have a two hour call and pools with a home terminal at other locations shall retain their current call provisions. Extra boards at other locations shall have an hour and one-half call.

Repositioning of Crews at AFHT *[San Antonio Hub, Article III, Section C]*

The following conditions shall apply for repositioning crews from one away from home terminal to another at the following locations: Eagle Pass-Del Rio; Taylor-Hearne; Kingsville-Corpus Christi and Houston - Galveston - Angelton.

1. Crews may be deadheaded prior to tie-up after the initial trip unless the tie-up is an Hours of Service tie-up, or the deadhead is not started within the twelve hour period.

EXAMPLE: A crew runs from San Antonio to Eagle Pass. It can be deadheaded from Eagle Pass to Del Rio for tie-up at Del Rio following its original trip from San Antonio provided the Hours of Service is not reached before departing in the Van.

2. Crews may also be deadheaded after tie-up and rest after the initial trip, however an engineer will not be tied up for rest twice at different away from home terminals, unless it is due to a call and release caused by an emergency situation or Act of God.

EXAMPLE: A crew runs from San Antonio to Eagle Pass. After rest, it may be deadheaded from Eagle Pass to Del Rio for a trip from Del Rio to

San Antonio, but will not be tied up for rest again at Del Rio before being called on duty.

3. Crews will not be deadheaded by train from one away-from-home terminal to another away-from-home terminal.
4. Once deadheaded between two away-from-home terminals, an employee will not be deadheaded back unless the return trip is part of a combination deadhead/service trip towards the home terminal, except in an emergency situation such as a flood or derailment. If not in combination service then the second deadhead shall be paid a basic day.

EXAMPLE: An employee deadheaded from Taylor to Hearne after a trip to Taylor may on a return trip to San Antonio be used in combination deadhead/service back through Taylor. However, an employee deadheaded from Hearne to Taylor after a trip to Hearne, will not be deadheaded back to Hearne.

5. The miles paid shall be the actual direct highway miles between the two away from home points unless time is greater, and then they shall be paid the greater amount. Time consumed shall be calculated from time relieved at the original destination. Payment shall be at the basic pro rata through freight rate, separate and apart from the service trip.
6. The National Agreements permit an employee deadheading into a terminal to take a train out of that terminal (without a break in service) without creating a runaround. As such the provisions of this rule do not create a runaround.

Twenty-Five Mile Rule

[*San Antonio Hub, Article III, Section D*]

At all home and away from home terminals, both inside and outside the San Antonio Hub, pool crews may receive their train up to twenty-five (25) miles on the far side of the terminal and run on through to the scheduled (destination) terminal. Crews shall be paid an additional one-half (1/2) basic day for this service in addition to the miles run between the two terminals. If the time spent in this zone is greater than four (4) hours, then they shall be paid on a minute basis. This payment shall be at the pro rata through freight rate.

EXAMPLE: A Del Rio - Alpine crew receives their westbound train fifteen (15) miles east of Del Rio and runs to Alpine. They shall be paid the actual miles established for the Del Rio - Alpine run and an additional one-half basic day for handling the train from the point fifteen (15) miles east of Del Rio back through Del Rio.

See also: [Q&A's on 25-Mile Rule](#)

Hours of Service Relief

[*San Antonio Hub, Article III, Section E*]

Except as provided in **(D)** above and in **NOTE 1** below, hours-of-service relief at both home and away from home terminals shall be handled by extra boards, if available, prior to using pool crews in turn around service. Engineers used for this service may be used for multiple trips/dog catches in one tour of duty. Extra boards may handle this service in all directions out of a terminal.

NOTE 1: At Laredo, if a pool crew is rested and available, it shall be used ahead of the extra board, paid actual miles run with a minimum of a basic day and be placed first out after rest for a return trip to San Antonio.

NOTE 2: Nothing in this **Article III (D) and (E)** prevents the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing hours-of-service relief within road/yard zone(s), pool crews performing through freight combined service/deadheads between terminals, road switchers handling trains within their zones and using an engineer from a following train to work a preceding train.

Establishment of Pools, Locals, TSE's or Work Train Service

[San Antonio Hub, Article III, Section F & G]

Any local, work train, or road switcher service may be established pursuant to the controlling collective bargaining agreement to operate from any point inside the Hub to any other point within or outside the new seniority district with the on duty point being within the San Antonio Hub except as provided in of **Article 1, C**.

New pool operations not covered in this implementing Agreement between Hubs or one Hub and a non-merged area or within a Hub will be handled per Article IX of the 1986 National Implementation Award.

The different pools identified in this agreement may be established individually or in groups. If not established at time of implementation they shall be established upon ten days written notice to the General Chairman. Existing pools will remain in place until replaced by new pools. *[San Antonio Hub, Article III, Section J]*

San Antonio Hub Bump Rule

[San Antonio Hub, Article III, Section I]

Employees with displacement rights exercising in pool freight service shall place into the pool at the home terminal in the position occupied by the junior engineer at which time the junior pool freight engineer will be removed. If such junior pool freight engineer is on-duty, or at the away-from-home terminal; the senior engineer shall be placed last out and such junior engineer will be removed from the pool following his/her subsequent tie-up at the home terminal. The Organization may cancel this rule at the end of the six year New York Dock period upon giving the General Director Labor Relations a 30 day written notice. Upon cancellation the CBA rule in affect on the day prior to implementation of this agreement shall be reinstated.

Q&A's - Pool Operations

- Q16. How will the crews know the miles of the new assignments?
A16. The parties will meet and review the mileage and a chart will be given to timekeeping, Local Chairmen and posted at various locations.
- Q17. Will existing pool freight terms and conditions apply on all pool freight runs?
A17. No, the terms and conditions set forth in the surviving collective bargaining agreements and this document will govern.
- Q18. If trains destined to HL&P are not fully delivered by Smithville or San Antonio crews, which crews shall be used to complete the delivery?
A18. If the trains have passed Glidden or Sealy then Zone 4 crews will be used. If not past those points either combination dead head/service crews from Smithville or San Antonio.
- Q19. Will the 25 mile zone apply while an engineer is in non Hub areas or other Hubs (AFHT) that do not have a similar reciprocal agreement?
A19. No.
- Q20. If an engineer picks up his/her train in the 25 mile zone and runs on back through the terminal will the engineer be paid the additional road miles from the terminal limit back through the terminal. For example at San Antonio if a crew normally picks up its train at Kirby yard for a run to Houston and picks it up ten miles west of San Antonio it will travel additional miles in the terminal to Kirby yard before it starts on the second leg of their trip.
A20. The engineer may claim the additional miles as part of their second leg if they so elect, however they must understand that it may impact their overtime calculations. At smaller terminals the distance is not such a factor and will not be claimed.
- Q21. Does Article III, E, require the Carrier to use an extra board engineer to perform hours of service relief prior to using a pool freight engineer in straight away combination deadhead/service to handle the train?
A21. No, the language in E and the NOTE thereto permit the Carrier to use either engineer depending on the needs of service.
- Q22. If after the Hub is implemented, the Carrier desires to begin new pool operations that will operate in two Hubs, how will equity be determined?
A22. If, for example, the Carrier wanted to begin service between Austin and Palestine, it would serve an Article IX notice on the Organization and would meet with them to discuss the conditions of the service and the seniority issues involved therein.
- Q23. How will an engineer be paid who is used in the twenty-five mile zone to obtain a train, brings the train into the original on-duty terminal (now an intermediate point) and then deadheaded on to the far terminal because of insufficient time to continue with the train?
A23. The engineer will be paid under the twenty-five mile provisions for the work in that Zone and deadheaded in combination deadhead/service. For example on a run of 190 miles, if an employee worked 8 hours in the 25 mile zone and then deadheaded on to the far terminal they would be paid 8 hours plus 190 miles.

- Q24. Is it the intent of this agreement to use crews beyond the 25 mile zone?
A24. No.
- Q25. In Article III D, is the 1/2 basic day for operating in the 25 mile zone frozen and/or is it a duplicate payment/ special allowance?
A25. No, it is subject to future wage and COLA adjustments and it is not a duplicate payment/special allowance.
- Q26. How is a crew paid if they operate in the 25 mile zone?
A26. If a pre-October 31, 1985 engineer is transported to it's train 10 miles east of Del Rio and he takes the train to Alpine and the time spent is one hour East of Del Rio and 10 hours between Del Rio and Alpine with no initial or final delay earned, the engineer shall be paid as follows:
- A. One-half basic day for the service East of Del Rio because it is less than four hours spent in that service.
 - B. The road miles between Del Rio and Alpine.
 - C. Since engineers do not go on overtime on this run in the ten hour running time no overtime is earned.
- Q27. Are miles in the 25 mile zone added to the district miles of the run?
A27. No and time spent in the zone does not factor into the computation of overtime; however, if the time spent within the zone, if factored into the computation of overtime, would produce road overtime earnings for the tour of duty in excess of the minimum four (4) hour payment, the higher overtime earnings would apply in lieu of the minimum four hour payment.
- EXAMPLE:** An engineer on a 130 run works 6 hours in the 25 mile zone and 7 hours completing their trip to the far terminal. The engineer shall compute his/her time in two ways:
- 1. 6 hours at straight time in the 25 mile zone and 130 miles for the 7 hours (straight time) on the 130 trip; or
 - 2. 13 hours on duty for a 130 mile trip, eight hours at straight time and 5 hours overtime;
- And shall be paid the greater amount.
- Q28. Would a post October 31, 1985 engineer be paid the same?
A28. In this case yes, however, the overtime divisor should be looked at separately for each run and individual. The controlling CBA should be referred to.
- Q29. How will initial terminal delay be determined when performing service as outlined above?
A29. Initial terminal delay for crews entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when the crew operates back through the on duty point. Operation back through the on duty point shall be considered as operating through an intermediate point and

crews may perform work only in connection with their own assignment at the intermediate point.

- Q30. If an engineer works ten hours in the twenty-five mile zone and is then deadheaded to the far terminal, how shall they be paid?
- A30. Eight hours straight time and two hours overtime in addition to the payment for being deadheaded in combination service to the far terminal.
- Q31. If the away from home terminal is outside this Hub will the 25 mile zone rule apply?
- A31. If the away from home terminal is in a Hub that also has a 25 mile zone rule then this rule will apply for San Antonio engineers while at the away from home terminal. If the away from home terminal is in a Hub or non merged area that does not have a similar rule then the rule will not apply while at that away from home terminal.
- Q32. Where is the 25 mile zone measured from?
- A32. The same terminal limits as used by yard crews in their road/yard zone.
- Q33. There are several other non pool operations that currently exist that are not mentioned in this agreement, what happens to them at time of implementation?
- A33. Those assignments will come under the surviving CBA provisions and those of this agreement. They will continue to operate unless abolished or changed in accordance with the provisions for doing so. Engineers will not have a displacement right due to coming under the surviving CBA provisions. The fact that they are not mentioned does not mean that they cease to exist.

OG&E Coal Trains

Fort Gibson, Oklahoma

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.

Signed August 11, 1976

DEADHEADING, TRANSPORT & AUTO

DEADHEADING

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.

NOTE: Following the 1986 Arbitrated National Agreement an Informal Disputes Committee met to address certain issues and interpretations concerning the agreement. One in particular asked the question, "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?" This question referred to an engineer that was deadheaded out of his/her home terminal to the away-from-home-terminal, then put on a train to return to the home terminal in continuous service even though there were rested engineers at the away-from-home-terminal. The answer given, in spite of first-in/first-out rules was, "No"; there was no run around as long as the engineer performing the service was 'notified' properly that he/she would be so used when originally called. [*Issue No. 12, Informal Disputes Committee, May, 1986*]

Section 2 — Payment For Deadheading Separate From Service

When deadheading is paid for separate and apart from service:

(a) For Employees whose seniority in engine/train service precedes November 1, 1985

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 Employees whose seniority date in engine/train service is after November 1, 1985

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).

Section 3 — Applications

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

Examples Of Application Of Deadhead Rule

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.

Post-85 Employees

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 [as the basic day increases to 130 miles per day].

Related Topics

- [Safety Audits of Crew Transportation](#)

First Out Crew Will Deadhead

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. [?]

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. See also: [\[First Out Crew Called to Deadhead\]](#)

Relieving Engineman on Outside Run

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. [*Labor Bulletin No. 29, June 30, 1931*]

Bumped at Outside Point

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.

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. [Rulings Adopted By The General Committee of Adjustments, No. 11, November 20, 1959]

Comment [WRS1]: Gil, left note to make a decision on this language or that of Laying Off at Outside Point when we get to it.

Related Topics

- [Guaranteed Extra Boards – Outlying Points](#)

Deadheading Home On Lay-Over Days

Engineers regularly assigned to runs with lay-over away from home will be relieved from any service on lay-over days and furnished transportation home upon request. If held for service on lay-over days and not used they will be allowed one day's pay at rate for class of service regularly assigned to for each day held. [CBA Addendums, E-1, Page 138]

CAR MILEAGE AGREEMENT

Engineers using their personal automobiles at the request of the Company will be allowed the prevailing rate per mile car allowance for the distance in highway miles traveled. [CBA, Mileage Agreement, May 22, 1991]

Original Language –

MILEAGE AGREEMENT

May 22, 1991

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

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.

AVONDALE TRAVEL TIME RULES

IT IS AGREED:

The following will govern when calling engineers at New Orleans(Avondale to fill vacancies at outlying points):

1. Extra engineers will be called with sufficient travel time and may be called to deadhead via personal automobile.

NOTE: Extra engineers who do not desire to use their personal automobiles for deadheading will notify the Carrier at least 48 hours in advance in writing and they will continue to be deadheaded by freight train, bus, etc.

2. The following amount of travel time will be given in addition to regular calling time:

Donaldsonville - 1 hour
Addis - 1-1/2 hours
Alexandria - 3-1/2 hours

Regular engineers and extra engineers will be given the same one and one-half hour call in addition to travel time.

3. Engineers will be allowed to report by phone or in person the same length of time as travel time.

EXAMPLE: Engineer ties in at Addis, Louisiana, at 3:00 p.m., and notifies proper authority at New Orleans that he tied up at 3:00 p.m. He can be marked up no sooner than 4:30 p.m. to be rested and available for service at 12:30 a.m. at the earliest.

4. The engineer authorized to use his personal automobile to deadhead under the terms of this agreement will be paid the prevailing rate (presently 9 cents per mile), and will be covered by the provisions of the National Agreement signed March 10, 1969 - Off-Track Vehicle Insurance.

If an engineer has car trouble after accepting call, he will not be censured if he notifies the proper authority as soon as possible. Memorandum of Agreement dated Aug. 4, 1945, is applicable to engineers laying off, marking up, etc (page 113, Agreement Book.)

The above agreement signed this first day of September, 1981, may be cancelled by either party service ten (10) days' written notice on the other. [*CBA Addendums, G-1, Page 185*]

TRANSPORTATION

Transport at Other Than Fixed On/Off Duty Points

When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for that assignment and such point is not within reasonable walking distance of the on and off duty point, the carrier shall authorize and provide suitable transportation for the crew. "Suitable transportation" is defined as: carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

Related Topics

- [Transportation - Road](#)
- [Transportation – Multiple Away-From-Home-Terminals](#)

Added Comment-

All of the merged hubs within the jurisdiction of this agreement provide for engineers to be transported to/from their designated on/off duty point to/from their train(s). "Suitable transportation" is defined as that which "includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation". This applies at both the home terminal and away-from-home-terminal of all runs, except as noted below for runs with multiple away-from-home terminals (AFHT's).

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. Reference: [*Houston Hub, Zones 1 & 2, Attachment F, Section 4 & Zones 3, 4 & 5, Article III, B, 3*]; [*DFW and San Antonio Hubs, Article VI, B*]; [*Longview Hub, Article V, B*]

Deadheading engineers by train is generally, if not specifically, prohibited in each merger agreement. Engineers tied up under the Hours of Service will not be deadheaded by train except in extreme cases of emergency [See [Hours of Service Commitment](#)]. At points where multiple AFHT's exist in a pool the Carrier is expressly prohibited from repositioning crews between the away-from-home points by train. The only acceptable exception is when extreme and unusual weather conditions would make it unsafe or even hazardous to transport or deadhead engineers in a passenger carrying motor vehicle or taxi.

[*Houston Hub, Zones 1 & 2, Attachment F, Section 4*]

[*Houston Hub Zones 3, 4 & 5, Article III, B, 3*]

[*DFW Hub, Article VI, B*]

[*San Antonio Hub, Article VI, B*]

[*Longview Hub, Article V, B*]

Multiple Away-From-Home-Terminals

Added Comment-

There are several runs established in the UP/SP Merger negotiations in the DFW, San Antonio and Houston Hub that have multiple away-from-home terminals in the same run. These runs require special treatment as to the handling of crews destined for and moved between those AFHT points. The provisions for each of those runs effect the mileage paid to a particular destination and/or either whether or how an engineer will or will not be transported between those multiple points.

Houston Hub, Zones 1 & 2-

Added Comment-

The Livonia ID Agreement was in effect with multiple AFHT's prior to the advent of the UP/SP Merger. The Houston Hub agreement retained much of the Livonia Agreement with respect to the handling of crews between the multiple AFHT's. The Beaumont ID Agreement came into effect after implementation of the Houston Hub and therefore necessitated some changes to accommodate the moving of the DeQuincy Extra Board to Beaumont. Following is a compilation of those agreements that represents the present rules pertaining to the handling of engineers at those AFHT's:

Zone 1

All Avondale-Livonia/Lafayette pool operations shall be combined into one (1) pool with Avondale as the home terminal. Crews in this pool may operate to either of the destination terminals via any combination of former UP and SP trackage. Crews may also be transported between the destination terminals for the return trip to the home terminal, subject to the terms set forth in **Side Letter No. 1**. [*Zone 1, Article I, A, 4, a*]

Zone 2

All Houston-Alexandria, Houston-Livonia and Houston-Lafayette pool operations shall be combined into one (1) pool with Houston as the home terminal. Crews in this pool may operate to any of the destination terminals via any combination of former UP and SP trackage. Crews may also be transported between Livonia and Lafayette for the return trip to the home terminal, subject to the terms set forth in **Side Letter No. 1**. [*Zone 2, Article 1, B, 3, a*]

Side Letter No. 1

[Houston Hub, Zones 1 & 2]

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers, specifically to Article I.A.4.a and I.B.3.a regarding repositioning engineers from one away from home terminal to another. Such handling will be subject to the following conditions:

- (a) Engineers may be deadheaded prior to tie-up after the initial trip.

Example: An engineer runs from Avondale to Lafayette. He can be deadheaded from Lafayette to Livonia for tie-up at Livonia from his original trip from Avondale.

- (b) Engineers may also be deadheaded after tie up and rest after the initial trip.

Example: An engineer runs from Avondale to Lafayette and ties up. After rest he can be deadheaded from Lafayette to Livonia for a trip from Livonia to Avondale.

1. This handling can only occur when there are no rested engineers at Livonia to protect the service from Livonia to Avondale, i.e., it is

not permissible to deadhead an engineer to a different away from home terminal for additional rest, but only for a return trip to the home terminal.

- (c) Engineers will not be deadheaded by train between one away from home terminal to another away from home terminal. Other forms of transportation will be used.
- (d) Engineers hired prior to implementation of the Agreement will be paid highway miles for the deadhead portion of the trip and engineers hired subsequent to the implementation will be paid actual time for the deadhead portion of the trip.
- (e) Once deadheaded between two away from home terminals an engineer will not be deadheaded back except in an emergency situation such as a flood or major derailment.
- (f) It is not the intent of this Agreement provision to double deadhead" engineers. If double deadheaded then the engineer will be paid district miles for the second deadhead. A 'double deadhead" in this instance is when an engineer is deadheaded from one away from home terminal to the other away from home terminal and then deadheaded back to the home terminal.
- (g) Engineers arriving at the away from home terminal by train and instructed to deadhead to another away from home terminal will remain on terminal time (if applicable) until they are in the vehicle to transport them to the other away from home terminal.

DFW Hub – Multiple AFHT's

1. If directional running is implemented between **Ft. Worth and Wichita** using the BNSF trackage rights, the employee (Chickasha and Ft. Worth) will be transported to the away from home lodging or home terminal, at the completion of the service trip. Engineers being transported in this manner will be paid the greater of highway mileage or time consumed on a minute basis at the basic pro rata through freight rate. The parties will drive the highway miles and add a letter to this agreement identifying the actual miles.

EXAMPLE: A Chickasha crew runs north to Wichita and is transported to Winfield (AFHT). After rest they run to Purcell and are transported to Chickasha (Home Terminal).

2. Engineers running between **Taylor/Hearne/Smithville** on the return trip are not being repositioned but are moving in straight away or combined service.

EXAMPLE: A crew at the AFHT of Smithville is called to deadhead to Taylor to pick up a train to Ft. Worth. This is not repositioning but straightaway service. [DFW Hub, Article III, C, Sections 1 & 2]

San Antonio Hub – Multiple AFHT's

The following conditions shall apply for repositioning crews from one away from home terminal to another at the following locations: Eagle Pass-Del Rio; Taylor-Hearne; Kingsville-Corpus Christi and Houston - Galveston - Angleton.

1. Crews may be deadheaded prior to tie-up after the initial trip unless the tie-up is an Hours of Service tie-up, or the deadhead is not started within the twelve hour period.

EXAMPLE: A crew runs from San Antonio to Eagle Pass. It can be deadheaded from Eagle Pass to Del Rio for tie-up at Del Rio following its original trip from San Antonio provided the Hours of Service is not reached before departing in the Van.

2. Crews may also be deadheaded after tie-up and rest after the initial trip, however an engineer will not be tied up for rest twice at different away from home terminals, unless it is due to a call and release caused by an emergency situation or Act of God.

EXAMPLE: A crew runs from San Antonio to Eagle Pass. After rest, it may be deadheaded from Eagle Pass to Del Rio for a trip from Del Rio to San Antonio, but will not be tied up for rest again at Del Rio before being called on duty.

3. Crews will not be deadheaded by train from one away-from-home terminal to another away-from-home terminal.

4. Once deadheaded between two away-from-home terminals, an employee will not be deadheaded back unless the return trip is part of a combination deadhead/service trip towards the home terminal, except in an emergency situation such as a flood or derailment. If not in combination service then the second deadhead shall be paid a basic day.

EXAMPLE: An employee deadheaded from Taylor to Hearne after a trip to Taylor may on a return trip to San Antonio be used in combination deadhead/service back through Taylor. However, an employee deadheaded from Hearne to Taylor after a trip to Hearne, will not be deadheaded back to Hearne.

5. The miles paid shall be the actual direct highway miles between the two away from home points unless time is greater, and then they shall be paid the greater amount. Time consumed shall be calculated from time

relieved at the original destination. Payment shall be at the basic pro rata through freight rate, separate and apart from the service trip.

6. The National Agreements permit an employee deadheading into a terminal to take a train out of that terminal (without a break in service) without creating a runaround. As such the provisions of this rule do not create a runaround. [Article III, C]

Safety Audits of Crew Transportation Contractors

During our negotiations there was considerable discussion surrounding the operational changes resulting from a merger of UP and SP operations. Specifically, it was your observation that the merged operation might possibly require an increased amount of transporting of engineers, and your Organization has concerns regarding the quality of the vehicles presently used for transporting engineers, as well as the drivers of said vehicles.

It was Carrier's position that there are existing procedures available to resolve any complaints regarding deficiencies in crew transportation and, as such, this was not a proper topic for inclusion in a Merger Implementing Agreement.

Without prejudice to the positions of the respective parties as set forth above, the Carrier believes it is in the best interests of all parties that routine, unannounced safety audits of crew transportation contractors be conducted, and that a process be established for prompt investigation and, if necessary, resolution of complaints of specific instances of deficiencies in this area. In this regard, this will confirm my advice given you during our negotiations that Carrier agreed it would direct its designated manager to contact a Local Chairman to be designated by your Organization for the purpose of scheduling and conducting field safety audits of transportation contractors in the hub. These safety audits will include, but not be limited to, inspection of vehicles, unannounced rides, interviewing crews, and meeting drivers. These safety audits will be performed no less frequently than quarterly.

If issues are raised by the safety audits, which cannot be resolved to the satisfaction of your Organization, they may be referred to the appropriate Labor Relations Officer by the General Chairman for discussion in conference at the earliest possible date to seek a resolution. The conference will include the appropriate General Manager or his designate.

[DFW Hub, Side Letter No. 1, April 29, 1999]

[San Antonio Hub, Side Letter No. 1, January 6, 1999]

HOURS OF SERVICE RELIEF

Hours of Service Commitment

This has reference to our negotiations covering the Merger Implementing Agreement entered into on this date ["January 17", *Houston Hub, Zones 1 & 2*; 1997 ["April 23, 1997", *Houston Hub, Zones 3, 4 & 5*] between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers. During these negotiations the

Organization expressed concern that engineers who expire on the Hours of Service Law would not be transported in a timely manner to the destination terminal.

This will confirm the advice given to you, i.e., that when an engineer ties up on the Hours of Service before reaching the objective terminal, the Carrier will make every reasonable effort to relieve subject engineer and transport him to the tie up point, expeditiously. The Carrier recognized the interests of the railroad and its engineers are best served when a train reaches the final terminal within the hours of service. In the event this does not occur, the Carrier is committed to relieving that engineer and providing transportation as soon as practical. *It is understood that this commitment contemplates transportation in the form of passenger vehicle, and engineers shall not be transported to the tie-up point after Hours of Service tie-ups by means of train except in case of emergency or extraordinary circumstances which make providing a vehicle impossible.* [Sentence in italics added in the DFW, Longview and San Antonio Hub Merger Agreements]

In the event the Organization feels that this commitment is not being observed at a particular location, the General Chairman shall promptly contact the Director of Labor Relations in writing stating the reasons or circumstances thereof. Within ten (10) days after being contacted the Director of Labor Relations will schedule a conference between the parties to discuss the matter and seek a resolution. The conference will include the appropriate General Manager or his designate.

[DFW Hub, Side Letter No. 2, April 29, 1999]
[Houston Hub: Zones 1 & 2, Side Letter No. 8, February 18, 1997]
[Houston Hub: Zones 3, 4 & 5, Side Letter No. 7, April 23, 1997;]
[Longview Hub, Side Letter No. 5, August 13, 1997]
[San Antonio Hub, Side Letter No. 2, January 6, 1999]

DFW Hub – HOS Relief

Turnaround hours of service relief shall be protected first from the extra boards and straight away service shall be protected first from the pools. [DFW Hub, Article V, Section D]

Except as provided in [the 25-Mile Rule Agreement] above, turnaround hours-of-service relief at both home and away from home terminals shall be handled by extra boards, if available, prior to using pool crews in turn around service. Engineers used for this service may be used for multiple trips/dog catches in one tour of duty. Extra boards may handle this service in all directions out of a terminal. [DFW Hub, Article III, Section E]

NOTE 1: Nothing in this Article III, E [or in the 25-Mile Rule Agreement] prevents the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing hours-of-service relief within road/ yard zone(s), pool crews performing through freight combined service/ deadheads between terminals, road switchers handling trains within their zones and using an engineer from a following train to work a preceding train. [DFW Hub, Article III, Section E]

Q&A's – Hours of Service Relief

- Q21.** Does Article III, E, require the Carrier to use an extra board engineer to perform turnaround hours of service relief prior to using a pool freight engineer in straight away combination deadhead/service to handle the train?
- A21.** No, the language in E and the NOTE thereto permit the Carrier to use either engineer depending on the needs of service. For example , if a train is laid down at Ennis that is heading to Ft. Worth, a Ft. Worth extra board crew could bring it in or a Ft. Worth-Hearne crew returning from Hearne could bring it in. [DFW Hub]

NOTE: See [DFW Hub Extra Boards, Article V](#) for specific areas of responsibility for Hours of Service relief.

Houston Hub – Zones 1 & 2

Section 9. Turnaround Service/Hours of Service Relief. The following shall govern when trains are heading to the following terminals:

NOTE: “DeQuincy” is replaced by “Beaumont” per the Beaumont ID Agreement.

- (a) North Little Rock - North Little Rock Extra Board if past McGehee; if not, use combination service crew out of Monroe.
- (b) Monroe from North - First-out North Little Rock ID crew at Monroe to be used and deadheaded home upon completion of service.
- (c) Monroe from South - Monroe extra board if past Alexandria; and if on Livonia side, use TP Alexandria extra board to Alexandria. If on Kinder side, use MP Alexandria extra board and crew may take train on to Monroe. MP Alexandria extra crew used in this manner to Monroe will be paid the dogcatch miles south of Alexandria and a basic day north of Alexandria.
- (d) Livonia - If no extra board at Livonia, use respective first-out away-from-home terminal ID pool and deadhead home upon completion of trip. If Houston origin train does not reach Opelousas, then use [Beaumont] Extra Board. If there is an extra board at Livonia, the extra board will protect the service.
- (e) Alexandria - Alexandria Extra Board from Monroe, Alexandria MP Extra Board from the South via Kinder and at Kinder or beyond; MP Alexandria extra board crew used in this manner on Kinder side may take train on to Monroe and will be paid the dogcatch miles south of Alexandria and a basic day north of Alexandria. If short of Kinder use the [Beaumont] Extra Board.
- (f) Rodemacher - First-out Alexandria extra board crew to finish assignment and then take train to Monroe.
- (g) Amelia – [Beaumont] Extra Board if beyond Kinder.

- (h) Houston - If west of Amelia, use Houston Extra Board, and if at Amelia or east of Amelia, use [Beaumont] Extra Board to Houston and deadhead home.
- (i) Shreveport - First-out Shreveport extra board.
- (j) Avondale - First-out Avondale extra board.

NOTE 1: Nothing in Section 9 above prevents the use of other employees to perform work currently permitted by other agreements; i.e., yard crews performing hours of service relief within the road/yard zone, ID crews performing service and deadheads between terminals, TSE's handling trains within their zones.

NOTE 2: ID crews will not be inducted into work train service.

Question 1: May ID crews handle cars normally associated with work trains?

Answer 1: Yes. The transporting of such cars between terminals or to points enroute is not prohibited; however, dumping ballast, unloading ties, etc., shall not be performed by ID crews.

Houston Hub – Zones 3, 4 & 5

The Houston to Glidden short pool shall be protected by the Zone 4 freight pool board at Houston described in 4.a above, irregular service between Houston and Glidden (**hours of service relief**, wreck train, work train, etc) will be protected by the extra board at Houston.

The above is not intended to place any restrictions on yard engineers from servicing industries or relieving trains which have been overtaken by the **hours of service** if otherwise permitted by local or national agreement. [*Houston Hub, Zones 3, 4 & 5, Article I, B, 4, c*]

Kingsville - Hours of Service Relief

Kingsville will perform hours of service relief for trains heading to Kingsville up to Odom. [*San Antonio Hub, Article V, A, 9*]

Longview Hub

The following from the Livonia Interdivisional Agreement is applicable to Longview Hub Zone 1:

Section 9. Turnaround Service/Hours of Service Relief. The following shall govern when trains are heading to the following terminals:

- (d) Livonia - If no extra board at Livonia, use respective first-out away-from-home terminal ID pool and deadhead home upon completion of trip. If Houston

origin train does not reach Opelousas, then use DeQuincy Extra Board. If there is an extra board at Livonia, the extra board will protect the service.

- (e) Alexandria - Alexandria Extra Board from Monroe, Alexandria MP Extra Board from the South via Kinder and at Kinder or beyond; MP Alexandria extra board crew used in this manner on Kinder side may take train on to Monroe and will be paid the dogcatch miles south of Alexandria and a basic day north of Alexandria. If short of Kinder use the DeQuincy Extra Board.
- (f) Rodemacher - First-out Alexandria extra board crew to finish assignment and then take train to Monroe.
- (i) Shreveport - First-out Shreveport extra board.

NOTE 1: Nothing in Section 9 above prevents the use of other employees to perform work currently permitted by other agreements; i.e., yard crews performing hours of service relief within the road/yard zone, ID crews performing service and deadheads between terminals, TSE's handling trains within their zones.

NOTE 2: ID crews will not be inducted into work train service.

Question 1: May ID crews handle cars normally associated with work trains?

Answer 1: Yes. The transporting of such cars between terminals or to points enroute is not prohibited; however, dumping ballast, unloading ties, etc., shall not be performed by ID crews.

Hours of service relief of through freight trains originating at North Little Rock/Pine Bluff **which have reached Lewisville or Texarkana** or points beyond but which are not within the twenty-five (25) mile HOS relief zone described above, shall be performed by the first out rested away-from-home-terminal crew. Upon completion of such service, said crew shall be placed first out upon rest for service back to North Little Rock/Pine Bluff. HOS relief for trains which have not reached Lewisville or Texarkana shall be protected by engineers at North Little Rock/Pine Bluff. [*Longview Hub Question and Answers, Article II, Section 6*]

North Little Rock/Pine Bluff Hub

Hours Of Service relief of through freight trains operating southbound from North Little Rock/Pine Bluff to either Shreveport or Longview/Big Sandy **which have not reached Lewisville or Texarkana** shall be protected by engineers at North Little Rock/Pine Bluff. If such trains have reached Lewisville or Texarkana or beyond, Hours of Service Law Relief may be performed by the Shreveport or Longview extra board, unless Carrier desires to dispatch an engineer from North Little Rock/Pine Bluff for crew balancing purposes. It is also understood that through freight crews may provide relief of such trains under a 25-mile zone

provision. [Article 1, Section 19, and Side Letter No. 7, North Little Rock/Pine Bluff Hub Agreement]

Q&A's – Hours of Service Relief

- Q.1.** When an engineer is used for hours of service relief at the away from home terminal pursuant to Article II.A.6 may he be used to provide relief for more than one train?
- A.1.** No, when the engineer returns to the away from home terminal after performing hours of service relief (on only one train) he will stand first out when rested and he shall next be either deadheaded or perform actual service to the home terminal.

San Antonio Hub

[Article III, Section E]

Except as provided in Article III, D (Twenty-Five Mile Rule) and in **NOTE 1** below, hours-of-service relief at both home and away from home terminals shall be handled by extra boards, if available, prior to using pool crews in turn around service. Engineers used for this service may be used for multiple trips/dog catches in one tour of duty. Extra boards may handle this service in all directions out of a terminal.

NOTE 1: At Laredo, if a pool crew is rested and available, it shall be used ahead of the extra board, paid actual miles run with a minimum of a basic day and be placed first out after rest for a return trip to San Antonio.

NOTE 2: Nothing in this **Article III (D) and (E)** prevents the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing hours-of-service relief within road/yard zone(s), pool crews performing through freight combined service/deadheads between terminals, road switchers handling trains within their zones and using an engineer from a following train to work a preceding train.

Q&A's – Hours of Service

- Q21.** Does Article III, E, require the Carrier to use an extra board engineer to perform hours of service relief prior to using a pool freight engineer in straight away combination deadhead/service to handle the train?
- A21.** No, the language in E and the NOTE thereto permit the Carrier to use either engineer depending on the needs of service. [*San Antonio Hub*]

NOTE: See [San Antonio Hub Extra Boards, Article V](#) for specific areas of responsibility for Hours of Service relief.

San Antonio Hub

[Article III, Pool Freight and Other Road Service Operations]

- E. Except as provided in **(D)** above and in **NOTE 1** below, hours-of-service relief at both home and away from home terminals shall be handled by extra boards, if available, prior to using pool crews in turn around service. Engineers used for this service may be used for multiple trips/dog catches in one tour of duty. Extra boards may handle this service in all directions out of a terminal.

NOTE 1: At Laredo, if a pool crew is rested and available, it shall be used ahead of the extra board, paid actual miles run with a minimum of a basic day and be placed first out after rest for a return trip to San Antonio.

NOTE 2: Nothing in this **Article III (D) and (E)** prevents the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing hours-of-service relief within road/ yard zone(s), pool crews performing through freight combined service/deadheads between terminals, road switchers handling trains within their zones and using an engineer from a following train to work a preceding train.

YARD OPERATIONS

ROAD/YARD MOVEMENTS – YARD

Section 2 - Yard Crews

[Article VIII, 1986 National Agreement]

(a) Yard crews may perform the following work outside of switching [terminal] 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 [terminal] limits.

NOTE: The current application of National Agreement provisions regarding road work and Hours of Service relief under the combined road/yard service Zone, shall continue to apply. Yard crews at any location within the Hub may perform such service in all directions out of their terminal. *[DFW & San Antonio Hub, Article VI, Section C]*

- (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 [terminal] limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching [terminal] 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 [terminal] 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 [terminal] limits.

(iv) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching [terminal] limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching [terminal] 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.
[1986 National Agreement]

[Section 3 - Incidental Work](#) (See Road Operations)

Article 15: YARD SERVICE AGREEMENT

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.

Preparatory Time Payment [Arbitration Decision]

On May 16, 1988 the Informal Disputes Committee addressed the issue of whether "preparatory time payments" were eliminated by Section 3 – "Incidental Work" of the Arbitrated National Agreement of May 19, 1986 [above] on railroads where a schedule rule had previously required the engineer to report in advance of the regular starting time for which he was paid an arbitrary allowance. The question was asked:

"Can a carrier unilaterally eliminate a schedule rule which required preparatory time under Section 3 of Article VIII?"

This question had arisen when the Norfolk and Western Railroad had attempted to use Article VIII, Section 3 to eliminate a long-held N&W agreement providing for an arbitrary payment for both preparing and securing the engine.

The ruling was that, on railroads that had an allowance for preparatory time in effect on or before May 19, 1986, that allowance would remain in effect.

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."

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

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.)

(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 [General]: 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

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

g. 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 later 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

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.

Yard Meals - Houston Hub Only

- (a) The time for fixing the beginning of assignments for 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.
- (b) Engine crews in yard service will be allowed twenty (20) minutes for lunch between 4½ and 6 hours after starting work without any deduction in pay.
- (c) Engineers in yard service will not be required to work longer than six (6) hours without being allowed twenty (20) minutes for lunch with no deduction in pay therefor. If a yard engineer is required to work through their lunch period and is later given a lunch period before the expiration of full eight hours from beginning of day, they will be allowed a day of eight hours and, in addition thereto, twenty (20) minutes at the overtime rate. If a yard engineer is required to work through full eight hours without being allowed lunch period and is relieved at the end of eight hours continuous service, they will be paid one day of eight hours and, in addition thereto, twenty (20) minutes pro-rata for the lunch period

NOTE: The language "...allowed a day of eight hours..." and/or "...paid one day of eight hours..." is intended to reflect the fact the twenty (20)-minute payments identified therein are to be paid in addition to the earnings of the assignment.

- (d) In the event yard engineers are worked beyond the regular 8-hour assignment, they will be allowed twenty (20) minutes for lunch between 4½ and 6 hours after the time of taking their first lunch period. Section (c) will apply in the payment of overtime for the second lunch period." [*Houston Hub, Letter of Agreement, September 19, 1997*]

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.

NOTE: 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. [Engineers/Firemen Agreement (Mediation Agreement A-4327), June 8, 1954]

Yard Crews - Working Outside Switching Limits

(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.

MINI-DOUBLE

In settlement of controversy concerning proper payment for employes in yard service when not fully rested under the Hours of service Law, the following will govern:

1. When an employee is required by the Carrier to double over on another job at a time when he (1) has less than eight hours to work under the Hours of Service Law, (2) has already worked at least eight hours in yard service, and (3) is qualified for time and one-half rate - he will be allowed payment at time and one-half rate for the time he actually works on the assignment on which he doubles, and for the balance of the eight-hour shift, which he is unable to work because of the Hours of Service Law, he will be paid at the pro rata rate.

2. The understanding set forth in Paragraph 1 will also apply when an employe is called by the Carrier on short rest (less than eight hours) to work a second assignment.

3. An employe will not have any claim to a job if he has less than eight hours to work under the Hours of Service Law, except that where two or more employes with the same amount of time to work are reasonably available, the senior of such men will be offered the work.

4. This Agreement is effective November 1, 1974.

Examples under Agreement Effective Nov. 1, 1974, re-doubling, short rest, etc.

Example 1: On Oct. 1 an employee works his regular yard assignment from 8:00 a.m. to 4:00 p.m. and then doubles onto a 4:00 p.m. job and works until 8:00 p.m.

He will be compensated 8'00" at pro rata rates for service performed from 8:00 a.m. to 4:00 p.m.; 4'00" at punitive rates and 4'00" at pro rata rates for service performed 4:00 p.m. to 8:00 p.m.

Example 2: An extra employe, on Oct. 1, works an 8:00 a.m. to 4:00 p.m. job and then doubles onto a 4:00 p.m. job and works until 8:00 p.m. on Oct. 2 he is called for a 6:30 a.m. assignment and works until 2:30 p.m. at which time he is required to double onto a 2:30 p.m. position and works until 6:30 p.m.

He will be compensated 8'00" at pro rata rates for service 8:00 a.m. to 4:00 p.m.; 4'00" at punitive rates and 4'00" at pro rata rates for service performed 4:00 p.m. to 8:00 p.m.; 8'00" at punitive rates for service performed 6:30 a.m. to 2:30 p.m.; 8'00" at pro rata rates for service performed 2:30 p.m. to 6:30 p.m.

Example 3: On Oct. 1, an employe works his regular assignment from 8:00 a.m. to 4:00 p.m. and is then required to double onto a 4:00 p.m. job and works until 8:00 p.m. On Oct. 2, he is called and takes service at 4:00 a.m. on an assignment working 12:00 a.m. to 8:00 a.m. He is then required to work his regular assignment working 8:00 a.m. to 4:00 p.m.

He will be compensated 8'00" at pro rata rates for service performed 8:00 a.m. to 4:00 p.m.; 4'00" at punitive rates and 4'00" at pro rata rates for service performed 4:00 p.m. to 8:00 p.m.; 8'00" at punitive rates for service performed 4:00 a.m. to 8:00 a.m.; 8'00" at pro rata rates for service performed 8:00 a.m. to 4:00 p.m.

/s/ M. L. Royal /s/ O. B. Sayers

Fort Worth, Texas, Nov. 7, 1974

FIVE DAY WORK WEEK

Section 1

(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-Work-Week 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 employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

Section 3

(a) When service is required by a carrier on 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.

(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 off;
- (4) Where exercising seniority rights from one assignment to another;
- (5) Where paid straight-time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the 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

(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

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).

(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 employees 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 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.

CHANGING SWITCHING LIMITS

[Article II, 1971 National Agreement]

- (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.

INTERCHANGE SERVICE - YARD, BELT LINE AND TRANSFER CREWS

1. Where a carrier has the right to make interchange movements with yard, belt line or transfer engine crews, such crews may be required to handle interchange movements **to and from a connecting carrier** without being required to run light in either direction.

2. (Not reproduced)

3. **Where a carrier does not now have the right to designate additional interchange tracks it may designate such additional track or tracks as the carrier deems necessary providing** such additional track or tracks are in close proximity. Bulletins designating additional interchange tracks hereunder will be furnished the General Chairman or General Chairmen involved prior to the effective date.

4. If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, **the minimum number of tracks necessary to hold the interchange will be used.**

5., 6., & 7. (Not reproduced)

[Article IV, 1971 National Agreement]

SPECIAL RELIEF CUSTOMER SERVICE - YARD CREWS

(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 arbitrator 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. [PEB, Article IX, 1991 NA]

TERMINAL LIMITS

DFW Hub Terminals

[DFW Hub Agreement, Article IV]

- A. 1. At all joint terminal locations, all UP and SP operations shall be consolidated into unified terminal operations. Yard crews will not be restricted where they can operate in a terminal.
- 2. Upon merger implementation, all other UP and SP facilities, stations, terminals, equipment and track shall be combined into a unified operation.

Fort Worth Terminal

- B. A consolidated Ft. Worth Terminal will be created to include the entire area within the following limits:

SUBDIVISION / LINE	MILEPOST
Ft. Worth	243.2
Baird	252.00
Dallas Dallas via Sylvania	243.00 (EFT Worth) 628.0
Choctaw	747.0
OKT	608.9
Midlothian	48.3
Everman Branch	253.40(end of track)

Dallas Terminal

- C. A consolidated Dallas Terminal will be created to include the entire area within the following limits:

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SUBDIVISION / LINE		MILEPOST
Ennis		257.1
Dallas East		203.0
Dallas West		220.0
DFW via Mockingbird		625.0
Elam Branch		313.93(end of track)

Hearne/Valley Jct. Terminal

D. The terminal limits of Hearne/Valley Jct. shall be as follows:

SUBDIVISION / LINE		MILEPOST
Austin		102.0
Ft. Worth		103.5
Ennis		125.0
Hearne		87.0
Flatonia		8.0
Navasota.		95.0
Bryan		115.0

E. The provisions of Sections A, B, C and D of this Article IV will not, except as set forth therein, be used to enlarge or contract the current limits except to the extent necessary to combine into a unified operation.

Other DFW Terminals

F. The terminal (Station) limits for other areas shall be:

1. Sweetwater shall be 444.33 (East) and 449.80 (West).
2. Chickasha shall be 434.0 (North) and 438.0 (South) and 2.0 towards Lawton.
3. Toyah shall be 664.83 (East) and 667.33 (West).
4. Taylor shall be 918.9 (North), 919.92 (South), 141.26 (East) and 146.35 (West).
5. McAlester shall be 560.2 (North) and 575.0 (South).

- 6. Denison shall be 656.0 (North) and 666.0 (South).
- 7. Waco/Bellmead shall be 166.2 North and 161.1 South and 853.0 towards Taylor

General Rules for DFW Terminals
[DFW Hub, Article IV]

- G. Road crews may receive/leave their trains at any location within the consolidated terminals and may perform work within the terminals pursuant to the controlling collective bargaining agreement, including National Agreement provisions.
- H. Carrier will designate the on/off duty points for all road and yard crews. Such on/off duty points will have appropriate facilities as currently required by the controlling collective bargaining agreement and/or by governmental statute or regulation.
- I. The 25 mile provisions at Hearne will not be measured from the mileposts in D, above but shall be measured from the old mileposts. In an effort to clearly define these limits for road crews and Carrier Officers the Article III, D, 25 mile limits are as follows:

SUBDIVISION / LINE	25 MILE LIMIT
Austin	118.6
Ft. Worth	125.9
Ennis	145.7
Hearne	64.6
Flatonia	25.0
Navasota	75.9
Bryan	95.7

Q&A's for DFW Terminals

- Q34. Are the national road/yard Zones covering yard crews (Article VIII of the 1986 National Award) measured from the new terminal limits where the yard assignment goes on duty?
- A34. The new terminal/station limits where the yard crew goes on duty will govern. For example at Ft. Worth the limits will now be on both the former SP and UP lines and a yard crew will now be able to go out on all merged lines to perform this work.
- Q35. Are any arbitraries retained for engineers reporting to a specific on duty point in the Ft. Worth terminal?
- A35. No, the Carrier may designate the on duty points without additional compensation. Previous arbitraries paid for reporting to a specific location are included in New York Dock TPA's. This does not prohibit the parties from negotiating a payment for reporting to alternate sites. [DFW Hub Agreement, Q&A's]

Houston Hub Terminals

Zone 1 - Avondale West Seniority District

Avondale - All UP and SP operations within the new Avondale Terminal limits shall be consolidated into a single operation. The westward terminal limits of the consolidated terminal are as follows:

Union Pacific: Mile Post 17.0.
Southern Pacific: Mile Post 17.77.

Preexisting eastward terminal limits remain unchanged. [*Houston Hub, Zones 1 & 2, Article. I, Section A, 3*]

Q&A's – Avondale Terminal Consolidation

- Q. 1. What is the impact of the terminal operation at Avondale being “consolidated into a single operation”?
- A. 1. In a consolidated terminal, all road crews can receive/leave their trains at any location within the boundaries of the new Avondale Terminal and may perform work anywhere within those boundaries pursuant to the applicable collective bargaining agreement. The Carrier will designate the on/off duty points for road crews. All rail lines, yards, and/or sidings within the new Avondale Terminal are considered as common to all crews working in, into and out of Avondale and all road crews may perform all permissible road/yard moves pursuant to the applicable collective bargaining agreements.

Zone 5 - Houston Terminal Seniority District

1. Territory Covered:

All terminal operations within the greater Houston area including, but not, limited to, Eureka Yard, Englewood Yard, Hardy Street, Galena Park and Settegast Yard. [*Houston Hub, Zones 3, 4 & 5, Article. I, Section C, 1*]

2. Former Rosters: (See: [Seniority – UP/SP Merger, Houston Hub Zone 5](#))

3. Terminal Consolidation

- a. All UP and SP operations within the new Houston Terminal limits shall be consolidated into a single operation. All road engineers may receive/leave

their trains at any location within the terminal and may perform work within the terminal pursuant to the applicable collective bargaining agreement, including national agreements. The Carrier will designate the on/off duty points for all road and yard engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

- b. All rail lines, yards, and/or sidings within the Houston Terminal will be considered as common to all engineers working in, into and out of Houston. All engineers will be permitted to perform all permissible road/yard moves pursuant to the applicable collective bargaining agreements, including national agreements. Interchange rules are not applicable for intra-carrier moves within the terminal.
- c. Terminal limits for this new consolidated Houston Terminal are as follows:

<u>Southern Pacific</u>	<u>Mile Post</u>
Lufkin Subdivision	10.00
Galveston Branch	9.16
Glidden Subdivision	12.77
Lafayette Subdivision	345.59
Hearne Subdivision	9.00
Bellaire Branch	9.00

<u>Union Pacific</u>	<u>Mile Post</u>
Palestine Subdivision	227.00
Ft. Worth Subdivision	227.00
Galveston Branch	194.30
Houston Subdivision	170.80
Beaumont Subdivision	381.60
Baytown Branch	1.20
Brownsville Subdivision	19.4 (Former ATSF Tower 81)
Houston Sub Main Line (BN)	60.80 (BN M. P.)
Popp Industrial Lead (Sugarland Branch)	0.25
<i>[Houston Hub, Zones 3, 4 & 5, Article. I, Section C, 3]</i>	

Q&A's –

D. Savings Clause

The creation of expanded terminal limits for the consolidated Houston Terminal shall not constitute restrictions which did not previously exist for any freight run which was in effect prior to this Agreement, or which Carrier had the right to operate with one crew, by UP Agreement or practice, prior to this Agreement. *[Houston Hub, Zones 3, 4 & 5, Article. I, Section D]*

Longview Hub Terminals

Shreveport Terminal

All UP and SSW operations within the Shreveport terminal limits shall be consolidated into a single operation. For purposes of leaving or receiving road trains, the terminal limits of Shreveport shall be extended westward to include Reisor. The westward limits shall extend to Mile Post 323.8 on the UP Reisor Subdivision. Other Shreveport terminal limits remain unchanged. All existing yard assignments at Shreveport may be converted to road switcher/zone local assignments at the Carrier's option. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate the on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

All rail lines, yards and/or sidings within or at Shreveport will be considered as common to all engineers working in, into and out of Shreveport. [*Longview Hub, Article I, Section A, 6-7*]

Tyler Terminal

Tyler terminal limits shall be extended to include the UP Tyler Industrial Lead between Mile Posts 8.0 and 26.3 (end of track). Preexisting SSW Tyler Terminal limits remain unaffected. Upon implementation of this Agreement, Tyler will cease to function as a crew change location for through freight operations. Interchange rules are not applicable for intra-carrier moves within the terminal. [*Longview Hub, Article I, Section B, 6*]

Corsicana Terminal

Any demarcation between former SP and SSW yards at Corsicana shall be extinguished and such yards shall be combined into a unified operation. Corsicana terminal limits shall extend between Mile Posts 208.0 and 211.0 on the SP Dallas Subdivision and to Mile Post 618.0 on the SSW Ennis Subdivision. [*Longview Hub, Article I, Section B, 7*]

Longview Terminal

Zone 2: The terminal limits of Longview shall extend between Mile Posts 88.5 and 96.2 on the UP Dallas Subdivision and to Mile Post 1.9 on the UP Palestine Subdivision. The terminal limits of Big Sandy shall extend between Mile Posts 524.0 and 527.0 on the SSW Pine Bluff Subdivision and between Mile Posts 112.0 and 115.0 on the UP Dallas Subdivision. [*Longview Hub, Article I, Section B, 8*]

Zone 3: The terminal limits of Longview shall extend between Mile Posts 88.5 and 96.2 on the UP Dallas Subdivision and to Mile Post 1.9 on the UP Palestine Subdivision. [*Longview Hub, Article I, Section C, 6*]

Big Sandy

The terminal limits of Big Sandy shall extend between Mile Posts 524.0 and 527.0 on the SSW Pine Bluff Subdivision and between Mile Posts 112.0 and 115.0 on the UP Dallas Subdivision. [*Longview Hub, Article I, Section C, 6*]

Mineola and Texarkana

Upon implementation of this Agreement, Mineola and Texarkana will cease to function as terminals for through freight operations and become stations en route. [*Longview Hub, Article I, Section C, 4*]

All road switcher/zone local and yard assignments at Texarkana, Mt. Pleasant, Longview or Mineola shall be protected by engineers from this seniority zone. Any such assignments, including irregular assignments (i.e., work train, wreck train, etc.) between Texarkana and Mesquite (excluding Marshall and Mesquite) or on the former SSW Commerce Subdivision between Texarkana and Sulphur Springs (end of track) will be protected by engineers from this seniority zone. [*Longview Hub, Article I, Section C, 7*]

All UP and SSW operations within the Texarkana terminal limits shall be consolidated into a single operation. [*Longview Hub, Article I, Section C, 8*]

All rail lines, yard and/or sidings at Texarkana will be considered as common to all engineers working in, into and out of Texarkana. All engineers will be permitted to perform all permissible road/yard moves pursuant to the designated collective bargaining agreement provisions. Interchange rules are not applicable for intra-carrier moves within the terminal. [*Longview Hub, Article I, Section C, 9*]

Q&A – Longview Hub Terminals

- Q.1.** What is the impact of the terminal operations at terminals where both the former UP, SP and SSW had yards/terminal operations, such as Shreveport, for example, being “consolidated into a single operation”?
- A.1.** In a consolidated terminal, all road crews can receive/leave their trains at any location within the boundaries of the new Shreveport Terminal and may perform work anywhere within those boundaries pursuant to the applicable collective bargaining agreement. The Carrier will designate the on/off duty points for road crews. All rail lines, yards, and/or sidings within the Shreveport Terminal are considered as common to all crews working in, into and out of Shreveport and all road crews may perform all permissible road/yard moves pursuant to the applicable collective bargaining agreements.

San Antonio Hub Terminals

San Antonio Terminal [*San Antonio Hub, Article IV*]

- A. 1. At all joint terminal locations, all UP and SP operations shall be consolidated into unified terminal operations. Yard crews will not be restricted where they can

operate in a terminal.

2. Upon merger implementation, all other UP and SP facilities, stations, terminals, equipment and track shall be combined into a unified operation.

B. A consolidated San Antonio Terminal will be created to include the entire area within the following limits:

SUBDIVISION / LINE		MILEPOST
Corpus Christi		4.8
Austin (Laredo)		267.0
Austin (Track #1)		259.1
Austin (Track #2)		247.2
Del Rio		222.25
Flatonia		199.54
Kerrville Branch		242.40
Rockport Branch		5.3

SIDE LETTER NO. 3: This refers to the note to Article **IV B** which concerns the coal spur (**Rockport Branch**). To efficiently serve the coal plant the Carrier proposed that the spur be included in the terminal. It was the concern of the Organization that this inclusion would grant the unloading company at the coal plant (Raillink) the right to reach into one of the San Antonio yards and pull trains from those locations into the plant using interchange principles.

In reaching a compromise that would retain road miles between the contractor and the terminal and provide for efficient operation of rail service to the plant the parties agreed to not expand the terminal limits on the spur, in this merger agreement, based on the following:

1. Road Crews may run through the terminal and handle coal trains to and from the plant. Pay will be based on the miles run of the assignment from the initial terminal to the plant or from the plant to the final terminal and not under the provisions of the 25 mile zone.
2. ITD/FTD where applicable will be based on receiving the train or delivering the train to the plant.
3. Yard crews may deliver or pull trains to/from the plant and they shall be treated for pay purposes as if all work was performed within terminal limits and road pay shall not apply to them.

4. These provisions only apply to coal trains to the power plant and if other industries are built or served between the terminal limits and the end of the spur they will be treated as in road territory.

While this Agreement does not expand the unloading company rights into the San Antonio yards, it likewise does not prohibit the future granting of such rights by the Carrier under procedures that exist to convey such rights including any applicable protection that may be afforded.

This side letter is entered into without prejudice to either party and deals with a unique set of facts and will not be cited by any party in any future negotiation or arbitration.

- C. The provisions of Sections A and B of this Article IV will not, except as set forth therein, be used to enlarge or contract the current limits except to the extent necessary to combine into a unified operation.

Corpus Christi Yard

The Carrier proposes to construct a new yard at Corpus Christi, Texas during the current year on property purchased in the Tule Lake tract, and in order to place the yard into operation, it will be necessary to extend the switching limits but the point for going on and of I duty for road and yard crews will not be changed without negotiation.

THEREFORE, it is agreed that the switching limits will be extended from the present location at Mile Post 142, Pole 31, to Mile Post 140, Pole 17.

This Agreement shall become effective when construction of the yard is completed and placed into operation by bulletin, and shall remain in effect until cancelled or modified under the terms of the Railway Labor Act, as amended.

Signed at Palestine, Texas this 26th day of April, 1963. [CBA Addendums, F-1, Page 168]

Alpine Terminal

[San Antonio Hub, Article IV]

- D. The Alpine terminal shall be expanded to include the territory up to the west end of the siding at Alpine Siding.

General Rules for San Antonio Terminals

[San Antonio Hub, Article IV, Sections E-F]

- E. Road crews may receive/leave their trains at any location within the consolidated terminals and may perform work within the terminals pursuant to the controlling collective bargaining agreement, including National Agreement provisions.
- F. Carrier will designate the on/off duty points for all road and yard crews. Such on/off duty points will have appropriate facilities as currently required by the controlling collective bargaining agreement and/or by governmental statute or regulation. Appropriate facilities will include adequate parking, lockers and restrooms.

Q&A's – San Antonio Hub Terminals

- Q34. Are the national road/yard Zones covering yard crews (Article VIII of the 1986 National Award) measured from the new terminal limits where the yard assignment goes on duty?
- A34. The new terminal/station limits where the yard crew goes on duty will govern. For example at San Antonio the limits will now be on both the former SP and UP lines and a yard crew will now be able to go out on all merged lines to perform this work.

**– Section 3 –
Extra, Supplemental, Reserve Boards**

GUARANTEED EXTRA BOARDS

NOTE: The following agreement, originally dated March 28, 1989, reflects the changes introduced by the Modification of Guaranteed Road Extra Board Agreement dated June 24, 1996.

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

1. (a) 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 regulating factor set forth in this Paragraph 1. 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.

(b) The base regulating factor referenced in this Paragraph 1 shall be three thousand one hundred (3,100) miles. This factor may, in accordance with the procedure set forth in (c) below, be adjusted to a maximum of three thousand four hundred (3,400) miles. This factor also may, in accordance with that set forth in (c) below, be adjusted downward to, but not less than 3,100 miles.

(c) The regulating factor will be adjusted (upward or downward) in accordance with the following procedure:

- (i) Every three (3) calendar months, the regulating factor applied to these guaranteed extra boards will be based on the guarantee paid to engineers on guaranteed extra boards during the previous three (3) calendar months.
- (ii) If at the time of review the average monthly guarantee paid per engineer exceeds two (2) guarantee days, the regulating factor will be increased by one hundred (100) miles. If the average monthly guarantee paid per engineer exceeds three (3) guarantee days, the regulating factor will be increased by two hundred (200) miles. If the average monthly guaranteed paid per engineer exceeds four (4) guarantee days, the regulating factor will be increased by three hundred (300) miles.
- (iii) If at the time of review, the average monthly guarantee paid per engineer is less than two (2) guarantee days, the regulating factor will be reduced by one hundred (100) miles.
- (iv) In the application of the adjustments set forth in (ii) and (iii) above, the regulating factor for each guaranteed extra board will not exceed 3,400 miles nor fall below 3,100 miles.
- (v) The regulating factor developed from the evaluation described above will be immediately placed into effect and will remain in effect for the following three (3) calendar months.

Example Of Extra Board Regulation

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 regulating factor (3200*): 21934.7 divided by 3200 = 6.85**

Minimum number required on board: 7

*Adjustment factor can move between 3100 and 3400 miles per month depending upon average guarantee paid per engineer. [See Section 1]

**Fractions of .50 or larger are rounded upward, fractions of .49 or lower are dropped

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. [Section 1 changed by Modification of Guaranteed Extra Board Agreement, June 24, 1996]

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 AM and 12:01 PM on Tuesday of each week.

Reducing Extra Boards

[Engineers and Firemen – Agreement June 8, 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.”~~

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

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 (see below) 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 below for:

(a) 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-of,” e.g., missed call, no-show for assignment after accepting call, etc. [Side Letter, March 7, 1989]

(b) **Example Of Guarantee Computation:**

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 "A"]

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.

NOTE: 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. [*Side Letter, March 7, 1989*]

- (e) The minimum lay off period for an employee assigned to a Guaranteed Extra Board shall be twelve (12) hours.

Board Positioning – Markups and Layoffs

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 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 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 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.

Note: 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. [MUPL Side Letter January 29, 1990]

Outlying Points – Extra Engineers

Protection of Outlying Vacancies (Not Applicable to DFW or Houston Hub Zone 1)

Section 1

Extra board engineers sent to outlying points to fill vacancies, including vacation vacancies, will be relieved on the off day of the assignment, and if the vacancy still exists after the off day, the extra engineer first out will be called to protect same. The regular engineer will be permitted to report on the off day, provided he does so before calling time to call an extra man to protect the vacancy. On seven-day week assignments, the extra engineer will be relieved after he had worked seven days, and if the position is still vacant, it will be protected by the extra engineer first out on the extra board.

Section 2

Extra board engineers sent to outlying points under the conditions referred to under Section 1 hereof, may, if they so elect, remain on the vacancy until relieved by the regular assigned engineer by notifying the crew dispatcher at the time called for the vacancy.

Section 3

The carrier will not be caused to incur any additional deadhead expense as a result of this agreement. If deadhead is due for the relief of the engineer laying off, it will be allowed to the first extra man for the trip to the outlying point and to the last extra man, who is relieved by the regular man, for the trip returning to the extra board.

Section 4

This Memorandum of Agreement will become affective June 1, 1974 and may be cancelled by either party serving a ten (10) day written notice to the other. [*Memorandum of Agreement, June 1, 1974, CBA Addendums, C-2, Page 116*]

[Return to Laying Off at Outside Point](#)

Extra Engineer Laying Off at Outside Point

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.

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.~~~~[remove?]~~ [*Interpretation Article 25 - Deadheading - Engineers' Schedule*]

[Return to Laying Off at Outside Point](#)

Gil, I removed this in light of the above.

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.~~ **(Supceded By UP-MKT Merger Agreement Discontinuing Old Head Rule On Southern 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.

Use Of Demoted Engineer

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. [*Engineers and Firemen - Agreement June 3, 1954, Mediation Case A-4327*]

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. 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 any 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 MKT Merger Agreement, shall again become applicable at that location. [*Side Letter March 7, 1989*]

NOTE: The guaranteed extra board agreements preserved under Attachment VIII are not reproduced here.

3. 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.

4. The parties agree to jointly pursue and test other avenues or measures which will help address and police various abuses (sharpshooting) of the provisions of the Guaranteed Extra Board Agreement. [*1996 Modified Agreement*]

Termination

Guaranteed extra boards established pursuant to, or covered by, the provisions of this Agreement, as amended, may not be converted to non-guaranteed extra boards, except by mutual agreement between the parties. [*1996 Modified Agreement*]

Questions and Answers

Q-1: In the application of the adjustment provisions set forth in Section 1, are all guaranteed extra boards on a territory evaluated in total or is each guaranteed extra board adjusted independently?

A-1: Each guaranteed extra board will be reviewed and adjusted independent of other guaranteed extra boards.

Q-2: How will the guaranteed extra board regulating factor be adjusted given the following set of facts:

The guaranteed extra board at Mineola, Texas is, at the end of the present evaluation period, regulated using a regulation factor of 3,300 miles. The average monthly guarantee payout for the previous three (3) months was \$600, \$650 and \$500 (assume a guarantee day equals \$170.00).

A-2: The average monthly guarantee for the three (3) month review period is \$583.33 $[(\$600+\$650+\$500) / 3 = \$583.33]$. Since this average guarantee payout is greater than three (3) guarantee days $(\$170.00 \times 3 = \$510.00)$, the regulating factor must, pursuant to Section 1 (c) (ii) be increased by 200 miles. However, since the regulating factor cannot be increased above 3,400 miles, the regulating factor will be increased, in this instance, by 100 miles to 3,400 miles.

EXTRA BOARDS

DFW Hub

Combination road/yard extra boards may be established at the following locations with the following areas of coverage [*DFW Hub, Article V, Section A*]:

1. **Ft. Worth North** - to cover the pools to McAlester, Chickasha, Childress and Purcell; turnaround hours of service relief for trains heading to Ft. Worth from those points; Wichita Falls work; non pool assignments that operate on those lines with home terminals between Ft. Worth and Hicks and Pilot Point and other usual extra board work in these areas.

NOTE: The Childress Extra Board covers the pool to Childress and the Wichita Falls work per agreement dated April 27, 2001.

2. **Ft. Worth South** - to cover the pools to Smithville, Taylor, and Hearne; turnaround hours of service relief for trains heading to Ft. Worth from these points; non pool assignments that operate on those lines with home terminals between Ft. Worth and Hillsboro and other usual extra board work in these areas.
3. **Ft. Worth East/West** - to cover the pool to Sweetwater; turnaround hours of service relief for trains heading to Ft. Worth from Sweetwater and Longview (when trains have at least reached Mesquite); non pool assignments that operate on those lines with home terminals between Ft. Worth and Eastland and Arlington (not including), turnaround service to Dallas/Mesquite, Ft. Worth yard assignments, and other usual extra board work in these areas.

4. **Dallas** - to cover the pool to Taylor, Hearne and Tyler; service to Ft. Worth; turnaround hours of service relief for trains heading to Dallas from those points and from Longview (when trains have at least reached Terrell); non pool assignments that operate on those lines with home terminals at and south of Dallas including Waxahachie, and Ennis, Gude, West of Dallas to Arlington, Dallas yard assignments and other usual extra board work in these areas.
5. **Chico** - to cover the Chico aggregate pool and hours of service relief for trains heading to Chico and non pool assignments that go on duty between Duncan and Hicks, and other usual extra board work in these areas.
6. **Hearne** - to cover all assignments that go on duty in the Hearne/Valley Jct. terminal, hours of service relief for trains heading to this terminal from all directions up to Taylor, Waco, Gude, Marquez, Navasota and Giddings and other usual extra board work between Marjorie, Marlin, Gude, Marquez, Giddings and Navasota.
7. **Sweetwater** - to cover the pool to Toyah; turnaround hours of service relief for trains heading to Sweetwater from either direction; non pool assignments that operate on those lines with home terminals between Eastland and Dome and other usual extra board work in these areas.
8. **Chickasha** - to cover the pool to Wichita/Winfield; turnaround hours of service relief for trains heading to Chickasha from either direction; the regional pool; non pool assignments that operate on those lines with home terminals between Duncan and Wichita (not including) including the branch line to Lawton and the Oklahoma City Subdivision and other usual extra board work in these areas.
9. **Bellmead** - to cover all non pool assignments that have home terminals between Taylor (not including) and Hillsboro and Marlin, hours of service relief for pool freight headed for Taylor between Waco and Taylor and other usual extra board work in these areas.
10. **Big Spring** - to cover all non pool operations with a home terminal between Dome and Toyah and other usual extra board work in these areas. In addition, if pool freight heading east does not reach Big Spring due to Hours of Service then this extra board may be used to take the train to Sweetwater and be returned to Big Spring.
11. **Arlington** - to cover all non pool operations with a home terminal in the Arlington area including former Great Southwest assignments.
12. **Denison** - to cover the pool to McAlester and turnaround hours of service relief for trains heading to Denison from either direction and all non pool operations that have a home terminal between Pilot Point and McAlester, hours of service relief for trains heading to McAlester that have at least reached Denison and other usual extra board work in these areas. [DFW Hub, Article V, Section A]

Implementation of Extra Boards
[DFW Hub, Article V, Section C]

Carrier will give a ten (10) -day advanced written notice(s) of its intent to establish extra board(s) in A, 1 -12 above or to consolidate pre-existing extra boards into those in A, 1-12 above. Existing extra boards not covered by a notice shall continue to operate until a notice is served abolishing or combining them. Beginning with implementation day these existing extra boards shall be governed by the provisions of the selected CBA.

Vacancy Procedures
[DFW Hub, Article V, Section E]

When the above extra boards are exhausted then the current vacancy procedures shall be used to fill vacancies.

Turnaround Hours of Service Relief

Turnaround hours of service relief shall be protected first from the extra boards and straight away service shall be protected first from the pools. *[DFW Hub, Article V, Section D]*

DFW One Hour Driving Allowance

When the extra boards in A, above are established, the operation and administration of such extra board(s) will be governed by applicable provisions of the extra board provisions of the controlling CBA. The Carrier will designate the on and off duty point for the extra boards. If a Ft. Worth or Dallas extra board engineer is called and his/her assignment location in the Ft. Worth or Dallas terminals is at another location than the regular reporting point the employee may elect to drive direct to the other reporting point. Engineers who do so will be allowed an one hour driving allowance in lieu of reporting to the regular reporting point and being transported to the assignment location to start work and being returned to the reporting point after assignment. *[DFW Hub, Article V, Section B]*

EXAMPLE 1: The Dallas/Mesquite yard extra board has a reporting point at Miller yard. An extra board engineer is called for a 7AM assignment at Mesquite. The employee elects to report direct to Mesquite at 7AM in lieu of reporting to Miller at 7AM. The engineer shall be paid one hour in addition to other earnings for the tour of duty.

EXAMPLE 2: The Ft. Worth yard extra board has a reporting point at the East end of Centennial yard. An extra engineer is called for an assignment that goes on duty at the West end of Centennial yard. The engineer should report to the regular on duty point as the assignment is located in the same yard as the reporting point and no additional payment is available.

DFW Extra Board Q&A's

Q36. How many extra boards will be combined at implementation?

- A36. It is unknown at this time. The Carrier will give written notice of any consolidations whether at implementation or thereafter. The Carrier will advise the number of positions for each extra board and the effective date for the new extra board.
- Q37. Are these guaranteed extra boards?
- A37. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with the surviving CBA guaranteed extra board agreement.
- Q38. Will the Hearne extra board cover short term vacancies at Hearne that are filled on a regular basis from the San Antonio Hub, zone four of the Houston Hub and the Longview Hub as well as the DFW Hub?
- A38. Yes, for example short term vacancies in the Hearne - Giddings local will be covered by this extra board.

Houston Hub

Zones 1 & 2

Guaranteed Extra Boards (road, yard, or combination road/yard) may be established at any location within the Houston East Seniority District (Zone 2) and Avondale West Seniority District (Zone 1) pursuant to the designated collective bargaining agreement provisions. At any locations where multiple extra boards now exist, such boards may be consolidated.

- a. At outside points the Company may establish guaranteed extra boards that cover assignments in multiple locations. For example, the Carrier may establish one extra board to cover the DeQuincy/Lake Charles area, or one extra board to cover the Beaumont/Orange/Amelia/Mauriceville area. When established, the Carrier shall designate the geographic area the extra board will cover. If exhausted, such extra board may be supplemented from the next nearest extra board in the seniority district in accordance with existing agreement rules and practices. [*Houston Hub, Zones 1&2, Article I, C, 1*]

Gil, What are the Zone 1 & 2 extra boards today?

NOTE: This refers to our discussions regarding Section 13(d) of the Livonia Interdivisional Agreement dated February 27, 1995. It was agreed that the "current identified employees" referred to in said Section 13(d) may remain on the extra board at Alexandria regardless of the expiration of the protective benefits there under, subject to Section 13(d)(1), (3) and (4) of said Agreement. [*Houston Hub Zones 1&2, Side Letter No. 6, January 17, 1997*]

Q&A's – Extra Boards

- Q.1. How many extra boards will be combined at implementation?
- A.1. It is unknown at this time. The Carrier will give written notice of any consolidations whether at implementation or thereafter.

- Q.2. Are these guaranteed extra boards?
- A.2. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with the existing UP guaranteed extra board agreement.
- Q.3. Will extra boards established under this section be confined to protecting extra work exclusively within the zone in which established?
- A.3. Initially, all extra boards will Only protect extra work within one zone. After implementation, should the Carrier desire to establish extra boards which protect extra work in more than one zone, this will be done pursuant to the existing collective bargaining agreement, and the parties must reach agreement as to how engineers from the zones involved will be allowed to exercise seniority to such extra board(s).

Zones 3 & 4

Guaranteed Extra Boards (combination road/yard) may be established at any location within the Longview/Shreveport Seniority District (Zone 3) and Hearne/Kingsville Seniority District (Zone 4) pursuant to the designated collective bargaining agreement provisions. At any locations where multiple extra boards now exist, such boards may be consolidated.

- a. At outside points the Company may establish guaranteed extra boards that cover assignments in multiple locations pursuant to current collective bargaining agreements. When established, the Carrier shall designate the geographic area the extra board will cover. If exhausted, such extra board maybe supplemented from the next nearest extra board in the seniority district in accordance with existing agreement rules and practices.
- b. The Carrier will establish at least one (1) Guaranteed Extra Board each in Zone 3 and Zone 4 respectively. [*Houston Hub, Zones 3, 4 & 5, Article I, E, 1*]

Zone 5

Extra Boards protecting service exclusively within Zone 5 shall be guaranteed as a combination road/yard extra board and shall be operated pursuant to the designated collective bargaining provisions. Any existing extra boards which presently exist may be consolidated as deemed appropriate by the Carrier. (See Side Letter No. 4.) [*Houston Hub, Zones 3, 4 & 5, Article I, F, 1*]

Side Letter No. 4 - This will reflect our understanding the extra board(s) protecting service exclusively within Zone 5 shall be guaranteed as combination road/yard extra board(s). The parties herein acknowledge that a separate agreement governing the operation, board positioning, and other general provisions pertaining to such extra board(s) is to be negotiated by the Director of Labor Relations and the General Chairmen. [April 23, 1997]

Longview Hub

- A. The following extra boards shall be established to protect vacancies and other extra board work into or out of the Longview Hub or in the vicinity thereof:
1. Shreveport: One Guaranteed Extra Board (combination road/yard) to protect all service in Zone 1 except the Longview-Livonia pool.
 2. Longview: Guaranteed Extra Board (combination road/yard) to protect each of the following:
 - a. Zone 1 pool freight service in the Longview-Livonia pool as defined in Article I.A.1. above.
 - b. All service in Zone 2, except as modified by paragraph 3. below.
 - c. All service in Zone 3, except as modified by paragraph 4. below.
 3. Tyler: One Guaranteed Extra Board (combination road/yard) to protect all assignments originating at Corsicana, Palestine, Tyler or Troup.
 4. Texarkana: One Guaranteed Extra Board (combination road/yard) to protect all assignments originating at Texarkana.
- B. If additional extra boards are established after the date of implementation of this agreement, it shall be done pursuant to the terms of the designated collective bargaining agreement. When established, the Carrier shall designate the geographic area the extra board will cover, If exhausted, such extra board may be supplemented from the next nearest extra board in the seniority district in accordance with existing agreement rules and practices.
[Longview Hub, Article IV]

Q&A's Longview Hub Extra Boards

- Q.1. How many extra boards will be combined at implementation?
- A.1. It is unknown at this time. The Carrier will give written notice of any consolidations whether at implementation or thereafter.
- Q.2. Are these guaranteed extra boards?
- A.2. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with the existing UP guaranteed extra board agreement.
- Q.3. Will extra boards established under this section be confined to protecting extra work exclusively within the zone in which established?

- A.3. Initially, all extra boards will only protect extra work within one zone. After implementation, should the Carrier desire to establish extra boards which protect extra work in more than one zone, this will be done pursuant to the existing collective bargaining agreement, and the parties must reach agreement as to how engineers from the zones involved will be allowed to exercise seniority to such extra board(s). Failure to reach such agreement, common seniority will be used.

San Antonio Hub

Combination road/yard extra boards may be established at the following locations with the following areas of coverage:

1. **Port Laredo** - Protect all vacancies on assignments with an on-duty point south of Gardendale to end of the UP line, hours of service relief on trains heading to Laredo that are between Gardendale and Laredo if no rested and available pool crews at Laredo to perform the work, and other usual extra board work between those two points.

NOTE: Engineers will be allowed a 30 minute driving allowance if called to work an assignment at Laredo and they choose to drive their own auto. This payment is in lieu of reporting at Port Laredo and being transported to Laredo and back to Port Laredo after the assignment is ended.

2. **San Antonio-Southwest** - to cover the pools to Del Rio/Eagle Pass, Laredo, Corpus Christi/Kingsville; hours of service relief for trains heading to San Antonio from those points when trains have at least reached Odlaw, Gardendale and George West; non pool assignments that operate on those lines with home terminals between San Antonio (including) and Odlaw, Gardendale and George West (all inclusive); yard assignments in the San Antonio terminal; and other usual extra board work in these areas.

NOTE: Depending on the needs of service the Carrier may establish a separate extra board for assignments in the San Antonio - Corpus Christi corridor. If established or recombined it shall be done pursuant to a ten day written notice to the General Chairman.

3. **San Antonio-Northeast** - to cover the pools to Taylor/Hearne Houston, Glidden/Bloomington; hours of service relief for trains heading to San Antonio from those points when within sixty-five miles of San Antonio; non pool assignments that operate on those lines with home terminals between San Antonio (including) and Glidden (including) and Ogden (not including); and other usual extra board work in these areas. This extra board will also protect vacancies in assignments that work the Kerrville Branch.

4. **Smithville** - to cover all Smithville pools; hours of service relief for trains heading to Smithville that are between Smithville and Sealy, Glidden, Dime Box, Taylor and Ajax(all inclusive); non pool assignments with home terminals at Smithville or between Sealy and Taylor, and Flatonia and Dime Box(all inclusive); and other

usual extra board work in these areas. In addition, hours of service relief on the tri-weekly local even if beyond the above points.

5. **Del Rio** - to cover the pool to Alpine; all other non pool assignments with an on duty point between Del Rio and Sanderson, Odlaw and Eagle Pass (all inclusive); service between Eagle Pass and Del Rio in both directions; hours of service relief for trains heading to Del Rio and Eagle pass between Sanderson and Odlaw (all inclusive); and other usual extra board work in these areas.
6. **Alpine** - to cover hours of service relief for trains heading to Alpine that are within 65 miles of Alpine, all other non pool assignments in this area and other usual extra board work in this area. If one assignment then the senior bidder from the two seniority Hubs shall be assigned and if two assignments then the other seniority Hub shall be assigned. If forced then it shall be forced even years from El Paso and odd years from San Antonio Hub.
7. **Georgetown** - to cover the Georgetown pool; all other non pool assignments with an on duty point between Austin (including) and Majorie (including) not including Taylor; hours of service relief for aggregate trains heading to Georgetown and other usual extra board work in these areas. This extra board shall continue to protect assignments in the Hearne area that are in the San Antonio Hub until the DFW Hub has been implemented.
8. **New Braunfels** - to cover the New Braunfels pool all non pool assignments between Ogden (including) and Austin (not including), including Ajax: hours of service relief for aggregate trains heading to New Braunfels and other usual extra board work in these areas.
9. **Corpus Christi** - to cover non pool assignments in the Corpus Christi/ Gregory area and up to George West (not including): hours of service relief for trains heading to Corpus Christi (from any direction) up to George West and Sinton (including) and other usual extra board work in these areas. The extra board shall be 50/50 Houston zone four and San Antonio. San Antonio shall have the odd numbered positions and zone four shall have the even numbered positions.

NOTE: Kingsville will perform hours of service relief for trains heading to Kingsville up to Odom.
10. **Glidden** - to cover hours of service relief for trains heading to Glidden from either direction up to Harwood and Rosenberg, if both Houston and San Antonio have short pools operating to this point. The extra board shall be 50/50 Houston zone four and San Antonio. On odd years San Antonio shall have the odd positions and on even years Houston zone four shall have the odd positions. [*San Antonio Hub, Article V, Section A*]

Establishment of Extra Boards

When the extra boards in Section A, above are established, the operation and administration of such extra board(s) will be governed by applicable provisions of the extra board provisions of the controlling CBA.

Carrier will give a ten (10) -day advanced written notice of its intent to establish extra board(s) in A, 1 -10 above or to consolidate pre-existing extra boards into those in A, 1-10 above. Existing extra boards not covered by a notice shall continue to operate until a notice is served abolishing or combining them. Beginning with implementation day these existing extra boards shall be governed by the provisions of the selected CBA. [*San Antonio Hub, Article V, Sections B & C*]

Calling Times

Pools and extra boards with a home terminal at San Antonio shall have a two hour call and pools with a home terminal at other locations shall retain their current call provisions. Extra boards at other locations shall have an hour and one-half call.

Turn Around Hours of Service Relief [*San Antonio Hub, Article III, Section E*]

Except as provided in Article III, D (Twenty-Five Mile Rule) and in **NOTE 1** below, hours-of-service relief at both home and away from home terminals shall be handled by extra boards, if available, prior to using pool crews in turn around service. Engineers used for this service may be used for multiple trips/dog catches in one tour of duty. Extra boards may handle this service in all directions out of a terminal.

NOTE 1: At Laredo, if a pool crew is rested and available, it shall be used ahead of the extra board, paid actual miles run with a minimum of a basic day and be placed first out after rest for a return trip to San Antonio.

NOTE 2: Nothing in this **Article III (D) and (E)** prevents the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing hours-of-service relief within road/ yard zone(s), pool crews performing through freight combined service/ deadheads between terminals, road switchers handling trains within their zones and using an engineer from a following train to work a preceding train.

Q&A's – SA Hub Extra Boards

- Q35. How many extra boards will be combined at implementation?
A35. It is unknown at this time. The Carrier will give written notice of any consolidations whether at implementation or thereafter. The Carrier will advise the number of positions for each extra board and the effective date for the new extra board.
- Q36. Are these guaranteed extra boards?
A36. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with the surviving CBA guaranteed extra board agreement.
- Q37. What extra board will cover the assignments at Eagle Pass?
A37. When the Eagle Pass extra board is eliminated they shall be covered by the Del Rio extra board.

- Q38. Will a pool be established to handle through freight or turnaround service between Del Rio and Eagle Pass?
- A38. Not initially, however if sufficient traffic develops to warrant a pool, then at the request of the local chairman one will be established.
- Q39. Will the extra board at Corpus Christi cover vacancies in both the San Antonio Hub and Zone 4 of the Houston Hub?
- A39. Yes, vacancies in non pool freight service at Gregory/Corpus Christi will be covered by this extra board.
- Q40. Will regular assignments in Corpus Christi/Gregory, both extra board and non pool, ever be filled by engineers from the other Hub?
- A40. If an assignment at these locations goes no bid by the Hub that has rights to it, then engineers from the other Hub may bid them in. If it goes no bid from both Hubs then engineers from the Hub that has prior rights will be forced.
- Q41. Will these same provisions apply at other frontier points where equity exists such as Glidden and Alpine?
- A41. Yes, but only to the extra boards.

SUPPLEMENTAL EXTRA BOARD AGREEMENT

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.

NOTE: 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. [Side Letter, March 7, 1989]

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 below) 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.

Example of Guarantee Computation

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

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

All earnings offset from guarantee are subtracted as dollar amounts.
[Attachment "A"]

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 AM 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 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.

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

RESERVE BOARD AGREEMENT

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.

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.

NOTE: 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. 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. [March 7, 1989 Side Letter]

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. [This paragraph is in MUPL version only]

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.

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 status shall not be eligible for reserve status for a period of six calendar months.

This Agreement shall become effective February 16, 1987 and shall remain in effect unless cancelled within two (2) years of the effective day by either party giving sixty (60) days written notice of cancellation to the other party or at any time during the two (2) year period by mutual agreement; thereafter, it will be subject to the provision of the Railway Labor Act.

This Agreement signed at Alexandria, La. this 4th day of February, 1987.

FOR THE EMPLOYEES:

FOR THE CARRIER:

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

/s/ R. R. GENTRY
Asst. Director Labor Relations

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

File: 140.80—4

Section 4 - Representation And Protection

GRIEVANCE PROCEDURES

DISCIPLINE AGREEMENT

[1996 System Agreement, Attachment (a)]

- 1. All existing agreements pertaining to the handing of discipline are eliminated and replaced by this agreement.

NOTE: This agreement is not intended to modify or replace "By-Pass" 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.

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.

Miscellaneous

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: 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 history.

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).

ADEPT - AGREEMENT DEVELOPED EDUCATION PROGRAM AND TRAINING

In a joint effort by management and labor to promote safety and efficiency and to ensure that all employees 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 3. (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) Employees 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.

NOTE: The parties have agreed to a \$20.00 per diem meal allowance to be paid by the Company to the employees who are in-training, under the terms of the Agreement, at a training location away-from-home as set forth in Section 4.[Side Letter #1. November 12, 1987]

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 employees who may not be charged with or involved in a rules violation and who desire to further their understanding of the operating rules. These employees 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.

EFFICIENCY TESTS

[Article 39]

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 employees.

GARNISHMENT OF WAGES

[Article 48]

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.

TIME CLAIM HANDLING PROCESS

[1996 System Agreement, Attachment (b)]

In an effort to provide a method for a condensed and more expedited process of handling time claims, it is agreed that all time claims after ratification of this Agreement shall be handled as follows:

1. All time claims must be presented in writing by or on behalf of the employee involved, to the officer of the Company authorized to receive same, within sixty (60) days of the date of the occurrence on which the claim is based.
2. Should any time claims be disallowed, the Carrier, within sixty (60) days from the date same was filed, must notify the employee or his representative in writing of the reason(s) for such disallowance.
3. If a disallowed claim is to be appealed on behalf of the employee, such appeal must be in writing within sixty (60) days from receipt of the notice of disallowance.
4. Within sixty (60) days of the date of the appeal, the highest Labor Relations Office authorized to handle such claim must notify the employee's representative in writing of his/her decision to reject this appeal.
5. Within one-hundred-eighty (180) days of the date of the rejection of the appeal, the B.L.E.'s highest designated officer to handled such claims must list this claim, in writing, for conference with labor Relations.
6. Within sixty (60) days of the time Claim Conference, Labor Relations must send a final rejection letter of such claim to the B.L.E.'s highest designated officer to handle such claim.

7. Within one-hundred-eighty (180) days of the date of the final rejection letter after Conference, the highest B.L.E. officer designated to handle such time claims must list the claim before a tribunal having jurisdiction pursuant to the law or agreement.
8. If either party fails to comply with a time limit contained in this agreement, the claim shall be allowed (if the carrier's failure) or withdrawn (if the organization's failure). Claims so disposed of shall not be considered as a precedent or a waiver of the contentions of either party as to other similar claims.
9. All rights of the Claimant involved in continuing alleged violations of the Agreement shall, under this rule, be fully protected by continuing to file a claim for each occurrence (or tour of duty).
10. This Rule recognizes the right of the representatives of the Organization party hereto to file and prosecute claims for and on behalf of employees they represent.

Note 1: It is understood the time limits set forth in this Rule may be extended by mutual agreement of the parties.

Note 2: The use of the term "in writing" in this Rule includes the use of electronic or computer-based delivery or transmission methods.

Note 3: The parties agree all claims submitted prior to the effective date of the is Rule will continue to be handled in accordance with applicable rules or procedures previously in effect. All claims submitted on or after the effective date of the Rule will be handled in accordance with this Rule.

Questions and Answers

Q-1: What does the term "list the claim" in Section 7 mean?

A-1: In "list(ing)" the claim, the Organization must either docket the claim to a Public Law Board in accordance with applicable National Mediation Board rules and procedures or file an ex parte notice of intent with the First Division, NRAB.

Q-2: Does this rule apply to claims under Labor Protective conditions?

A-2: Yes, unless the labor protective conditions provide for different time limits or procedures.

Q-3: 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? [General Q&A's]

A-3: Yes, agreements in effect which designate when the 60 days begin are not changed by this section.

Q-4: 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)? [General Q&A's]

- A-4:** 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.
- Q-5:** Is the intent under Section 5 to conference claims within 180 days of the Carrier rejection of appeal? [General Q&A's]
- A-5:** 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.

Method of Handling Time Claims (former TP)

In connection with the Changed Method of Handling Timekeeping the Memorandum of Agreement of April 12, 1946, File T-20822, is amended to read, as follows:

Time slips covering claims for time lost, runarounds, yard days, and other arbitrary allowances, will be made out in duplicate by the employe, and the original and the duplicate copy will be mailed by the employe in a separate envelope direct to the Office of Division Superintendent. Upon receipt of such claims same will be immediately investigated and where possible, if payable, will be allowed on payroll covering the period in which the claim occurred. In cases where the claim is not included in such payroll period, the claimant (claimants) will be notified prior to pay day for such period that it was not included, stating whether or not the case is still under investigation or, if then completed, advised the pay period in which same will be included if payable, or 15035 declining.

In connection with claims where a dispute develops as to the facts, either through conference or decision by a representative of the carrier, upon request of the General Chairman a joint investigation will be made to determine the facts. [CBA Addendums, Memorandum of Agreement, January 22, 1951, G-1, pg 187]

RULE G - 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 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

RULE G BY-PASS AGREEMENT

[February 28, 1984]

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.

EXAMINATIONS & TESTING RULES

SIGHT AND HEARING EXAMINATION

[Article 42]

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.

PHYSICAL EXAMINATION

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.
1. 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:
- (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 employee'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.

NOTE 1: 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. [Side Letter, April 25, 1979]

NOTE 2: 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 our 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. [Letter of Agreement, January 3, 1985]

OPERATING RULES EXAMINATION

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) Employes 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) Employes who are not afforded an opportunity to attend a class during their off-duty hours will be paid for time lost.

NOTE: Employe 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 employes 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.

NOTE: 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. [Letter of Understanding, January 11, 1985]

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

EMPLOYMENT

APPLICATION FOR EMPLOYMENT

Section 1 - Probationary Period

Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the carrier must be declined in writing to the applicant.

Section 2 - Omission or Falsification of Information

An employee who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the carrier had had timely knowledge of it. [Article VI, 1978 National Agreement]

TERMINATION OF SENIORITY

The seniority of any employee whose seniority-in engine or train service is established on or after November 1, 1985 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority. [Article XI, 1986 National Agreement]

SERVICE CERTIFICATES

[Article 49]

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

AGE DISCRIMINATION IN EMPLOYMENT ACT

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 agreement, 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. [*Letter of Understanding, March 26, 1987*]

EMPLOYEE INFORMATION

Commencing June 1975, the carriers will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads can not meet the 30-day requirement, the matter will be worked out with the General Chairman. [*Article IV, 1975 National Agreement*]

ENHANCED EMPLOYMENT OPPORTUNITIES

[*Sale of Rail Lines to a Non-Carrier*]

Section 1

In the event that a carrier sells or leases its interest in one or more rail lines to a non-carrier pursuant to a transaction authorized under 49 U.S.C. §10901 (or any successor provision) as to which labor protective conditions have not been imposed by any governmental authority, any employee represented by the organization signatory hereto who (i) as a result of that transaction is deprived of employment with the carrier because of the abolition of his position, and (ii) does not accept employment with the purchaser shall be entitled to the benefits set forth in Section 2.

Section 2

(a) An employee covered by Section 1 shall have the right, in seniority order, to bid on vacant positions or claim open locomotive engineer positions at any location on the carrier at any time within ninety (90) days after being deprived of employment. Seniority issues associated with the exercise of that right shall be resolved by the carrier and the organization representative or, absent agreement and at the request of either party by written notice served on the appropriate representative of the other party, by final and binding arbitration as provided in subsection (b). Solely for the purpose of this Section, a single locomotive engineer seniority roster for the carrier shall be developed, in accordance with applicable rules and procedures, no later than September 30, 1996.

(b) The arbitrator shall be selected by the parties. If they fail to agree within five days from the date notice of the submission to arbitration is received from the moving party, either party may request a list of five potential arbitrators from the National Mediation Board, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined

by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be paid under Section 153 of the Railway Labor Act.

(c) An employee exercising rights under this Section who relocates his residence shall receive a relocation allowance of \$5,000, provided, however, that an employee shall be required to elect between such allowance and any carrier relocation benefits that may be provided to such employee under other existing agreements or arrangements. Such allowance shall be paid in two equal installments: the first payable on the relocation date, and the second ninety (90) days thereafter. Such allowance (or any portion thereof) shall be payable as provided as long as the individual has an employment relationship with the carrier and is still at the new location at the time the payment is due.

NOTE: Employees who presently have extended seniority and who are deprived of employment on their prior right territory(s) as a result of a transaction covered in Section 1, will be covered by the conditions of Section 2(c), provided that any exercise of seniority must be beyond their prior right territory(s), with a minimum of fifty (50) miles distance.

Section 3

In the case of any transaction authorized under 49 U.S.C. §10901 (or any successor provision), the arrangements provided for under this Article shall be deemed to fulfill all of the parties' bargaining obligations that may exist under any applicable statute, agreement or other authority with respect to such transaction, and shall also be deemed to satisfy the standards for the protection of the interests of employees who may be affected by such transaction described in 49 U.S.C. §10901(e).

Section 4

This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier except as specifically provided herein. [*Article VII, 1996 National Agreement*]

SENIORITY

SENIORITY AGREEMENT

[*Article 40*]

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. All engineers hired or promoted from

other service, except as shown above, shall be listed upon the road engineers' seniority list.
[Removed "firemen in switch service" phrase]

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

No engineer shall be discharged after the expiration of sixty (60) days' service account of non-approval of his application for employment. **[Paragraphs 3 & 4 removed]**

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 employees 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) (No longer in effect)

(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 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 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, including those at outlying points, will register the accumulated mileage, or its equivalent, made during each trip upon arrival at terminal when tying up using the =TE or the =MC, Option 2, program, whichever is applicable. The above shall not operate to penalize the Railroad. [Reworded]

d. Seniority lists will be posted by CMS in the TCS system and made available at computer terminals at each on and off duty point, 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 Labor Relations. [Reworded]

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 [CMS bulletin clerk at all] terminal points affected, and the senior engineer on the territory making application to within [5 days] shall be assigned to same, unless he makes, within the time posted or before being assigned, a withdrawal of his application. [Reworded]

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.

g. 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.

Run Off Assigned Territory

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.

Penalty for Run Off Assigned Territory-

When Engineers are run off of their assigned territory, they shall receive a minimum of 100 miles in addition to any time or mileage made on regular assigned territory. [CBA Addendums, E-1, Page 139]

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 each entitled to his/her share of the mileage of such runs. [Reworded]

k. (No longer in effect)

l. (No longer in effect)

m. 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.

By agreement between Labor Relations and the General Chairman, the parties may agree to change the five-day rule now in effect back to ten days.

[EXPLANATORY NOTE: Removed]

n. Questions of seniority concerning 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. (No longer in effect)

p. If necessary on account of decreased business to reduce extra list, engineers cut off 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.

REDUCTION OF FORCE

[Article 29]

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.

RESTRICTED TO YARD SERVICE

[Applies to DFW, Longview Hubs and Houston Hub Zone 1]

It is agreed that the following will apply to Engineer restricted to yard service due to physical condition:

When an Engineer is restricted to yard service due to his physical condition and he cannot hold a regular yard assignment and is assigned to the Engineers' Extra Board, if his turn is called for a road assignment the restricted Engineer will hold his turn on the extra board and the road assignment will be filled by calling the first out qualified Engineer for the road service.

This agreement is effective June 16, 1975, and may be cancelled in ten (10) days written notice from one party to the other. [CBA Addendums, G-1, page 190]

UP/SP MERGER SENIORITY

DFW Hub Seniority

Boundaries and Rules Defined

[DFW Hub, Article I]

- A. A new seniority district entitled the Dallas Ft. Worth Hub ("Hub") shall be created that encompasses the following area: Toyah (including) to Mesquite (including); Childress (including) to Ft. Worth (including) on the trackage rights; Winfield (not including) to Ft. Worth (including) on the trackage rights; Wichita (not including) to Taylor (not including) and Hearne/Valley Jct. (including); Dallas (including) south to Ennis (including); Plano Jct. southwest to Ft. Worth and Ft. Worth northeast to McAlester(not including). (This includes all main and branch lines, industrial leads and stations between the points identified). This seniority district has provisions spelled out later in this document that combines Longview Hub engineers seniority with engineers in this Hub.
- B. Engineers with home terminals within the DFW Hub may work to points outside the Hub without infringing on the rights of other engineers in other Hubs and engineers outside the Hub may work to points inside the Hub without infringing on the rights of engineers inside the DFW Hub. The Hub identifies the on-duty points for assignments and not the boundaries of such assignments.

EXAMPLE 1: A road switcher on duty at Mesquite may work in any direction up to the limits of its radius as set by the controlling agreement, irrespective of the territorial description (boundaries) of the Hub.

EXAMPLE 2: A through freight train out of Ft. Worth may operate to points outside the territorial definitions of the DFW Hub, such as to Smithville.

NOTE 1: There are several points where engineers in this Hub work on tracks also used by engineers of other Hubs such as between Taylor and Hearne and between Mesquite and Ft. Worth. The entering into this agreement does not interfere with those operations.

SIDE LETTER NO. 4 CLARIFICATION: This refers to Article I B of the merger implementing agreement. There was some concern that this Section created new rights on the creation of new assignments and the parties agreed to clarify this in a side letter.

Article I B does not contain provisions that give rights to establish post merger pools, locals or road switchers that do not currently exist or are not created in this Agreement, that will operate both in this Hub and in another Hub. The provisions for establishing new post merger operations not currently existing or created in this agreement are covered in other agreements such as Article IX of the 1986 National Arbitration Award and the road switcher arbitration award.[DFW Hub, Side Letter No. 4, April 29, 1999]

- C. If an assignment goes on duty at the dividing point between two Hubs and the work is performed in the other Hub except for terminal work at the dividing point then that assignment shall be part of the Hub where the road work is performed, however short term vacancies will be protected by a designated extra board.
- D. When new locals are put on that will have an on duty point in this Hub and work both inside the Hub and outside the Hub, it shall be filled on a 50/50 equity basis with the DFW Hub filling the initial bulletin. The equity arrangement may be changed by

agreement between the local chairmen involved with written confirmation from the General Chairmen to the Carrier.

- E. There are several assignments that currently work into the DFW Hub such as the Longview - Ft. Worth Pool and the entering into this agreement does not interfere with their continued operation.

Q&A's - DFW Hub, Article I

Q1. What Hub is Hearne/Valley Jct. in?

A1. Assignments with a home terminal at Hearne/Valley Jct. are in the Dallas/Ft. Worth Hub unless they are an Article I, C assignment. Hearne/Valley Jct. will be an away from home terminal for engineers from several different Hubs.

Q2. Will engineers from other Hubs have any right to assignments at Hearne/Valley Jct. if an extra board is established there?

A2. Those rights are set forth in this agreement.

Q3. In some places in this Agreement it refers to Hearne and others to Hearne/Valley Jct. Is there a difference?

A3. No, the references to Hearne are to the entire Hearne/Valley Jct. area.

Q4. Are assignments on the Oklahoma City Sub Division part of this Hub?

A4. Yes, and Article II provides for the manner of selecting the engineers.

Q5. If a current assignment operates in two Hubs will both Hubs have equity in that assignment?

A5. No, Unless specifically provided for in this agreement.

Q6. Can you give an example for Article 1, C?

A6. If an assignment goes on duty at Taylor and works exclusively between Taylor and Waco, that assignment is filled from the DFW roster. Likewise an assignment that goes on duty at Hearne and works to Giddings is a San Antonio assignment.

Q7. Does Article I permit the Carrier to change the home terminal of an established pool run and then shift the rights to the run without any further consideration for those who used to work the pool? For example, can the Carrier advise that the Ft. Worth - Smithville pool is now operated with a home terminal of Smithville?

A7. No, the Carrier would have to serve an Article IX National Agreement notice and meet with the parties to discuss the terms and conditions of that run including seniority.

Q40. Is Side Letter No. 1 (December 9, 1988) of the KATY merger still applicable?

A40. It is applicable to engineers in the DFW Hub who have a UP/SSW/SP seniority date applicable in the DFW Hub, as an engineer, preceding the date of Letter Agreement No.1 (December 9, 1988). It does not apply to engineers establishing seniority as a locomotive engineer in the DFW Hub subsequent to the implementation of this Implementing Agreement. [*DFW Hub Agreement, Q&A's*]

Seniority and Work Consolidation
[DFW Hub, Article II]

The following seniority consolidations will be made:

- A.
1. A new seniority district, known as the DFW Hub, will be formed and a master UP/BLE DFW Hub Merged Engineer's Seniority Roster, will be created from engineers assigned / working in the territory comprising the new DFW Hub and those outside the Hub who have rights to place in the Hub and elect to place in the Hub. (See section H of this Article II for integration of Longview Hub seniority)
 2. The number of engineers who will be placed on the roster will be capped at the level of UP, SP, and SSW positions that existed in the month prior to the merger being approved or the number of current positions whichever is greater. As a result, but unlikely to happen, engineers electing to come into the Hub may bump some engineers out of the Hub. These elections and displacements shall be seniority moves and not entitled to a relocation allowance. Should more positions exist at time of implementation then the pre merger numbers shall set a template.

NOTE: Engineers who may have a relocation allowance held in abeyance from a merger transaction may utilize that allowance if electing this Hub and meet the relocation provisions.

B. The new rosters will be created as follows:

1. Engineers assigned on the seniority rosters identified in Section A above will be dovetailed based upon their current engineer's seniority date or consolidated seniority date, whichever is applicable. For UP engineers it will be the pre KATY merger seniority date, not the 1989 merger date. This shall include any engineer working in train service or as a hostler in the DFW Hub. If this process results in engineers having identical seniority dates, seniority ranking will be determined by the employee's earliest retained fireman's date with the Carrier and if still identical then on the earliest retained hire date.
2. All engineers placed on the roster may work all assignments protected by the roster in accordance with their seniority and the provisions set forth in this agreement and the controlling collective bargaining agreement.
3. Engineers who elect to be placed on the DFW Hub Merged Engineer's Seniority Roster shall relinquish all seniority outside the Hub upon implementation of this Agreement and all seniority inside the Hub held by engineers outside the Hub who do not elect to place in this Hub shall be eliminated. Those inside the Hub who elect to hold their seniority in abeyance shall be placed temporarily on the roster until such time as they elect to place on a post DFW Hub roster or there is no further election and by default become a permanent DFW Hub engineer.
4. Engineers hired or promoted after the implementation of the Longview Hub (02-01-98) shall only have common seniority unless the Cap in A, 1, above is not filled. If not filled, then engineers hired or promoted in either the Longview or

DFW Hub after 02-01-98 shall be offered a prior right Cap spot, in seniority order, until the Cap is filled. Once the DFW Cap is filled all other common engineers shall remain as common engineers.

5. Engineers who are on an authorized leave of absence or who are dismissed and later reinstated with seniority unimpaired, will have the right to displace to any Hub and prior rights assignment which may have been established on his/her former territory, provided his/her seniority at time of selection would have permitted him/her to hold that selection. The parties will create an inactive roster for all such engineers until they return to service in a Hub or other location at which time they will be placed on the appropriate seniority rosters and removed from the inactive roster.
6. Engineers currently borrowed out to the DFW Hub, will be released when their services are no longer required and will not establish a permanent date on the merged roster.
7. The work on the Oklahoma City subdivision that is currently protected from the Coffeyville/Van Buren roster shall be transferred to this Hub and the following shall govern seniority.
 - a. Those engineers on the assignment on the date of the thirty day notice of implementation shall have first rights to retain those assignments and be placed on the DFW Hub roster.
 - b. Should those engineers elect to not retain those assignments then they shall be offered to the Coffeyville/Van Buren roster for bid and the successful bidders shall be placed on the DFW roster. Should no one bid the assignments then they shall be available to the DFW roster. Thereafter they shall only be available to the DFW roster.

Seniority and Work Consolidation Q&A's

- Q8. Does the "earliest retained hire date" in Article II B (1) refer only to an operating craft date?
- A8. No, it refers to the earliest retained hire date regardless of position. However if an engineer took an allowance that required them to relinquish that seniority then that date would no longer apply.
- Q9. How long will prior rights be in effect?
- A9. For a period of five years with the number of assignments covered by prior rights declining in the last two years.
- Q10. In Article II(B)(7), what does the phrase "when their services are no longer required" mean?
- A10. It is the parties intent to release borrow out engineers as soon as practical but without causing an added burden on those engineers who remain in the Hub. When the change in operations result in sufficient engineers to cover the service, then the borrow out engineers services will no longer be required and they will be released.

- Q11. When the new rosters are created, will there be any distinctions between former UP, SSW and SP engineers?
 A11. No, for assignments filled from the common roster. Prior right assignments will be from different pre merger rosters.
- Q12. After implementation, when new engineers start engineer training, what engineer roster will they be placed on when they have completed training?
 A12. The common roster with no prior rights.
- Q13. Are full time union officers, Company officers, medical leaves and those on leave working for government agencies covered under Article II, B, 6?
 A13. Yes.
- Q14. In Article II(E), what does it mean when it refers to protecting all vacancies within the Hub?
 A14. If a vacancy exists in the Hub, without regard to prior rights, it must be filled by an engineer holding reserve board rights prior to placing any engineers on reserve, or supplemental boards.
- Q15. What is the status of pre October 31, 1985 firemen seniority?
 A15. There is no change in that status. [DFW Hub Agreement, Q&A's]

Baseline Prior Rights

[DFW Hub, Article II, Section C]

Prior right provisions as set forth below, shall govern the following assignments.

1. Ft. Worth - Taylor/Hearne/Smithville (SP 16%, UP 84%, up to the baseline of 45 then dovetail roster.)
2. Ft. Worth - Sweetwater (UP 100%, up to the baseline of 6 then dovetail roster.)
3. Ft. Worth - Childress/Chickasha/Purcell (UP 62%, SSW 38% up to the baseline of 16 then dovetail roster.)
4. Ft. Worth - McAlester (UP 100%, up to the baseline of 34* then dovetail roster.)
5. Ft. Worth - Denison (UP 100%, up to the baseline of 34* then dovetail roster.)
6. Dallas - Taylor/Hearne/Tyler (SP 100% up to the baseline of 8 then dovetail roster.)
7. Sweetwater - Toyah (UP 100% up to the baseline of 5 then dovetail roster.)
8. Chickasha/Purcell - Wichita/Winfield (UP100% up to the baseline of 9 then dovetail roster.)
9. Chico Aggregate - (UP 100% up to the baseline of 4 then dovetail roster.)

10. Chickasha - Lawton regional pool (UP100% up to the baseline of 2 then dovetail roster.)
11. Denison - McAlester (UP100% up to the baseline of 34* then dovetail roster.)

NOTE: The baseline of 34 for paragraphs 4,5 and 11 is a total amount for those three pools. Within thirty (30) days of implementation the local chairman shall notify the Carrier in writing of the distribution of the total for the three pools and it shall not change after that. For example if 4 has 20 and 5 and 11 have 7 each then those are the baselines for the remainder of the initial baseline period. If not notified then the General Chairman shall set the baseline divisions.
12. Ft. Worth yard assignments prior rights shall be based on the attached chart (SP 3%, UP 97%)
13. Dallas yard assignments prior rights shall be based on the attached chart (SP 22%, UP 69%, SSW 9%)
14. Arlington TSE assignments (UP100%) with a baseline of 10, however two GSW assignments shall be prior righted to those with prior GSW seniority.
15. Yard assignments at the following outlying points shall be prior righted with the baseline in brackets: Hearne (SP) (3), Waco(SSW) (1), Ennis (SP) (1), Oklahoma City (UP)(1), Enid (UP) (2), Big Spring (UP) (3), Odessa (UP) (2) and Denison (UP) (1). These are not prior righted if changed to non yard assignments.
16. All other assignments shall be filled from the dovetail roster.

Prior Rights Phase Out

[DFW Hub, Article II, Section D]

Prior rights shall be phased out on the following basis:

1. For the first three years after implementation the pools shall retain prior rights up to the baseline level of 100%. At the start of the fourth year the prior rights shall fall to 67% and at the start of the fifth year at 33% and at the start of the sixth year all pool turns shall be assigned off the common roster.
2. DFW Hub Yard assignments and Arlington and GSW TSE assignments prior rights shall be reduced at the same time as the pool assignments except beginning with the 4th year all third shift assignments will be assigned using the common roster, beginning with the 5th year all second shift assignments will be assigned using the common roster and beginning with the 6th year all assignments will be filled using the common roster.

General Provisions

[DFW Hub Article, II, Sections E-G]

All vacancies within the DFW Hub must be filled prior to any engineer being reduced from the working list or prior to engineers being permitted to exercise to a reserve board. All engineers not eligible to hold a reserve board must be displaced prior to any engineer holding a position on a reserve board. (See Article VI for "Home Rule" provisions)

Engineers will be treated for vacation, payment of arbitraries and personal leave days as though all their service on their original railroad had been performed on the merged railroad.

SPEL and SSW engineers who are covered by this Implementing Agreement and who have earned vacation in 1999 for 2000 shall be entitled to obtain the benefits of the vacation agreement they worked under in 1999 for the calendar year 2000. Thereafter, vacation benefits shall be as set forth in the controlling agreement on the merged territory.

Longview Hub Seniority Consolidation

[DFW Hub, Article H]

During negotiations of the DFW Hub it was agreed that the consolidation of Longview and DFW engineer's seniority would be handled in a separate side letter. As such the following is Article II Section H.

Longview Hub seniority and DFW Hub seniority shall be consolidated in the following manner:

1. Prior to the phase out of all prior rights in the DFW hub, jobs advertised in the DFW Hub that do not receive a DFW prior rights bid will be assigned from the DFW common roster. If there are no bids received from the DFW common roster, then the assignments shall be assigned from the Longview common roster. Like wise, jobs advertised in the Longview Hub that do not receive a prior rights bid, will be assigned from the Longview common roster. If there are no bids received from the Longview common roster, then the assignment shall be assigned from the DFW common roster. If no bids are received, then the jobs going "no bid" will be assigned in accordance with the respective DFW or Longview Hub Agreement.
2. A new consolidated DFW-Longview dovetailed master common roster will be formed by combining the DFW and Longview dovetailed common seniority rosters into one master dovetailed common roster. Subsequent to the prior rights phase out in the DFW Hub, all jobs in the DFW-Longview Hub will be assigned from the consolidated DFW-Longview master dovetailed common roster. *[DFW Hub, Side Letter No. 5, April, 29, 1999]*

Hearne/Valley Jct. Seniority

[DFW Hub, Article I]

Hearne/Valley Jct. Seniority shall be as follows:

1. Regular assignments, including Article I,C assignments (which are filled by the home Hub roster), shall be filled first by Home Hub or DFW engineers, whichever

is applicable. If an assignment goes no bid from the DFW engineers or Home Hub engineers, engineers from other Hubs that run into Hearne may bid on these assignments. When assigned they will be subject to displacement from DFW or Home Hub engineers. If no bid from any engineer then recall shall be from the DFW Hub or Home Hub as appropriate.

2. Extra board assignments shall be available for bid by engineers in the following order of selection 1. Houston, 2. San Antonio 3. DFW 4. Longview (repeated as necessary). If an assignment goes no bid from the designated non-DFW areas the assignments shall henceforth belong to the DFW Hub. These prior rights do not phase out with the pool prior rights but remain as long as the other Hubs bid them in.

Q&A's on Hearne/Valley Jct.

Q1. What Hub is Hearne/Valley Jct. in?

A1. Assignments with a home terminal at Hearne/Valley Jct. are in the Dallas/Ft. Worth Hub unless they are an Article I, C assignment. Hearne/Valley Jct. will be an away from home terminal for engineers from several different Hubs.

Q2. Will engineers from other Hubs have any right to assignments at Hearne/Valley Jct. if an extra board is established there?

A2. Those rights are set forth in this agreement.

Q3. In some places in this Agreement it refers to Hearne and others to Hearne/Valley Jct. Is there a difference?

A3. No, the references to Hearne are to the entire Hearne/Valley Jct. area. [DFW Hub Questions and Answers]

No Bid Assignments – 50 Mile Rule

If an assignment goes no bid and there are demoted engineers, the senior demoted engineer working within 50 miles of the assignment shall be recalled to engine service and placed on the vacant assignment. If no such engineers then the senior demoted engineer working in the source of supply and finally the senior demoted engineer on the seniority roster shall be recalled. [DFW Hub, Article VI, E]

Protective Benefits

[DFW Hub, Article VII]

- A. Due to the parties voluntarily entering into this agreement the Carrier agrees to provide New York Dock wage protection (automatic certification) to all engineers who are listed on the DFW Hub Merged Rosters on implementation day and working in engine service. This protection will start with the effective (implementation) date of this agreement and any interim protection shall end. The engineers must comply with the requirements associated with New York Dock conditions or their protection will be reduced for such items as layoffs, bidding/displacing to lower paying assignments when they could hold higher paying assignments, etc. Protection offsets due to unavailability will be governed

by New York Dock provisions. This does not include those engineers working in the Longview Hub who are placed on the DFW roster as they have already started their NYD protection period.

- B. This protection is wage only and hours will not be taken into account.
- C. Engineers required to relocate under this agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an engineer required to relocate may elect one of the following options:
1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of \$10,000 upon providing proof of actual relocation.
 2. Homeowners may elect to receive an "in lieu of" allowance in the amount of \$20,000 upon providing proof of actual relocation.
 3. Homeowners in Item 2 above, who provide proof of a bona fide sale of their home at fair value at the location from which relocated, shall be eligible to receive an additional allowance of \$10,000.
 - (a) This option shall expire five (5) years from date of application for the allowance under Item 2 above.
 - (b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.
 4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after three (3) years from date of implementation of this agreement.
 5. Engineers receiving an "in lieu of" relocation allowance pursuant to this implementing agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years. If an engineer is no longer able to hold at this location later during the two year period and relocates to a position more than thirty miles from this location then they will not be required to move back if able to later hold at that location.
 6. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this implementing agreement. An engineer who received an "in lieu of" relocation allowance under the Longview Hub agreement shall not be eligible for one under this agreement.
 7. Required to relocate shall include engineers who are the senior bidder for an assignment and they reside (within 30 miles) at a location where the work was moved from and they are bidding on the assignments where work is moved to.

EXAMPLE: When pools are rearranged and positions are relocated from Big Spring to Sweetwater and Ft. Worth, senior bidders from Big Spring will be treated as "required" to relocate when bidding on these assignments. Likewise if a Ft. Worth engineer bids on a

Sweetwater assignment they are not "required to relocate because no work was transferred from Ft. Worth to that location.

- D. There will be no pyramiding of benefits.
- E. Engineers who do not have an interim protection shall select either the calendar year 1995 or 1996 to have their TPA calculated. Local Chairmen will provide the protection bureau a list of the names and SSN's and the year that the engineer selects to have his/her TPA developed. If an engineer is currently covered by an interim protection TPA due to the merger then the engineer may elect to retain that TPA or select the period January 1, 1995 through December 31, 1995. Engineers who were employed after the year 1995 shall use the twelve month period prior to implementation. When TPA's are mailed to the engineers the engineer must respond within thirty days from the date of the letter or they will be given the higher TPA. The TPA for union officers will be based on the two engineers above and two engineers below the officer with regular work records in the same class of service on the pre-merger roster or their regular TPA, whichever is larger.
- F. When an extra engineer takes a paid personal leave day and is marked up at the end of the 24 hour period, the personal leave day will be calculated for protection purposes as a single day even though the time off may span parts of two separate calendar days. This is without prejudice or precedent to other Hubs with different offset provisions.
- G. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this agreement.

Protection Q&A's

- Q41. What is automatic certification?
A41. An understanding reached by the parties that an engineer will be provided the benefits of the applicable labor protective conditions without having to prove he/she was adversely affected as a result of implementation of this Agreement.
- Q42. How will the test period average be determined?
A42. The TPA will be calculated in accordance with New York Dock provisions.
- Q43. How does the Carrier calculate test period earnings if, for example, an engineer missed two (2) months compensated service in a 12 month period?
A43. If an engineer had no compensated service in the two (2) months, the Carrier will go back fourteen (14) months to calculate the test period earnings based on twelve (12) months compensated service.
- Q44. How will an engineer be advised of their test period earnings?
A44. Test period averages will be furnished to each individual and the General Chairmen.
- Q45. An engineer protects an extra board which pays a bonus day to an employee who stays marked up on the board for the entire month. Is this payment included in calculation of test period averages?

- A45. Yes, and used to determine if the TPA has been reached for the month when paid.
- Q46. Is vacation pay received during the test period considered as compensation?
- A46. Yes, and used to determine if the TPA has been reached for the month when paid.
- Q47. Regarding the above question, if an engineer is on vacation the entire month and the vacation pay thereof is less than his TPA, would he be entitled to draw a displacement for the difference?
- A47. Yes.
- Q48. How is length of service calculated?
- A48. It is the length of continuous service an engineer has in the service of the Carrier with a month of credit for each month of compensated service.
- Q49. If an engineer has two years of engineer's service and three years of conductor service, and one year of clerical service how many years of New York Dock protection will they have?
- A49. Six.
- Q50. How will the engineers know which jobs are higher rated?
- A50. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.
- Q51. Will specific jobs be identified in each grouping?
- A51. Pools, locals and extra boards may be identified separately but yard jobs and road switchers will not be.
- Q52. What rights does an engineer have if he/she is already covered under labor protection provisions resulting from another transaction?
- A52. Section 3 of New York Dock permits engineers to elect which labor protection they wish to be protected under. By agreement between the parties, if an engineer has three years remaining due to the previous implementation of Interdivisional Service the engineer may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. It is important to remember that an engineer may not receive duplicate benefits, extend their protection period or count protection payments under another protection provision toward their test period average for this transaction.
- Q53. Can you give an example of how Article VII, F applies?
- A53. If an extra engineer takes a personal leave day starting at noon on Monday and marks back up at noon on Tuesday, the protection bureau will calculate the difference between the lost earnings and the amount paid for the day and that will be the offset. A minimum lost earnings would be a single basic day not two basic days.
- Q54. If an engineer has worked full time in yard service during the test period, will they have to place in road service if it is the highest paying assignment to keep from having offsets?

- A54. Recognizing that some engineers have spent considerable time in the yard and have not been on the road in some time, the Carrier will allow these engineers to remain in yard service. It will be the responsibility of the Local Chairmen to identify these individuals. This does not apply to other assignments nor to engineers who worked both in the yard and on the road even if the road service was emergency road service.

NOTE: This confirms the parties' understanding with respect to New York Dock Protection and the requirement to obtain the highest paying assignment for employees.

The parties agree if an engineer worked full time in yard and/or traveling switcher service during his/her test period, he/she will not have to place in road service if it is the highest paying assignment to continue protection pay. The Carrier will allow these employees to remain in yard and/or traveling switcher service and it will be the responsibility of the local chairman to identify these individuals.

By making this understanding, it is clearly understood it does not apply to other assignments nor to engineers who have worked both in yard and/or road service, even if the road service was emergency road service.

Finally, it is understood the above will be applicable to all locomotive engineers in the Longview, Houston, San Antonio and DFW Merger Hubs. [*July 17, 1999 Letter of Understanding*]

- Q55. Why are there different dollar amounts for non-home owners and homeowners?
A55. New York Dock has two provisions covering relocating. One is Article 1, Section 9, Moving Expenses and the other is Section 12, Losses from Home Removal. The \$10,000 is in lieu of New York Dock moving expenses and the remaining \$20,000 is in lieu of loss on sale of home.
- Q56. Why is there one price on loss on sale of home?
A56. It is an in lieu of amount. Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on sale of home or want to go through the procedures to claim the loss under New York Dock.
- Q57. What is loss on sale of home for less than fair value?
A57. This refers to the loss on the value of the home that results from the Carrier implementing this merger transaction. In many locations the impact of the merger may not affect the value of a home and in some locations the merger may affect the value of a home.
- Q58. If the parties cannot agree on the loss of fair value what happens?
A58. New York Dock Article 1, Section 12(d) provides for a panel of real estate appraisers to determine the value before the merger announcement and the value after the merger transaction.
- Q59. What happens if an engineer sells the home for \$20,000 to a family member?

A59. That is not a bona fide sale and the engineer would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.

Q60. What is the most difficult part of New York Dock in the sale transaction?

A60. Determine the value of the home before the merger transaction. While this can be done through the use of professional appraisers, many people think their home is valued at a different amount.

Q61. Who is required to relocate and thus eligible for the allowance?

A61. An engineer who can no longer hold a position at his/her location and must relocate to hold a position as a result of the merger. This excludes engineers who are borrow outs or forced inside the Hub and released.

Q62. Are there mileage components that govern the eligibility for an allowance?

A62. Yes, the engineer must have a reporting point farther than his/her old reporting point and at least 30 highway miles between the current home and the new reporting point and at least 30 highway miles between reporting points.

Q63. Can you give some examples?

A63. The following examples would be applicable.

EXAMPLE 1: Engineer A lives at Big Spring and when the pools are rearranged the engineer can no longer work at Big Spring. The engineer relocates to Sweetwater. The engineer meets the requirement for an allowance and whether he/she is a home owner who sells their home or a non-homeowner determines the amount of the allowance.

EXAMPLE 2: Engineer B lives 35 miles north of Ft. Worth and goes on duty at the SP yard office in Ft. Worth. As a result of the merger he/she goes on duty at the UP yard office which is three miles further away. No allowance is given.

EXAMPLE 3: Engineer D lives in Chico and holds an assignment in Ft. Worth. After the merger they cannot hold at that location and they can hold a position in Chico. Because the engineer can hold in Chico, which is closer to his place of residence, no allowance is given no matter where they finally place.

Q64. Are there any seniority moves that are eligible for an allowance?

A64. Yes, when work is moved from one location to another, senior bidders from the location where work is moved from will be eligible.

Q65. May an engineer sell his home prior to the actual implementation of the merger and still be considered a home owner for relocation purposes?

A65. By agreement between the parties such an employee would be entitled to treatment as a "homeowner" provided:

1. Upon actual implementation of the Merger Implementing Agreement the engineer meets the requisite test of having been "required to relocate",

2. The sale of the residence occurred at the same location where claimant was working immediately prior to implementation, and
 3. The sale of the residence occurred after the date of this Agreement.
- Q66. Will engineers be allowed temporary lodging when relocating?
- A66. Engineers entitled to a relocation allowance shall be given temporary lodging for thirty (30) consecutive days as long as they are marked up.
- Q67. Are there any restrictions on routing of traffic or combining assignments during the implementation period or thereafter?
- A67. There are no restrictions on the routing of traffic in the DFW Hub once the 30-day notice of implementation has lapsed. There will be a single collective bargaining agreement and limitations that currently exist in that agreement will govern (e.g. radius provisions for road switchers, road/yard moves, etc.). However, none of these restrictions cover through freight routing. The combining of assignments between the Carriers is covered in this agreement and is permitted.
- Q68. Will the Carrier offer separation allowances?
- A68. The Carrier will review it's manpower needs at each location and may offer separation allowances if the Carrier determines that they will assist in the merger implementations.
- Q69. When will a reserve board be established and under what conditions will they be governed?
- A69. Depending on manpower needs there may be engineers on reserve boards on implementation day. The consolidated reserve board will be effective on that day however agreement provisions requiring all vacancies to be filled and the displacement of engineers not entitled to reserve board positions must be complied with prior to the Carrier opening reserve board positions. The reserve board provisions of the controlling CBA will govern it's operation.
- Q70. Will engineers be eligible for a dismissal separation under New York Dock?
- A70. For the purposes of New York Dock separations no engineers will be considered "dismissed" engineers or eligible for New York Dock separation.
- Q71. Can an engineer be forced outside the Hub after implementation?
- A71. If the engineer has made his/her seniority selection to be in the Hub then they cannot be forced outside the Hub unless it is to protect DFW Hub seniority that may exist due to equity provisions. If the engineer has elected to hold his/her seniority in abeyance then there may be conditions that result in the engineer being forced to protect their seniority. One needs to remember that when elections are made if senior engineers elect to come into the Hub creating a surplus, then other engineers could be forced out in connection with this process.
- Q72. If an engineer has started their New York Dock protection in another Hub and they elect to place in the DFW Hub will they start their New York Dock protective period over?
- A72. No, they will continue on with the same time period that started with the implementation of the other Hub.

- Q73. If an engineer is displaced does an offset to his/her TPA begin immediately upon being notified?
- A73. By agreement between the parties, the Carrier will allow an engineer up to three hours after being notified to make a displacement without an offset being applied.
- Q74. If an engineer is displaced from his/her assignment and not immediately notified of the displacement, will their New York Dock protection be reduced?
- A74. An engineer's reduction from New York Dock protection would not commence until notification or attempted notification by telephone or in person. The reduction would continue until the engineer placed himself/herself. Computer records will be referred to when needed.
- Q75. Can you give some examples of when New York Dock offsets would occur?
- A75. Yes.

EXAMPLE 1: Engineer A is in pool service and lays off and his/her turn goes out and if he/she had worked the trip, would have earned \$500 on the round trip. The offset would be \$500. If the engineer continues to lay off after their turn returns to the home terminal then they may have an additional offset.

EXAMPLE 2: Engineer B is in pool service and at noon on Monday is displaced and the Carrier notifies the employee at 1 PM. The engineer takes 36 hours to make a placement and places on a 4PM yard assignment going to work on Wednesday. The engineer would have 2/30's of their protection offset for the month. Additional offsets may be applicable if the assignment displaced to was not the highest earning assignment they could hold.

EXAMPLE 3: Engineer C is in pool service and takes a single day personal leave and their turn makes a round trip and the employee would have earned \$500. The offset is the difference from the amount paid for the personal leave day and the \$500. If the engineer took a personal leave day between trips and lost no earnings then their would be no offset.

EXAMPLE 4: Engineer D is in pool service and is displaced at 8 pm on Monday. The Carrier makes several attempts to contact the engineer beginning at 8AM on Tuesday and finally contacts the engineer at 4PM on Tuesday. The engineer's offset begins at 8AM on Tuesday and the amount depends on when the employee places.

EXAMPLE 5: Engineer E is first out on the extra board and misses a call for a HOS relief that would have paid \$150, the offset will be \$150. If the missed call was for a \$500 round trip then the offset would be \$500.

NOTE: This example assumes that the engineer marks back up after only one trip is missed. Additional time off would result in additional offsets.

Houston Hub Seniority

Zone 1

Former Rosters Included:

<u>SP</u>	<u>UP</u>	
Morgan, Louisiana & Texas District (34.52%) (Roster #31)		Avondale (Roster #16101) (48.97%) DeQuincy (Roster #05101) (.98%) TPMP (Roster 17101) (1 5.54%)

- a. Seniority integration of the employees from the above affected former rosters into one consolidated prior rights seniority roster for Zone I will be done in the manner set forth in the Standby Seniority Merger Implementing Agreement executed this date. Based upon the equity data provided to the Organization, a merged roster will be developed by the Organization using the percentages denoted above. The number of engineers on such prior rights roster will be mutually agreed upon by the parties based upon anticipated service requirements prior to the formulation of the prior rights merged roster for Zone 1.
- b. Service requirements for Zone 1 not filled by employees on the prior rights rosters described above shall be protected by engineers from the common seniority roster defined in Article II, D. of the Standby Seniority Merger Implementing Agreement. [*Houston Hub, Zones 1&2, Art. I, A, 2*]

Alexandria Extra Board Engineers

This refers to our discussions regarding Section 13(d) of the Livonia Interdivisional Agreement dated February 27, 1995. It was agreed that the “current identified employees” referred to in said Section 13(d) may remain on the extra board at Alexandria regardless of the expiration of the protective benefits there under, subject to Section 13(d)(1), (3) and (4) of said Agreement. [*Side Letter No. 6, January 17, 1997*]

- [Back to Zone 1 Pool Operations](#)

Zone 2

Former Rosters Included:

<u>SP</u>	<u>UP</u>	
Texas & New Orleans District (66.78%)(Roster #01)		DeQuincy (Roster#05101) (24.19%) Lake Charles (Roster #350101) (2.67 %) Baytown (Roster #041101) (6.36%)

- a. Seniority integration of the employees from the above affected former rosters into one consolidated prior rights seniority roster for Zone 2 will be done in the manner set forth in the Standby Seniority Merger Implementing Agreement executed this date. Based upon the equity data provided to the Organization, a merged roster will be developed by the Organization using the percentages denoted above. The number of engineers on such prior rights roster will be mutually agreed upon by the parties based upon anticipated service requirements prior to the formulation of the prior rights merged roster for Zone 2.
 - b. Service requirements for Zone 2 not filled by employees on the prior rights rosters described above shall be protected by engineers from the common seniority roster defined in Article II, D. of the Standby Seniority Merger Implementing Agreement. [*Houston Hub, Zones 1 & 2, Art. I, B, 2*]
- [Back to Zone 2 Pool Operations](#)

Zone 1 & 2 Protective Benefits

All employees who are listed on the prior rights Avondale West (Zone 1) and Houston East (Zone 2) merged rosters shall be considered adversely affected by this transaction and consolidation and will be subject to the New York Dock protective conditions which were imposed by the STB. It is understood there shall not be any duplication or compounding of benefits under this Agreement and/or any other agreement or protective arrangement.

- 1. Carrier will calculate and furnish TPA's for such employees to the Organization as soon as possible after implementation of the terms of this Agreement. The time frame used for calculating the TPA's in accordance with New York Dock will be August 1, 1995 through and including July 31, 1996.
 - 2. In consideration of blanket certification of all employees covered by this Agreement for wage protection, the provisions of New York Dock protective conditions relating to "average monthly time paid for" are waived under this Implementing Agreement.
 - 3. Test period averages for designated union officers will be adjusted to reflect lost earnings while conducting business with the Carrier.
 - 4. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this Agreement. [*Houston Hub, Zones 1 & 2, Article V, Section A*]
- B. Engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:

1. Non-homeowners may elect to receive an in-lieu of allowance in the amount of \$10,000 upon providing proof of actual relocation.
 2. Homeowners may elect to receive an "in lieu of" allowance in the amount of \$20,000 upon providing proof of actual relocation.
 3. Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of \$10,000.
 - a) This option shall expire within five (5) years from date of application for the allowance under Item 2 above.
 - b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.
- NOTE:** All requests for relocation allowance must be claimed on form which is attached as "Attachment "H"
4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.
 5. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this Implementing Agreement.
 6. Engineers receiving an in-lieu of" relocation allowance pursuant to this Implementing Agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years. [*Houston Hub, Zones 1 & 2, Article V, Section B*]

Protection Q&A's Zones 1&2

Section A:

- Q.1. What is blanket certification?
- A.1. An understanding reached by the parties that an engineer will be provided the benefits of the applicable labor protective conditions without having to prove he was adversely affected as a result of implementation of this Agreement.
- Q.2. How will test period earnings be calculated for engineers returning to service following extended absence (a period of one year or more)?
- A.2. Their test period earnings will be the average of the test period earnings of the two (2) engineers next junior and two (2) engineers next senior to

such individual returning to service.

- Q.3. How does the Carrier calculate test period earnings if, during the last twelve (12) months, an engineer has missed two (2) months compensated service?
- A.3. The Carrier will go back fourteen (14) months (or however many months necessary) to calculate the test period earnings based on twelve (12) months compensated service.
- Q.4. How will an engineer be advised of his test period earnings?
- A.4. Test periods will be furnished to each individual and their appropriate General Chairman.
- Q.5. An engineer is off one or more days of a month in the test period account of an on-duty personal injury. Will that month be used in computing test period averages?
- A.5. Yes, if the engineer performed other compensated service during the month.
- Q.6. Is vacation pay received during the test period considered as compensation?
- A.6. Yes.
- Q.7. How is length of service calculated?
- A.7. It is the length of continuous service an engineer has in the service of the Carrier, as defined in the Washington Job Protection Agreement of 1936.
- Q.8. If an engineer has three years of engine service and three years of train service, how many years of protection will they have?
- A.8. Six.
- Q.9. Claims for a displacement allowance are subject to offset when an engineer is voluntarily absent. How are such offsets computed?
- A.9. A prorated portion of the guarantee is deducted for each twenty-four (24) hour period or portion thereof. The proportion varies depending on the number of days in the month and the rest days of a regularly assigned engineer. For example, in a thirty (30) day month, the through freight deduction would be 1/30th. For an engineer assigned to a six (6) day local, the proration would be 1/26th or 1/27th, depending on how rest days fell. For an unassigned yard engineer, the proration would be anywhere from 1/20th to 1/24th, depending on how the rest days fall. A deduction will not be made for an engineer required to lay-off due to mileage regulations.
- Q.10. An engineer assigned to the extra board lays off for one day. During the

- period of lay-off, he would not have otherwise had a work opportunity. What offset should be made in the engineers protective claim?
- A.10. A pro rata portion of the guarantee is deducted, such proportion depending on the number of days in the month, i.e., 1/28th, 1/29th, 1/30th or 1/31st. [Except mileage regulation lay-off].
- Q.11. What prorated portion of a protection guarantee will be deducted for an engineer working on a guaranteed extra board whereon such engineer is entitled to lay off up two (2) days per month without deduction of the extra board guarantee?
- A.11. No deduction will be made from the protection guarantee for the first two (2) days of layoff during the month. Layoffs in excess of two (2) will result in a prorated deduction from the protection guarantee on the basis of the number of days in the month for each day of layoff in excess of two. [Except mileage regulation lay-off.]
- Q.12. How will engineers know which jobs are higher rated?
- A.12. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.
- Q.13. Will specific jobs be identified in each grouping?
- A.13. Pools, locals and extra boards, with different monetary guarantees, may be identified separately but yard jobs and road switchers will not be.
- Q.14. If an engineer is displaced from his assignment and not immediately notified of the displacement, will their New York Dock protection be reduced?
- A.14. An engineers reduction from New York Dock protection would commence with notification or attempted notification by the Carrier and would continue until the engineer placed himself.
- Q.15. What rights does an engineer have if he is already covered under labor protection provisions resulting from another transaction?
- A.15. Section 3 of New York Dock permits engineers to elect which labor protection they wish to be protected under. By agreement between the parties. if an engineer has three years remaining due to the previous implementation of Interdivisional Service the engineer may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. If an engineer elects New York Dock then he/she cannot later go back to the original protection even if additional years remain. It is important to remember that an engineer may not receive duplicate benefits, extend their protection period or count protection payments under another protection provision toward their test period average for this transaction.

- Q.16. Will the Carrier offer separation allowances?
- A.16. The Carrier will review its manpower needs at each location and may offer separation allowances if the Carrier determines that they will assist in the merger implementations. Article I Section 7 of New York Dock permits an engineer that is dismissed” as defined by New York Dock to request a separation allowance within seven days of his/her being placed in dismissed status in Lieu of all other benefits.
- Q.17. Does an engineer who elects to exercise his seniority outside the Houston Hub and not participate in the formulation of rosters for the new Houston Hub qualify for wage protection?
- A.17. The certification agreed to under Article V applies only to those engineers who are slotted on the newly formed Houston Hub rosters.
- Q.18. In applying the “highest rated job’ standard to a protected engineer, may the Carrier require an engineer to take a higher rated job (or use those earnings as an offset against the protection guarantee) which would require a change in residence?
- A.18. No, unless the job is protected from that source of supply point.
- Q.19. Could you give some examples?
- A.19. **EXAMPLE 1:** An engineer, after implementation, is holding a job on a road switcher assignment at Beaumont If he should subsequently be able to hold through freight service at Houston, such jobs, since they would require a change in residence, could not be used as an offset.

EXAMPLE 2: An engineer, after implementation, is holding a job on a yard assignment at Avondale. If he should subsequently be able to hold a higher rated road switcher job at Donaldsonville (approximately 65 miles from Avon dale), since the source of supply for Donaldsonville jobs is Avondale, the earnings of such job could be used as an offset against his guarantee if he chose not to bid to it.

Section B:

- Q.1. Who is required to relocate and is thus eligible for the allowance?
- A.1. An engineer who can no longer hold a position at his location and must relocate to hold a position as a result of the merger. This excludes engineers who are borrow outs or forced to a location and released.
- Q.2. Are there mileage components that govern the eligibility for an allowance?
- A.2. Yes, the engineer must have a reporting point farther than his old reporting point and at least 30 miles between the current home and the

new reporting point and at least 30 miles between reporting points.

Q.3. Can you give some examples?

A.3. The following examples would be applicable.

EXAMPLE 1: Engineer A lives 80 miles north of Houston and works a road switcher assignment at Houston. As a result of the merger he is assigned to a road switcher with an on duty point 20 miles north of Houston. Because his new reporting point is closer to his place of residence no relocation allowance is given.

EXAMPLE 2: Engineer B lives 35 miles north of Houston and goes on duty at the UP yard office in Houston. As a result of the merger he goes on duty at the SP yard office in Houston which is one mile away. No allowance is given because the home terminal has not been changed.

EXAMPLE 3: Engineer C lives in Victoria and is unable to hold an assignment at that location and is placed in Zone 3, where a shortage exists, and places on an assignment at Houston. The engineer meets the requirement for an allowance and whether he is a home owner, a home owner who sells their home or a non-homeowner determines the amount of the allowance.

EXAMPLE 4: Engineer D lives in Houston and can hold an assignment in Houston but elects to place on a road switcher at Bloomington approximately 150 miles away. Because the engineer can hold in Houston, no allowance is given.

Q.4. Why are there different dollar amounts for non-home owners and homeowners?

A. 4. New York Dock has two provisions covering relocating. One is Article I Section 9 Moving expenses and the other is Section 12 Losses from home removal. The \$10,000 is in lieu of New York Dock moving expenses and the additional \$10,000 or \$20,000 is in lieu of loss on sale of home.

Q.5. Why is there a set amount offered on loss on sale of home?

A.5. It is an in lieu of amount Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on sale of home or may not want to go through the procedures to claim the loss under New York Dock.

Q.6. What is loss on sale of home for less than fair value?

A.6. This refers to the loss on the value of the home that results from the Carrier implementing this merger transaction. In many locations the impact of the merger may not affect the value of a home and in some

locations the merger may affect the value of a home.

Q.7. Can you give an example?

A.7. Prior to the merger announcement a home was worth \$60,000. Due to numerous employees transferring from a small city the value drops to \$50,000. Upon approval of the sale by the Carrier employee is entitled to \$10,000 under Section 12 and the expenses provided under Section 9, or the owner can claim the in lieu of amount of \$30,000.

Q.8. If the parties cannot agree on the loss of fair value what happens?

A.8. New York Dock Article I Section 12 (d) provides for a panel of real estate appraisers to determine the value before the merger announcement and the value after the merger transaction.

Q.9. What happens if an employee sells a home valued at \$50,000 for \$20,000 to a family member?

A.9. That is not a bona fide sale and the employee would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.

Q.10. What is the most difficult part of New York Dock in the sale transaction?

A.10. Determine the value of the home before the merger transaction. While this can be done through the use of professional appraisers, many people think their home is valued at a different amount.

Zone 3

Former Rosters:

SP

Houston-Shreveport, HE&WT-H&S
(%) (Roster #03)

UP

Merged 10 Palestine L%)
(Roster #014111)

- a. Seniority integration of the engineers from the above affected former rosters into one consolidated prior rights seniority roster for Zone 3 will be done in the manner set forth in the Standby Seniority Merger Implementing Agreement executed January 17, 1997. Based upon the equity data provided to the Organization, a merged roster will be developed by the Organization using the percentages denoted above. The number of engineers on such prior rights roster will be mutually agreed upon by the parties based upon anticipated service requirements prior to the formulation of the prior rights merged roster for Zone 3. **Copy of the finalized prior rights seniority roster for Zone 3 shall be attached and identified as Attachment "D" to this Agreement.**
- b. Service requirements for Zone 3 not filled by engineers on the prior rights roster

described above shall be protected by engineers from the common seniority roster defined in Article II, D of the Standby Seniority Merger Implementing Agreement. [*Houston Hub, Zones 3, 4 & 5, Article I, Section A, 2*]

- [Back to Zone 3 Pool Operations](#)

Zone 4

Former Rosters:

<u>SP</u>	<u>UP</u>
H&TC(Roster#01) (.%)	Merged 8 Ft. Worth South (%)
T&NO (Roster #01) L...%)	(Roster #006111)
GH&SA (Roster #26) (.%)	Kingsville (%) (Roster #003101).
	Merged 10 Palestine(%) (Roster #014111)

- a. Seniority integration of the engineers from the above affected former rosters into one consolidated prior rights seniority roster for Zone 4 will be done in the manner set forth in the Implementing Agreement executed January 17, 1997. Based upon the equity data provided to the Organization, a merged roster will be developed by the Organization using the percentages denoted above. The number of engineers on such prior rights roster will be mutually agreed upon by the parties based upon anticipated service requirements prior to the formulation of the prior rights merged roster for Zone 4.
- b. Service requirements for Zone 4 not filled by engineers on the prior rights roster described above shall be protected by engineers from the common seniority roster defined in Article II.D. of the Standby Seniority Merger Implementing Agreement. [*Houston Hub, Zones 3, 4 & 5, Article I, Section B, 2*]

- [Back to Zone 4 Pool Operations](#)

Zone 5 Terminal District

Former Rosters Included:

This roster will consist of all those engineers on seniority rosters identified in Zones 2, 3 and 4 of the Houston Hub who hold dual (road/yard) or yard prior rights seniority.

- a. Seniority integration of the engineers from the above affected former rosters into one consolidated prior rights seniority roster for Zone 5 will be done in the manner set forth in the Standby Seniority Merger Implementing Agreement executed January 17, 1997. Based upon equity

data provided to the Organization, a merged roster will be developed by the Organization using the percentages denoted above. The number of engineers on such prior rights roster will be mutually agreed upon by the parties based upon anticipated service requirements prior to the formulation of the prior rights merged roster for Zone 5.

- b. Service requirements for Zones not filled by engineers on the prior rights roster described above shall be protected by engineers from the common seniority roster defined in Article II. D. of the Standby Seniority Merger Implementing Agreement. [*Houston Hub, Zones 3, 4 & 5, Article I, Section C, 2*]

- [Back to Zone 5 Terminal Operations](#)

Q&A's – Zone 3, 4 & 5 Seniority Consolidation

- Q.1. What is the significance of the percentages listed by the former rosters, and give an example of how those percentages are used to formulate an "equity" consolidated roster.
- A.1. The formula used to accomplish this, since it is based upon the percentage of the total work brought by each interested roster to the new merged roster, actually incorporates or builds into the new rosters the prior rights of each interested roster to the work they brought. The formula is actually quite uncomplicated. Once all work equities have been measured and converted to a percentage of the total, those percentages are entered into the formula as indicated by the following example:

COMPUTATION-SELECTION ORDER LIST

Roster (a) entitled to 46%
 Roster (b) entitled to 39%
 Roster (c) entitled to 15%

Roster Position	(a)	(b)	C)
1	0.46 (1) -1.00 -0.54	0.39	0.15
2	0.46 -0.08	0.39 .78 (1) -1.00	0.15 0.30
3	-0.08 0.46 0.38	0.22 0.39 0.17	0.3 0.15 .45 (1) -1.00
4	0.38 0.46 .84 (2)	0.17 0.39 0.56	-0.55 0.15 -0.40

	-1.00		
	-0.16	0.56	-0.40
	0.46	0.39	0.15
5	0.30	.95 (2)	-0.25
		-1.00	
	0.30	-0.05	-0.25
	0.46	0.39	0.15
6	.76 (3)	0.34	-0.10
	-1.00		
	-0.24	0.34	-0.10
	0.46	0.39	0.15
7	0.22	.73 (3)	0.05
		-1.00	
	0.22	-0.27	0.05
	0.46	0.39	0.15
8	.68 (4)	0.12	0.20
	-1.00		
	-0.32	0.12	0.20

Under the above formula, the first ten roster positions using the hypothetical percentages of 46%, 39% and 15% would be:

1. a
2. b
3. c
4. a
5. b
6. a
7. b
8. a
9. b
10. c

To summarize, the roster profiles developed for each merged seniority district were based upon the percentage of work equity as inserted into the above-described formula.

Zone 3, 4 & 5 Protective Benefits

All engineers who are listed on the prior rights Longview/Shreveport (Zone 3), Hearne/Kingsville (Zone 4), and Houston Terminal (Zone 5) merged rosters shall be considered adversely affected by this transaction and consolidation and will be subject to the New York Dock protective conditions which were imposed by the STB. It is understood there shall not be any duplication or compounding of benefits under this Agreement and/or any other agreement or protective arrangement.

1. Carrier will calculate and furnish TPA's for such engineers to the Organization as soon as possible after implementation of the terms of this Agreement. The time frame used for calculating the TPA's in accordance with New York Dock will be August 1, 1995 through and including July 31, 1996.

2. In consideration of blanket certification of all engineers covered by this Agreement for wage protection, the provisions of New York Dock protective conditions relating to average monthly time paid for" are waived under this Implementing Agreement.
 3. Test period averages for designated union officers will be adjusted to reflect lost earnings while conducting business with the Carrier.
 4. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this Agreement. [*Houston Hub, Zones 3, 4 & 5, Article V, Section A*]
- B. Engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:
1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of \$10,000 upon providing proof of actual relocation.
 2. Homeowners may elect to receive an "in lieu –or allowance in the amount of \$20,000 upon providing proof of actual relocation.
 3. Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of \$10,000.
 - a) This option shall expire within five (5) years from date of application for the allowance under Item 2 above.
 - b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.
- NOTE:** All requests for relocation allowances must be submitted on form which is replicated as Attachment "H".
4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.
 5. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this Implementing Agreement.
 6. Engineers receiving an "in lieu of" relocation allowance pursuant to this Implementing Agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years. [*Houston Hub, Zones 3, 4 & 5, Article V, Section B*]

Longview Hub Seniority

[Longview Hub, Article III]

- A. To achieve the work efficiencies and allocation of forces that are necessary to make the Longview Hub operate efficiently as a unified system, a new seniority district will be formed and a master Engineer Seniority Roster UP/BLE Longview Merged Roster #1 will be created for the engineers holding seniority in the territory comprehended by this Agreement on the effective date thereof. The new roster will be divided into three (3) zones as described in Article I.A., I.B. and 1.0.
- B. Prior rights seniority rosters will be formed covering each of the three (3) zones outlined above. Placement on these rosters and awarding of prior rights to their respective zones shall be based on the following:
 - 1. Zone 1 - The roster will consist of former UP engineers with prior rights on the Ft. Worth Merged 7 (TP) (Roster #012111), TP Avondale (Roster #016101), TP Shreveport (Roster #015101) and SSW (Roster #308101).
 - 2. Zone 2 This roster will consist of former SF (H&TC) engineers (Roster #130101), former SSW engineers (Roster #301101), and former UP engineers with prior rights on Palestine Merged 10 (Roster #01 4111).
 - 3. Zone 3 This roster will consist of former SSW engineers (Roster #307101), former UP Ft. Worth Merger 7 (TP) (Roster #012111), and former Arkansas (Roster #032111).
- C. Seniority integration of the engineers from the above affected former rosters into three (3) prior rights zone rosters will be done on the basis of work equity. The source of determining such equity will be furnished to the Organization and the Organization will furnish the Carrier with the necessary equity percentages prior to the roster formulation process.
- D. Entitlement to assignment on subject prior right rosters shall be made on the following order of priority:
 - 1. Engineers with prior rights on the interested pre-merged rosters.
 - 2. Engineers working on the SSW Engineer's System Seniority Roster and the SP Eastern Lines Seniority Roster with no prior rights status on the interested pre-merger rosters.
- E. Engineers on each of the prior rights rosters described above will be afforded common seniority on the other zones outside their prior rights zone including the additional zones involved when the Longview and DFW Hubs are combined under I below. All such common seniority shall be based upon the current date of seniority as a locomotive

engineer. If this process results in employees having identical common seniority dates, seniority will be determined by the employee's fireman's date, and if there are still identical dates, seniority will be determined by the employee's earliest continuous hire date with their carrier.

- F. Any engineer working in the territories described in Article I. above on or before December 1, 1996, but currently reduced from the engineers working list, shall also be given a place on the roster and prior rights. Engineers currently forced to this territory will be given a place on the roster and prior rights if so desired; otherwise, they will be released when their services are no longer required and will not establish a place on the new roster.
- G. Union Pacific engineers currently on an inactive roster pursuant to previous merger agreements and other UP, SP and SSW engineers who are on long term leave of absence shall not participate in the roster formulation process described above; however, in the event they return to active service, they will take the appropriate equity slot to which they would have been entitled at such time of formulation of said roster and stand immediately ahead of the engineer assigned that slot. The Carrier and Organization shall jointly agree on all names of employees which are excluded from the roster formulation process and placed on an inactive roster.
- H. With the creation of the new seniority district described herein, all previous seniority outside the Longview Hub held by engineers on the new roster shall be eliminated and all seniority inside the new hub held by engineers outside the district shall be eliminated, excepted as modified by Article 111.1. below.
- I. When negotiations for the DFW Hub are completed, the parties hereto intend for the Longview Hub (Zones 1, 2 and 3) to become a part of the DFW Hub. Former SSW and SP engineers currently working in the Longview Hub (Zones 1, 2 and 3) will be afforded seniority opportunities within the DFW Hub based upon the language of that Agreement. [See [DFW Hub, Side Letter No. 5](#)]
- J. All engineer vacancies within the Longview Hub must be filled prior to any engineer being reduced from the working list or prior to engineers being permitted to exercise to any reserve or supplemental boards. Prior rights engineers in their prior rights zone must displace any common engineers working in that zone prior to being permitted to exercise to any reserve or supplemental boards.
- K. The total number of engineers on the master UP/BLE Longview Hub Merger Roster #1 will be mutually agreed upon by the parties based upon anticipated service requirements.

Protective Benefits
[Longview Hub, Article VIII]

- A. All engineers who are listed on the Longview Hub merged rosters shall be considered adversely affected by this transaction and consolidation and will be subject to the New

York Dock protective conditions which were imposed by the STB. It is understood there shall not be any duplication or compounding of benefits under this Agreement and/or any other agreement or protective arrangement.

1. Carrier will calculate and furnish TPA's for such engineers to the Organization as soon as possible after implementation of the terms of this Agreement. The time frame used for calculating the TPA's in accordance with New York Dock will be August 1, 1995 through and including July 31, 1996.
2. In consideration of blanket certification of all engineers covered by this Agreement for wage protection, the provisions of New York Dock protective conditions relating to "average monthly time paid for" are waived under this Implementing Agreement.
3. Test period averages for designated union officers will be adjusted to reflect lost earnings while conducting business with the Carrier or other related union business.
4. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this Agreement.

NOTE: This confirms the parties' understanding with respect to New York Dock Protection and the requirement to obtain the highest paying assignment for employees.

The parties agree if an engineer worked full time in yard and/or traveling switcher service during his/her test period, he/she will not have to place in road service if it is the highest paying assignment to continue protection pay. The Carrier will allow these employees to remain in yard and/or traveling switcher service and it will be the responsibility of the local chairman to identify these individuals.

By making this understanding, it is clearly understood it does not apply to other assignments nor to engineers who have worked both in yard and/or road service, even if the road service was emergency road service.

Finally, it is understood the above will be applicable to all locomotive engineers in the Longview, Houston, San Antonio and DFW Merger Hubs.
[July 17, 1999 Letter of Understanding]

- B. Engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:
1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of \$10,000 upon providing proof of actual relocation.

2. Homeowners may elect to receive an "in lieu of" allowance in the amount of \$20,000 upon providing proof of actual relocation.
 3. Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of \$10,000.
 - a) This option shall expire within five (5) years from date of application for the allowance under Item 2 above.
 - b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.
- NOTE:** All requests for relocation allowances must be submitted on the prescribed form.
4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.
 5. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this Implementing Agreement.
 6. Engineers receiving an "in lieu of" relocation allowance pursuant to this Implementing Agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.

Protection Q&A's

Section A

- Q.1. What is blanket certification?
 - A.1. An understanding reached by the parties that an employee will be provided the benefits of the applicable labor protective conditions without having to prove he was adversely affected as a result of implementation of this Agreement.
- Q.2. How will test period earnings be calculated for employees returning to service following extended absence (a period of one year or more)?
 - A.2. Their test period earnings will be the average of the test period earnings of the two (2) employees next junior and two (2) employees next senior to such individual returning to service.
- Q.3. How will test period earnings be calculated for part time union officers?
 - A.3. In the same manner as question 2, Answer 2 above.

- Q.4. How does the Carrier calculate test period earnings if, during the last twelve (12) months, an employee has missed two (2) months compensated service?
- A.4. The Carrier will go back fourteen (14) months (or however many months necessary) to calculate the test period earnings based on twelve (12) months compensated service.
- Q.5. How will an employee be advised of his test period earnings?
- A.5. Test periods will be furnished to each individual and their appropriate General Chairman.
- Q.6. An employee is off one or more days of a month in the test period account of an on-duty personal injury. Will that month be used in computing test period averages?
- A.6. Yes, if the employee performed other compensated service during the month.
- Q.7. Is vacation pay received during the test period considered as compensation?
- A.7. Yes.
- Q.8. How is length of service calculated?
- A.8. It is the length of continuous service an employee has in the service of the Carrier, as defined in the Washington Job Protection Agreement of 1936.
- Q.9. If an employee has three years of engine service and three years of train service, how many years of protection will they have?
- A.9. Six.
- Q.10. Claims for a displacement allowance are subject to offset when an employee is voluntarily absent. How are such offsets computed?
- A.10. A prorated portion of the guarantee is deducted for each twenty-four (24) hour period or portion thereof. The proportion varies depending on the number of days in the month and the rest days of a regularly assigned employee. For example, in a thirty (30) day month, the through freight deduction would be 1/30th. For an employee assigned to a six (6) day local, the proration would be 1/26th or 1/27th, depending on how rest days fell. For an unassigned yard employee, the proration would be anywhere from 1/20th to 1/24th, depending on how the rest days fall. A deduction will not be made for an employee required to lay-off due to mileage regulations.
- Q.11. An employee assigned to the extra board lays off for one day. During the period of lay-off, he would not have otherwise had a work opportunity. What offset should be made in the employee's protective claim?
- A.11. A pro rata portion of the guarantee is deducted, such proportion depending on the number of days in the month, i.e., 1/28th, 1/29th, 1/30th or 1/31st. [Except mileage regulation lay-off].
- Q.12. What prorated portion of a protection guarantee will be deducted for an employee working on a guaranteed extra board whereon such employee is entitled to lay off up two (2) days per month without deduction of the extra board

- guarantee?
- A. 12. No deduction will be made from the protection guarantee for the first two (2) days of layoff during the month. Layoffs in excess of two (2) will result in a prorated deduction from the protection guarantee on the basis of the number of days in the month for each day of layoff in excess of two. [Except mileage regulation lay-off.]
- Q.13. How will employees know which jobs are higher rated?
- A. 13. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.
- Q.14. Will specific jobs be identified in each grouping?
- A.14. Pools, locals and extra boards, with different monetary guarantees, may be identified separately but yard jobs and road switchers will not be.
- Q.15. If an employee is displaced from his assignment and not immediately notified of the displacement, will their New York Dock protection be reduced?
- A.15. An employee's reduction from New York Dock protection would commence with notification or attempted notification by the Carrier and would continue until the employee placed himself.
- Q.16. What rights does an employee have if he is already covered under labor protection provisions resulting from another transaction?
- A.16. Section 3 of New York Dock permits employees to elect which labor protection they wish to be protected under. By agreement between the parties, if an employee has three years remaining due to the previous implementation of Interdivisional Service the employee may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. If an employee elects New York Dock then he/she cannot later go back to the original protection even if additional years remain. It is important to remember that an employee may not receive duplicate benefits, extend their protection period or count protection payments under another protection provision toward their test period average for this transaction.
- Q.17. Will the Carrier offer separation allowances?
- A.17. The Carrier will review its manpower needs at each location and may offer separation allowances if the Carrier determines that they will assist in the merger implementations. Article I Section 7 of New York Dock permits an employee that is "dismissed" as defined by New York Dock to request a separation allowance within seven days of his/her being placed in dismissed status in lieu of all other benefits.
- Q.18. Does an employee who elects to exercise his seniority outside the Longview Hub and not participate in the formulation of rosters for the new Longview Hub qualify for wage protection?
- A.18. The certification agreed to under Article V applies only to those employees who are slotted on the newly formed Longview Hub rosters.

- Q.19. In applying the “highest rated job” standard to a protected employee, may the Carrier require an employee to take a higher rated job (or use those earnings as an offset against the protection guarantee) which would require a change in residence?
- A.19. No, unless the job is protected from that source of supply point.

Section B

- Q.1. Who is required to relocate and is thus eligible for the allowance?
- A.1. An engineer who can no longer hold a position at his location and must relocate to hold a position as a result of the merger. This excludes engineers who are borrow outs or forced to a location and released.
- Q2. Are there mileage components that govern the eligibility for an allowance?
- A.2. Yes, the engineer must have a reporting point farther than his old reporting point and at least 30 miles between the current home and the new reporting point and at least 30 miles between reporting points.
- Q3. Can you give some examples?
- A.3. The following examples would be applicable.

EXAMPLE 1: Engineer A lives 80 miles east of Longview and works a road switcher assignment at Longview. As a result of the merger he is assigned to a road switcher with an on duty point 25 miles east of Longview. Because his new reporting point is closer to his place of residence no relocation allowance is given

EXAMPLE 2: Engineer B lives 35 miles east of Shreveport and goes on duty at the SP yard office in Shreveport. As a result of the merger he goes on duty at the UP yard office in Shreveport which is one mile away. No allowance is given.

EXAMPLE 3: Engineer C lives in Mineola and is unable to hold an assignment at that location and must place on an assignment at Longview. The engineer meets the requirement for an allowance and whether he is a homeowner, a homeowner who sells their home or a non-homeowner determines the amount of the allowance.

EXAMPLE 4: Engineer D lives in Longview and can hold an assignment in Longview but elects to place on a road switcher at Texarkana. Because the engineer can hold in Longview, no allowance is given.

- Q4. Why are there different dollar amounts for non-home owners and homeowners?
- A4. New York Dock has two provisions covering relocating. One is Article I Section 9 Moving expenses and the other is Section 12 Losses from home removal. The \$10,000 is in lieu of New York Dock moving expenses and the additional \$10,000 or \$20,000 is in lieu of loss on sale of home.

- Q5. Why is there a set amount offered on loss on sale of home?
A5. It is an in lieu of amount. Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on sale of home or may not want to go through the procedures to claim the loss under New York Dock.
- Q6. What is loss on sale of home for less than fair value?
A6. This refers to the loss on the value of the home that results from the Carrier implementing this merger transaction. In many locations the impact of the merger may not affect the value of a home and in some locations the merger may affect the value of a home.
- Q.7. Can you give an example?
A.7. Prior to the merger announcement a home was worth \$60,000. Due to numerous employees transferring from a small city the value drops to \$50,000. Upon approval of the sale by the Carrier employee is entitled to \$10,000 under Section 12 and the expenses provided under Section 9, or the owner can claim the in lieu of amount of \$30,000.
- Q.8. If the parties cannot agree on the loss of fair value what happens?
A.8. New York Dock Article I Section 12 (d) provides for a panel of real estate appraisers to determine the value before the merger announcement and the value after the merger transaction.
- Q.9. What happens if an employee sells a home valued at \$50,000 for \$20,000 to a family member?
A.9. That is not a bona fide sale and the employee would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.
- Q.10. What is the most difficult part of New York Dock in the sale transaction?
A10. Determine the value of the home before the merger transaction. While this can be done through the use of professional appraisers, many people think their home is valued at a different amount.

Consolidated DFW/Longview Hub Commitment

Article III.H. provides that when negotiations for the DFW Hub are completed, the territory comprehending the Longview Hub will become a part of said DFW Hub. This result is favored by the Organization because it keeps larger segments of pre-merger seniority districts intact.

Since negotiations for the DFW Hub are not anticipated to be completed until midyear 1998, the Longview Hub will be implemented and working rosters formulated pursuant to this implementing agreement. Thereafter, unless specifically agreed to between the Carrier and the Organization, there will be no movement of engineers to or from the DFW area until the

implementing agreement for that hub is negotiated. At that time, when the roster formulation process for the DFW Hub is undertaken, engineers in the Longview Hub shall acquire seniority in the larger consolidated DFW/Longview Hub. The precise method of consolidating the two hubs into one combined hub will be more specifically set forth in the implementing agreement for the DFW Hub, but the end result will be that engineers will enjoy common seniority in all the territories within the consolidated DFW/Longview Hub outside their prior rights zone. It is understood that Carrier agrees to this on the basis it will not create a greater liability for relocation costs than would have existed if the hubs had remained separate seniority entities, and under no circumstances will an engineer receive more than one relocation allowance in these two hubs.

Lastly, Carrier agreed that in the unlikely event there were surplus engineers when the DFW Hub is implemented, engineers forced outside that hub upon implementation would retain rights to return thereto in advance of promoting/hiring new engineers, with full seniority, as a common engineer.

[Longview Hub, Side Letter No. 8, August 13, 1997]

San Antonio Hub Seniority

San Antonio Hub - Boundaries and Rules Defined

[San Antonio Hub, Article I]

- A. A new seniority district entitled the San Antonio Hub ("Hub") shall be created that encompasses the following area: Alpine (including) on the West, Laredo (including) on the South, Corpus Christi (including) on the Southeast, Hearne/Valley Jct. (not including) on the Northeast, Katy (including) on the UP line to the East and Glidden (including) on the SP line to the East.
- B. Engineers with home terminals within the San Antonio Hub may work to points outside the Hub without infringing on the rights of other engineers in other Hubs and engineers outside the Hub may work to points inside the Hub without infringing on the rights of engineers inside the San Antonio Hub. The Hub identifies the on-duty points for assignments and not the boundaries of such assignments.

EXAMPLE 1: A road switcher on duty at Taylor may work in any direction up to the limits of its radius as set by the controlling agreement, irrespective of the territorial description (boundaries) of the Hub.

EXAMPLE 2: A through freight train out of Smithville may operate to points outside the territorial definitions of the San Antonio Hub, such as to Galveston or Angleton.

NOTE 1: There are several points where this Hub meets zone 4 of the Houston Hub and several runs where engineers from both Hubs may utilize the same tracks.

SIDE LETTER NO. 5 - This refers to Article I B of the merger implementing agreement. There was some concern that this Section created new rights on the creation of new assignments and the parties agreed to clarify this in a side letter.

Article I B does not contain provisions that give rights to establish post merger pools, locals or road switchers that do not currently exist or are not created in this Agreement, that will operate both in this Hub and in another Hub. The provisions for establishing new post merger operations not currently existing or created in this agreement are covered in other agreements such as Article IX of the 1986 National Arbitration Award and the road switcher arbitration award.

It is the intent of this language to clarify that current runs and those created in this agreement reflect common or co-extensive trackage. The Agreements are designed to coordinate seniority at central points and recognize that there are co-extensive trackage operations.

- C. If an assignment goes on duty at the dividing point between two Hubs and the work is performed in the other Hub except for terminal work at the dividing point then that assignment shall be part of the Hub where the road work is performed, however short term vacancies will be protected by a designated extra board.
- D. When new locals are put on that will have an on duty point in this Hub and work both inside the Hub and outside the Hub, it shall be filled on a 50/50 equity basis with the San Antonio Hub filling the initial bulletin. The equity arrangement may be changed by agreement between the local chairmen involved with written confirmation from the General Chairmen to the Carrier.
- E. There are several assignments that currently work into the San Antonio Hub such as the FT. Worth - Smithville Pool and the entering into this agreement does not interfere with their continued operation.

Q&A's – San Antonio Hub, Article I

Q1. What Hub is Hearne/Valley Jct. in?

A1. Assignments with a home terminal at Hearne/Valley Jct. will be in the Dallas/Ft. Worth Hub. Hearne/Valley Jct. will be an away from home terminal for engineers from several different Hubs.

Q2. Will engineers from the San Antonio Hub have any right to assignments at Hearne/Valley Jct. if an extra board is established there?

A2. That issue will be discussed in the DFW Hub negotiations.

Q3. In some places in this Agreement it refers to Hearne and others to Hearne/Valley Jct. Is there a difference?

A3. No, the references to Hearne are to the entire Hearne/Valley Jct. area.

Q4. What are the parameters of the entire Hearne/Valley Jct. area?

A4. Since that area is in the DFW Hub those parameters will be subject to negotiations in that Hub.

Q5. If a current assignment operates in two Hubs will both Hubs have equity in that assignment?

A5. No, Unless specifically provided for in this agreement.

Q6. Can you give an example for Article 1, C?

A6. If an assignment goes on duty at Glidden and works totally in the area East towards Houston then it is not part of the San Antonio Hub.

Q7. Does Article I permit the Carrier to change the home terminal of an established pool run and then shift the rights to the run without any further consideration for those who used to work the pool. For example, can the Carrier advise that the San Antonio-Houston pool will now be home terminated at Houston?

A7. No, the Carrier would have to serve an Article IX National Agreement notice and meet with the parties to discuss the terms and conditions of that run including seniority.

Seniority and Work Consolidation.

[San Antonio Hub, Article II]

The following seniority consolidations will be made:

- A.
1. A new seniority district, known as the San Antonio Hub, will be formed and a master UP/BLE San Antonio Hub Merged Engineer's Seniority Roster, will be created from engineers assigned / working in the territory comprising the new San Antonio Hub and those outside the Hub who have rights to place in the Hub and elect to place in the Hub. All such engineers shall receive a letter (attachment "A") advising of their opportunities to so place and must elect in writing as to their decision and return a copy to both their local chairman and CMS.
 2. The number of engineers who will be placed on the roster will be capped at the level of UP and SP positions that exists on the day notice to implement is served. As a result, but unlikely to happen, engineers electing to come into the Hub may bump some engineers out of the Hub. These elections and displacements shall be seniority moves and not entitled to a relocation allowance.

NOTE: Engineers who may have a relocation allowance held in abeyance from a merger transaction may utilize that allowance if electing this Hub and meet the relocation provisions. For example if a Palestine engineer cannot hold at Palestine and relocates to San Antonio under this agreement then they may utilize their relocation allowance if not already used.

B. The new rosters will be created as follows:

1. Engineers assigned on the seniority rosters identified in Section A above will be dovetailed based upon their current engineer's seniority date or consolidated seniority date, whichever is applicable. For UP engineers it will be the pre KATY merger date not the 1989 merger date. This shall include any engineer working in train service, as a fireman or as a hostler in the San Antonio Hub. If this process results in engineers having identical seniority dates, seniority ranking will be

determined by the employee's earliest retained fireman's date with the Carrier and if still identical then on the earliest retained hire date.

2. All engineers placed on the roster may work all assignments protected by the roster in accordance with their seniority and the provisions set forth in this agreement and the controlling collective bargaining agreement.
3. Engineers who elect to be placed on the San Antonio Hub Merged Engineer's Seniority Roster shall relinquish all seniority outside the Hub upon implementation of this Agreement and all seniority inside the Hub held by engineers outside the Hub who do not elect to place in this Hub shall be eliminated. Those inside the Hub who elect to hold their seniority in abeyance shall be placed temporarily on the roster until such time as they elect to place on a post San Antonio Hub roster or there is no further election and by default become a permanent Hub engineer.
4. Student engineers in training on or before implementation date, will be assigned prior rights, if any, as set forth in this agreement.
5. New engineers hired/placed in training after implementation date, will have no prior rights but will have roster seniority rights in accordance with the provisions set forth in this agreement.
6. Engineers who are on an authorized leave of absence or who are dismissed and later reinstated will have the right to displace to any Hub and prior rights assignment which may have been established on his/her former territory, provided his/her seniority at time of selection would have permitted him/her to hold that selection. The parties will create an inactive roster for all such engineers until they return to service in a Hub or other location at which time they will be placed on the appropriate seniority rosters and removed from the inactive roster.
7. Engineers currently borrowed out to the San Antonio Hub, will be released when their services are no longer required and will not establish a permanent date on the merged roster.

C. Prior right provisions as set forth below, shall govern the following assignments.

1. Del Rio-Alpine (SP 100% up to the baseline of 32 then dovetail roster.)
2. San Antonio-Del Rio/Eagle Pass (SP 100% up to the baseline of 38 then dovetail roster.)
3. San Antonio-Kingsville/Corpus Christi (UP 100% up to the baseline of 5 then dovetail roster.)
4. San Antonio-Glidden/Bloomington/Victoria (including Coletto Creek) (SP 100% up to the baseline of 9 then dovetail roster.)
5. San Antonio-Laredo (UP 100% up to the baseline of 16 then dovetail roster.)
6. San Antonio-Houston (SP 100% up to the baseline of 31 then dovetail roster.)

7. Smithville-San Antonio/Taylor/Hearne (UP 100% up to the baseline of 15 then dovetail roster.)
8. Smithville-Bloomington/Victoria (including Coleta Creek) /Glidden/Houston/Galveston/Angelton/ HL&P/LCRA (UP 100% up to the base-line of 12 then dovetail roster.)
9. Georgetown pool (SP 50%/UP 50% up to the baseline of 10 then turn 11 shall be a Houston zone 4 turn and turn 12 shall be a DFW Hub turn and all turns over that number shall be filled from the dovetail roster.) If zone 4 and/or DFW engineers do not voluntarily fill their allocated spots then those turns shall be filled from the dovetail roster from that point on and it shall no longer be an allocated turn.
10. San Antonio-Taylor/Hearne (Initially 50/50 UP odd/SP even, up to a baseline of 40 then dovetail roster.)
11. New Braunfels pool.(UP 100% up to the baseline of 6 then dovetail roster.)
12. San Antonio yard assignments prior rights shall be based on the attached chart (60%SP/40%UP).
13. All other assignments shall be filled from the dovetail roster.

D. Prior rights shall be phased out on the following basis:

1. For the first three years after implementation the pools shall retain prior rights up to the baseline level of 100%. At the start of the fourth year the prior rights shall fall to 67% and at the start of the fifth year at 33% and at the start of the sixth year all pool turns shall be assigned off the common roster.
2. San Antonio Yard assignment prior rights shall be reduced at the same time as the pool assignments except beginning with the 4th year all third shift assignments will be assigned using the common roster, beginning with the 5th year all second shift assignments will be assigned using the common roster and beginning with the 6th year all assignments will be filled using the common roster.

E. All vacancies within the San Antonio Hub must be filled prior to any engineer being reduced from the working list or prior to engineers being permitted to exercise to a reserve board. All engineers not eligible to hold a reserve board must be displaced prior to any engineer holding a position on a reserve board.

F. Engineers will be treated for vacation, payment of arbitraries and personal leave days as though all their service on their original railroad had been performed on the merged railroad. Engineers assigned to the San Antonio Hub on the effective date of this agreement shall have entry rate provisions waived and engineers hired/promoted after the implementation date of this agreement shall be subject to the rate progression provisions found in Article VI D.

- G. SPEL engineers who are covered by this Implementing Agreement and who have earned vacation in 1998 for 1999 shall be entitled to obtain the benefits of the vacation agreement they worked under in 1998 for the calendar year 1999. Thereafter, vacation benefits shall be as set forth in the controlling agreement on the merged territory.

Seniority and Work Consolidation Q&A's

- Q8. Does the "earliest retained hire date" in Article II B (1) refer only to an operating craft date?
A8. No, it refers to the earliest retained hire date regardless of position. However if an engineer took an allowance that required them to relinquish that seniority then that date would no longer apply.
- Q9. How long will prior rights be in effect?
A9. For a period of five years with the number of assignments covered by prior rights declining in the last two years.
- Q10. In Article II(B)(7), what does the phrase "when their services are no longer required" mean?
A10. It is the parties intent to release borrow out engineers as soon as practical but without causing an added burden on those engineers who remain in the Hub. When the change in operations result in sufficient engineers to cover the service, then the borrow out engineers services will no longer be required and they will be released.
- Q11. When the new rosters are created, will there be any distinctions between former UP and SP employees?
A11. SP prior right assignments shall be available to all former SP engineers in the same manner as existed pre merger. UP prior right assignments shall be available to all former UP engineers in the same manner as existed pre merger, except the Palestine engineers who come into the Hub shall be placed behind those engineers currently on UP prior righted rosters.
- Q12. After implementation, when new employees start engineer training, what engineer roster will they be placed on when they have completed training?
A12. The common roster with no prior rights.
- Q13. Are full time union officers, Company officers, medical leaves and those on leave working for government agencies covered under Article 11, B, 6?
A13. Yes.
- Q14. In Article II(E), what does it mean when it refers to protecting all vacancies within the Hub?
A14. If a vacancy exists in the Hub, without regard to prior rights, it must be filled by an engineer holding reserve board rights prior to placing any engineers on reserve, or supplemental boards.
- Q15. What is the status of post October 31, 1985 firemen seniority?

- A15. A post October 31, 1985 engineer will exercise their seniority as a trainman in accordance with the applicable agreements should they not be able to hold a position in engine service.

Side Letter No. 1 (UP/MKT Merger)

- Q43. Is Side Letter No. 1 (December 9, 1988) of the KATY merger still applicable?
A43. No, there is no longer a merged Roster No. 9 and this merger agreement totally changes the extra boards and seniority of all employees. The letter is also not applicable in the other two Hubs were it was applicable pre-merger.

Protection
[San Antonio Hub, Article VII]

- A. Due to the parties voluntarily entering into this agreement the Carrier agrees to provide New York Dock wage protection (automatic certification) to all prior right engineers who are listed on the San Antonio Hub Merged Rosters and working in engine service. This protection will start with the effective (implementation) date of this agreement and any interim protection shall end. The engineers must comply with the requirements associated with New York Dock conditions or their protection will be reduced for such items as layoffs, bidding/displacing to lower paying assignments when they could hold higher paying assignments, etc. Protection offsets due to unavailability will be governed by New York Dock provisions.
- B. This protection is wage only and hours will not be taken into account.
- C. Engineers required to relocate under this agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an engineer required to relocate may elect one of the following options:
1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of \$10,000 upon providing proof of actual relocation.
 2. Homeowners may elect to receive an "in lieu of" allowance in the amount of \$20,000 upon providing proof of actual relocation.
 3. Homeowners in Item 2 above, who provide proof of a bona fide sale of their home at fair value at the location from which relocated, shall be eligible to receive an additional allowance of \$10,000.
 - (a) This option shall expire five (5) years from date of application for the allowance under Item 2 above.
 - (b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.
 4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after three (3) years from date of implementation of this agreement.

5. Engineers receiving an "in lieu of" relocation allowance pursuant to this implementing agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years. If an engineer is no longer able to hold at this location later during the two year period and relocates to a position more than thirty miles from this location then they will not be required to move back if able to later hold at that position.
6. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this implementing agreement.

D. There will be no pyramiding of benefits.

- E. The time frame to be used for calculating test period averages ("TPA") for this Agreement will be January 1, 1995 through December 31, 1995. If an engineer is currently covered by an interim protection TPA due to the merger then the engineer may elect to retain that TPA. Engineers who were employed after the year 1995 shall use the twelve month period prior to implementation. When TPA's are mailed to the engineers the engineer must respond within thirty days from the date of the letter if they elect to retain the interim TPA. The TPA for union officers will be based on the two engineers above and two engineers below the officer with regular work records on the pre-merger roster or their regular TPA, whichever is larger.
- F. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this agreement.

Q&A's - Protection

- Q44. What is automatic certification?
A44. An understanding reached by the parties that an engineer will be provided the benefits of the applicable labor protective conditions without having to prove he/she was adversely affected as a result of implementation of this Agreement.
- Q45. How will the test period average be determined?
A45. The TPA will be calculated in accordance with New York Dock provisions.
- Q46. How does the Carrier calculate test period earnings if, for example, an engineer missed two (2) months compensated service in a 12 month period?
A46. If an engineer had no compensated service in the two (2) months, the Carrier will go back fourteen (14) months to calculate the test period earnings based on twelve (12) months compensated service.
- Q47. How will an engineer be advised of their test period earnings?
A47. Test period averages will be furnished to each individual and the General Chairmen.
- Q48. How is length of service calculated?
A48. It is the length of continuous service an engineer has in the service of the Carrier with a month of credit for each month of compensated service.
- Q49. If an engineer has two years of engineer's service and three years of conductor service, and one year of clerical service how many years of NYD protection will they have?
A49. Six.

- Q50. How will the engineers know which jobs are higher rated?
A50. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.
- Q51. Will specific jobs be identified in each grouping?
A51. Pools, locals and extra boards may be identified separately but yard jobs and road switchers will not be.
- Q52. What rights does an engineer have if he/she is already covered under labor protection provisions resulting from another transaction?
A52. Section 3 of New York Dock permits engineers to elect which labor protection they wish to be protected under. By agreement between the parties, if an engineer has three years remaining due to the previous implementation of Interdivisional Service the engineer may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. It is important to remember that an engineer may not receive duplicate benefits, extend their protection period or count protection payments under another protection provision toward their test period average for this transaction.
- Q53. If an engineer is displaced from his/her assignment and not immediately notified of the displacement, will their New York Dock protection be reduced?
A53. An engineer's reduction from New York Dock protection would not commence until notification or attempted notification by telephone or in person. The reduction would continue until the engineer placed himself/herself.
- Q54. If an engineer has worked full time in yard service will they have to place in road service if it is the highest paying assignment to keep from having offsets?
A54. Recognizing that some engineers have spent considerable time in the yard and have not been on the road in some time, the Carrier will allow these engineers to remain in yard service. It will be the responsibility of the Local Chairmen to identify these individual. This does not apply to other assignments nor to engineers who worked both in the yard and on the road even if the road service was emergency road service.

NOTE: This confirms the parties' understanding with respect to New York Dock Protection and the requirement to obtain the highest paying assignment for employees.

The parties agree if an engineer worked full time in yard and/or traveling switcher service during his/her test period, he/she will not have to place in road service if it is the highest paying assignment to continue protection pay. The Carrier will allow these employees to remain in yard and/or traveling switcher service and it will be the responsibility of the local chairman to identify these individuals.

By making this understanding, it is clearly understood it does not apply to other assignments nor to engineers who have worked both in yard and/or road service, even if the road service was emergency road service.

Finally, it is understood the above will be applicable to all locomotive engineers in the Longview, Houston, San Antonio and DFW Merger Hubs.
[July 17, 1999 Letter of Understanding]

- Q55. Why are there different dollar amounts for non-home owners and homeowners?
A55. New York Dock has two provisions covering relocating. One is Article 1, Section 9, Moving Expenses and the other is Section 12, Losses from Home Removal. The \$10,000 is in lieu of New York Dock moving expenses and the remaining \$20,000 is in lieu of loss on sale of home.
- Q56. Why is there one price on loss on sale of home?
A56. It is an in lieu of amount. Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on sale of home or want to go through the procedures to claim the loss under New York Dock.
- Q57. What is loss on sale of home for less than fair value?
A57. This refers to the loss on the value of the home that results from the Carrier implementing this merger transaction. In many locations the impact of the merger may not affect the value of a home and in some locations the merger may affect the value of a home.
- Q58. If the parties cannot agree on the loss of fair value what happens?
A58. New York Dock Article 1, Section 12(d) provides for a panel of real estate appraisers to determine the value before the merger announcement and the value after the merger transaction.
- Q59. What happens if an engineer sells the home for \$20,000 to a family member?
A59. That is not a bona fide sale and the engineer would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.
- Q60. What is the most difficult part of New York Dock in the sale transaction?
A60. Determine the value of the home before the merger transaction. While this can be done through the use of professional appraisers, many people think their home is valued at a different amount.
- Q61. Who is required to relocate and thus eligible for the allowance?
A61. An engineer who can no longer hold a position at his/her location and must relocate to hold a position as a result of the merger. This excludes engineers who are borrow outs or forced inside the Hub and released.
- Q62. Are there mileage components that govern the eligibility for an allowance?
A62. Yes, the engineer must have a reporting point farther than his/her old reporting point and at least 30 highway miles between the current home and the new reporting point and at least 30 highway miles between reporting points.
- Q63. Can you give some examples?
A63. The following examples would be applicable.

EXAMPLE 1: Engineer A lives at Eagle Pass and works at Eagle Pass. After implementation he/she can no longer work at Eagle Pass when the extra board is consolidated with the one at Del Rio and the engineer places at Del Rio. The engineer meets the requirement for an allowance and whether he/she is a home owner who sells their home or a non-homeowner determines the amount of the allowance.

EXAMPLE 2: Engineer C lives in Smithville and is unable to hold an assignment within 30 miles of that location and places on an assignment at Georgetown. The engineer meets the requirement for an allowance and whether he/she is a home owner who sells their home or a non-homeowner determines the amount of the allowance.

EXAMPLE 3: Engineer B lives 35 miles north of San Antonio and goes on duty at the SP yard office in San Antonio. As a result of the merger he/she goes on duty at the UP yard office which is three miles further away. No allowance is given.

EXAMPLE 4: Engineer D lives in Austin and holds an assignment in San Antonio. After the merger they cannot hold at that location and they can hold a position in New Braunfels. Because the engineer can hold in New Braunfels, which is closer to his place of residence, no allowance is given no matter where they finally place.

Q64. Are there any seniority moves that are eligible for an allowance?

A64. No.

Q65. May an engineer sell his home prior to the actual implementation of the merger and still be considered a home owner for relocation purposes?

A65. By agreement between the parties such an employee would be entitled to treatment as a "homeowner" provided:

1. Upon actual implementation of the Merger Implementing Agreement the engineer meets the requisite test of having been "required to relocate",
2. The sale of the residence occurred at the same location where claimant was working immediately prior to implementation, and
3. The sale of the residence occurred after the date of this Agreement.

Q66. Will engineers be allowed temporary lodging when relocating?

A66. Engineers entitled to a relocation allowance shall be given temporary lodging for thirty (30) consecutive days as long as they are marked up.

Q67. Are there any restrictions on routing of traffic or combining assignments during the implementation period or thereafter?

A67. There are no restrictions on the routing of traffic in the San Antonio Hub once the 30-day notice of implementation has lapsed. There will be a single collective bargaining agreement and limitations that currently exist in that agreement will govern (e.g. radius provisions for road switchers, road/yard moves, etc.). However, none of these

restrictions cover through freight routing. The combining of assignments between the Carriers is covered in this agreement and is permitted.

Q68. Will the Carrier offer separation allowances?

A68. The Carrier will review it's manpower needs at each location and may offer separation allowances if the Carrier determines that they will assist in the merger implementations..

Q69. When will a reserve board be established and under what conditions will they be governed?

A69. Depending on manpower needs there may be engineers on reserve boards on implementation day. The consolidated reserve board will be effective on that day however agreement provisions requiring all vacancies to be filled and the displacement of engineers not entitled to reserve board positions must be complied with prior to the Carrier opening reserve board positions. The reserve board provisions of the controlling CBA will govern it's operation.

Q70. Will engineers be eligible for a dismissal separation under NYD?

A70. For the purposes of NYD separations no engineers will be considered "dismissed" employees or eligible for NYD separation.

Q71. Can an engineer be forced outside the Hub after implementation?

A71. If the engineer has made his/her seniority selection to be in the Hub then they cannot be forced outside the Hub unless it is to protect San Antonio Hub seniority that may exist due to equity provisions. If the engineer has elected to hold his/her seniority in abeyance then there may be conditions that result in the engineer being forced to protect their seniority. One needs to remember that when elections are made if senior engineers elect to come into the Hub creating a surplus, then other engineers could be forced out in connection with this process.

Q72. If an engineer has started their NYD protection in another Hub and they elect to place in the San Antonio Hub will they start their NYD protective period over?

A72. No, they will continue on with the same time period that started with the implementation of the other Hub.

Q73. If an engineer is displaced does an offset to his/her TPA begin immediately upon being notified?

A73. By agreement between the parties, the Carrier will allow an engineer up to three hours after being notified to make a displacement without an offset being applied.

Q74. Can you give some examples of When New York Dock offsets would occur?

A74. Yes.

EXAMPLE 1: Engineer A is in pool service and lays off and his/her turn goes out and if he/she had worked the trip, would have earned \$500 on the round trip. The offset would be \$500. If the engineer continues to lay off after their turn returns to the home terminal then they will have an additional offset.

EXAMPLE 2: Engineer B is in pool service and at noon on Monday is displaced and the Carrier notifies the employee at 1 PM. The engineer takes 36 hours to make a placement and places on a 4PM yard assignment going to work on Wednesday. The engineer would have 2/30's of their protection offset

for the month. Additional offsets may be applicable if the assignment displaced to was not the highest earning assignment they could hold.

EXAMPLE 3: Engineer C is in pool service and takes a single day personal leave and their turn makes a round trip and the employee would have earned \$500. The offset is the difference from the amount paid for the personal leave day and the \$500. If the engineer took a personal leave day between trips and lost no earnings then their would be no offset.

EXAMPLE 4: Engineer D is in pool service and is displaced at 8 pm on Monday. The Carrier makes several attempts to contact the engineer beginning at 8AM on Tuesday and finally contacts the engineer at 4PM on Tuesday. The engineer's offset begins at 8AM on Tuesday and the amount depends on when the employee places.

EXAMPLE 5: Engineer E is first out on the extra board and misses a call for a HOS relief that would have paid \$150, the offset will be \$150. If the missed call was for a \$500 round trip then the offset would be \$500.

NOTE: This example assumes that the engineer marks back up after only one trip is missed. Additional time off would result in additional offsets.

SCOPE RULE

- 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. [*NMB Case No. A-10715, Article IV, September 3, 1981*]

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. [NMB Case No. A-10715, Article V, September 3, 1981]

UNION SHOP AGREEMENT

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) Employes 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.

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 and 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 him 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 8. 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.

LAYING OFF AND LEAVE OF ABSENCE

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)

ASSIGNMENT OF ENGINEERS

[Article 28]

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.

TRANSFER OF ENGINEERS

[Article 30]

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 here 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.

FREE TRANSPORTATION

[Article 43]

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,

AMTRAK AGREEMENT

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 employes subject to collectively bargained agreements between the parties signatory hereto desire to be considered for employment by Amtrak,

NOW, THEREFORE, IT IS AGREED;

ARTICLE I 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 RETURN 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.

NOTE: 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. [*Letter of Agreement, February 5, 1987*]

- (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 employe 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.

DISPLACEMENT - 48-HOUR BUMP RULE

[Article X, 1996 National Agreement]

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.

Questions and Answers - 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.*

Time Limit For Displacements Outside 30-Mile Limit

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. [*Rulings Adopted By The General Committee of Adjustments, No. 3, November 20, 1959*]

GENERAL DISPLACEMENT RIGHTS

Returning To Service

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. [*Rulings Adopted By The General Committee of Adjustments, November 20, 1959*]

OR

"Effective May 1, 1981, an engineer upon returning to service after dismissal, whose former assignment was bulletined as a permanent vacancy will be permitted to exercise his seniority and displace any engineer his junior." [*Addendums, May 7, 1981 Letter of Understanding, G-1, p. 188*]

Engineers Restricted - Displacement Rights

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. [*Rulings Adopted By The General Committee of Adjustments, No. 13, November 20, 1959*]

DFW and San Antonio Hub Bump Rule

Engineers with displacement rights exercising in pool freight service shall place into the pool at the home terminal in the position occupied by the junior engineer at which time the junior pool freight engineer will be removed. If such junior pool freight engineer is on-duty, or at the away-from-home terminal, the senior engineer shall be placed last out and such junior engineer will be removed from the pool following his/her subsequent tie-up at the home terminal. Any unassigned pool position shall be considered the junior position to be displaced. The Organization may cancel this rule at the end of the six-year New York Dock period upon giving the General Director Labor Relations a 30 day written notice. Upon cancellation the CBA rule in affect on the day prior to implementation of this agreement shall be reinstated.

Failing To Bid On A Bulletin

An engineer who fails to bid on an assignment per Article 25(e) has to wait thirty (30) days to exercise his right to the job under Memorandum of Agreement dated November 7, 1974, file #N308-21-308-68.

We are agreeable to the above interpretation with the understanding that a minimum of thirty days be necessary before an engineer can exercise his right to the job under the Memorandum of Agreement, dated November 7, 1974. It is our understanding that this provision is applicable on the former TPMPT as well as on the former T&P Railway. [*Interpretation of agreement, September 11, 1980*]

Does this only apply in the former T&P areas of DFW, Longview and Houston? Is it not cancelled by the 60-day rule [following]?

CONFLICT!!!!

Gil, Here are three agreements related to passing up one's assignment. The first one [Give Up Runs] is part of the MUPL Agreement, and you will have to decided on whether you want to keep it or not. The next two are both DIFFERENT 60-day pass-up rules.

Give Up Runs

[Article 41]

"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."

Gil, I am a little confused here. We all are aware that we can pass up after 60 days and bump into the same pool. As you will likely remember I objected to this agreement when Bob Huston signed it and have been vocal about since. Bob did away with our IGN right to bump anyone [in blue below in the second agreement]. In your and my discussions about this I remember that you argued that the TP could had had that right for a long time, and that Bob Huston signed a similar agreement that agreed with it. In truth, I had always been told that Bob's action was urged by the carrier for the purpose of consistency.

Close scrutiny of the TP agreement, copied here from the Addendums, surprisingly forbids bumping into the same pool. I could not find any other TP agreement preserving that right, but you may know of one or at least where it is. The conflicting language is underlined. I can obviously blend the two agreements into one that will match our current practice but not on my own. Please help...

Passing Up Assignment - TP

When an engineer has been on any assignment in excess of sixty (60) days, he may displace any engineer his junior, except that he will not be allowed to exercise his seniority in the same freight pool that he was assigned to. Under the foregoing, the assigned engineers will remain on the assignment during the bulletin period.

It is understood the Carrier will not incur any additional expense as a result of this Agreement.

This Agreement may be cancelled by either party giving the ten (10) day written notice to the other party. This Agreement signed this 30th day of November, 1982 is effective December 1, 1982. [CBA Addendums, G-1, Page 191]

Bump Any Junior Man (Pass-up) - IGN

(This is not presently applicable to either DFW or San Antonio Hubs)

The Memorandum of Agreement dated August 31, 1972, File: A-283-356 which reads:

"An engineer exercising seniority (bumping) in pool or local service will be allowed to bump the youngest engineer in such service with a fireman, or the youngest in such service without a fireman."

is cancelled and the following substituted therefore:

IT IS AGREED

An engineer exercising seniority (bumping) in pool or local service will be allowed to displace any engineer his junior. An engineer may bid from one pool to another pool or within a pool; however, he may not bid on his own vacancy. This agreement signed at Spring, Texas this 14th day of February, 1986 becomes effective March 1, 1986 and may be cancelled by either party signatory hereto by serving five (5) days written notice upon the other party. [CBA Addendums, C-2, Page 117]

Exercising Seniority To Turn W/O Fireman

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 fireman 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 any, 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. [Agreement, October 10, 1969]

REGISTERING MILEAGE

Gil, give me a ruling on retention of this.

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 TR 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.

Designated Days Off-Exceeding Mileage

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? [Rulings Adopted By The General Committee of Adjustments, November 20, 1959]

ANSWER: Yes. Superintendent should be notified in writing of the assigned off days.

CMS AGREEMENT

March 6, 1984

C 205—5170
205—489—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:

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:

Employes will be notified by bulletin that all telephone conversations between crew dispatchers and employes 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.

RULINGS

[Article 52]

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.

DISTRIBUTION OF SCHEDULES

[Article 53]

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.

FIREMEN

[Use of Firemen as Engineers in Emergency]

July 7, 1987
Files: 1940.15—5
1940.80—1
140.80—4

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

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.

Section 5 - Health and Welfare Benefits

MAKE SURE TO ENTER THE 1996 7-DAY REQUIREMENT PLUS Q&A's SP/SSW DISABILITY/LIFE INSURANCE

Houston Hub

During our negotiations we discussed ARTICLE 6- LIFE INSURANCE and ARTICLE 9- DISABILITY INSURANCE of the August 1, 1995 Agreement between Southern Pacific Lines and your Organization. It was your position that coverages provided by the former agreement should be preserved for the former Southern Pacific engineers covered by this Implementing Agreement.

This will confirm that Carrier agreed that these insurance premiums would be maintained at current levels and would be grandfathered to those former Southern Pacific engineers who are covered by this Implementing Agreement and who are presently covered under those plans. These insurance premiums will be maintained at current levels for such employees for a six (6) year period commencing January 1, 1998, unless extended or modified pursuant to the Railway Labor Act.

[Houston Hub, Zones 1&2, Side Letter No. 2, January 17, 1997]

[Houston Hub, Zones 3, 4 & 5, Side Letter No. 1, April 23, 1997]

[Longview Hub, Side Letter No. 1, August 13, 1997]

DFW Hub

If an engineer is covered under a group life and/or disability insurance policy provided for in his/her collective bargaining agreement and that collective bargaining agreement is not the

surviving collective bargaining agreement, the Carrier shall continue the premium payments required at the time of implementation of this agreement for those engineers presently covered under those provisions for a period of six years, beginning January 1, 1998. [DFW Hub, Article X, B]

San Antonio Hub

If an engineer is covered under a group life and/or disability insurance policy provided for in his/her collective bargaining agreement and that collective bargaining agreement is not the surviving collective bargaining agreement, the Carrier shall continue the premium payments required at the time of implementation of this agreement for those engineers presently covered under those provisions for a period of six years, beginning January 1, 1998. [San Antonio Hub, Article X, Section B]

1975

ARTICLE V - HEALTH AND WELFARE BENEFITS

Subject to the Letter of Understanding of March 6, 1975 (Attachment 1), the benefits now provided under Group Policy Contract GA-23000 are to be continued during the three-year period commencing January 1, 1975, the railroads to pay the premium cost offset by such amounts as may be available from the Special Account. Details of the Agreement covering the foregoing to be worked out by the parties by July 1, 1975.

ARTICLE VI - NATIONAL DENTAL PLAN

A National Dental Plan will be established to be effective March 1, 1976 with features as described in Memorandum Identified as "Description of National Dental Plan" (Attachment 2). The plan will be established and administered as follows:

- (a) The entire cost of the dental plan will be borne by the railroads.
- (b) The railroads and the unions will jointly invite insurers to submit proposals, and will select the insurer which submits the most favorable proposal to issue an insurance contract to the railroads as the policyholder.
- (c) The insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the unions in the same detail and at the same time that it furnishes such data to the railroads.
- (d) Any dividends or retroactive rate refunds or credits will be paid into a special fund established for such purpose, to be held by the insurer. Withdrawals may be made from such fund only to provide dental care benefits to employees unless otherwise agreed to.

(e) No notices relating to dental benefits or the financing thereof shall be served prior to January 1, 1977 (not to become effective before January 1, 1978). If no agreement thereon is reached prior to January 1, 1978 the railroads parties to this agreement will continue payments to the insurer of the dental plan at the rates previously established as the premium rates under such plan until the payment rates are changed or modified under the provisions of the Railway Labor Act, and the policyholder railroads will make arrangements to provide such benefits as can be financed from such payments.

ARTICLE VII - NATIONAL HEALTH LEGISLATION

In the event that national health legislation is enacted during the three-year period commencing January 1, 1975, benefits and payments will be integrated so as to avoid duplication, and any savings resulting from such integration will be credited to the Special Account maintained in connection with the health and welfare plan or to the special fund referred to in Article VI (d), or will be apportioned between such Account and such fund, according to the source of such savings.

Side letter to 1975

ATTACHMENT 2

DESCRIPTION OF NATIONAL DENTAL PLAN

EFFECTIVE DATE - March 1, 1976

ELIGIBILITY

Employee - An employee of a railroad who is eligible for employee or dependent coverage under GA-23000, provided he has completed one year of service with the railroad.

Dependent - For other than orthodontia, the spouse and children of a covered employee, as they are defined in GA-23000 (i.e. unmarried children under age 19, between 19 and 25 if in school, or over 19 if physically or mentally incapacitated). For orthodontia, unmarried children under age 19.

INDIVIDUAL TERMINATION OF INSURANCE

Upon termination of railroad service; i.e., no special extensions such as those for furloughed or disabled employees as provided under GA-23000.

BENEFITS FOR OTHER THAN ORTHODONTIA

What is Payable - The plan pays the dentist's charges for covered expenses on the following basis:

- 75% Group A - Preventive and Basic Services and Emergency Visits
- 50% Group B - Prosthetic Services, including Crowns and Gold Restorations

Deductible - \$50 per individual for each calendar year.

Maximum - The maximum benefit for each calendar year is \$500. This maximum applies separately to each insured family member.

What Dental Expenses are Covered - The plan covers charges up to those made by most dentists in the area for the services and supplies described in the following section.

What Dental Services are Covered - The plan covers the following services and supplies, for which a charge is made by a dentist or physician, that are required in connection with the dental care and treatment of any disease or defect. In addition, the plan covers certain preventive services.

GROUP A - Preventive and Basic Services and Emergency Visits

1. Oral Examinations and Prophylaxis

Routine oral examination and prophylaxis (scaling and cleaning of teeth), but not more than once for each covered person during any period of six (6) consecutive months.

2. Fluoride Treatment

The plan covers a fluoride treatment once each calendar year for children.

3. Space Maintainers

The plan covers all space maintainers.

4. Emergency Visits

Emergency palliative treatment.

5. X-rays

Dental x-rays, including full mouth x-rays (but not more than once in any period of thirty-six (36) consecutive months), supplementary bitewing xrays (but not more than once in any period of six (6) consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.

6. Extractions

The plan covers all extractions. Allowances for extraction include routine post-operative care.

7. Oral Surgery

The plan covers all necessary oral surgery. Allowances include routine post-operative care.

-

8. Fillings

The plan covers amalgam, acrylic, synthetic porcelain and composite fillings that are necessary to restore the structure of teeth that have been broken down by decay.

9. General Anesthetic

The plan covers a separate charge for general anesthetic in conjunction with oral surgery and periodontics.

10. Treatment of Gum Disease

The plan covers necessary periodontic treatment of the gums and supporting structure of the teeth.

11. Endodontic Treatment

The plan covers endodontic treatment, including root canal therapy.

12. Drugs

The plan covers charges for injectable antibiotics administered by a dentist or physician.

13. Repair and Rebasing

Repair or recementing of crowns, inlays, onlays, bridgework or dentures; or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture, but not more than one relining or rebasing in any period of thirty-six (36) consecutive months. If the plan pays for a new denture it will not also cover the repair or rebasing of the old denture.

GROUP B - Prosthetic Services

1. Initial Installation

The plan covers initial installation of fixed bridgework, including inlays and crowns used as abutments, and partial or full removable dentures (including any adjustments during the six (6) month period following installation).

2. Replacement of Existing Prosthetic Appliances

The plan covers replacement of an existing partial or full removable denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removable denture or to bridgework, but only if satisfactory evidence is presented that:

- (a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed, or
- (b) The existing denture or bridgework cannot be made serviceable and is more than 5 years old, or
- (c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture. When a permanent denture replaces an immediate temporary denture for which benefits were provided under this plan, the allowance for both appliances will be limited to the maximum benefit for a permanent denture.

3. Crowns and Gold Restorations

The plan covers crowns, inlays, inlays and gold fillings that are necessary to restore the structure of teeth that have been broken down by decay, provided the tooth cannot be reconstructed by an amalgam, acrylic, synthetic porcelain or composite filling.

Benefit Determination - The plan covers treatment performed while insured. Treatment will be considered to have been performed when the service is actually rendered, except as specified for the following procedures:

(a) Dentures, Full or Partial - when the impression is taken for the appliances.

(b) Fixed bridgework, crowns and gold restorations - when the tooth is first prepared.

(c) Endodontics, including root canal therapy - when the tooth is opened.

Extended Benefits - For the procedures listed under Benefit Determination, benefit payments will be made for treatment performed while insured with respect to services rendered within 30 days following termination of insurance.

Dental Charges Not Covered - Covered Dental Expenses do not include and no benefits are payable for:

... Charges for services for which benefits are otherwise provided under surgical and major medical coverage under Group Policy Contract GA-23000.

... Charges for treatment by other than a legally licensed dentist or physician, except that scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of the dentist.

... Charges for veneers or similar properties of crowns and pontics placed on or replacing teeth, other than the ten upper and lower anterior teeth.

... Charges for services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures, specialized techniques, or precision attachments
... Charges for the replacement of a lost, missing, or stolen prosthetic device.

... Charges for appliances or procedures to increase vertical dimension or occlusion.

... Charges for orthodontic diagnostic procedures and treatment, including appliance therapy, surgical therapy and functional or myofunctional therapy.

... Charges for services or supplies which are compensable under a Workmen's Compensation or Employer's Liability Law.

.. Charges for services rendered through a medical department, clinic, or similar facility provided or maintained by the patient's employer.

.. Charges for services or supplies for which no charge is made that the employee is legally obligated to pay or for which no charge would be made in the absence of dental expense coverage.

.. Charges for services or supplies which do not meet or are not necessary according to accepted standards of dental practice, including charges for services or supplies which are experimental in nature.

... Charges for services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared.

... Charges for any services to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any state or political subdivision thereof.

... Charges for education or training and supplies used for personal oral hygiene or dental plaque control, or dietary or nutritional counseling.

... Charges for implantology.

... Charges for sealants.

... Charges for failure to keep a scheduled visit with the dentist or hygienist.

... Charges for the completion of any forms.

Optional Treatment - Occasionally, a patient may select a more expensive procedure rather than a suitable alternate procedure. In such case, plan benefits will be paid on the basis of a less expensive procedure that is consistent with good dental care.

Co-ordination of Benefits - If the individual is eligible to receive dental benefits under another program, co-ordination of benefits will be applied between the two with respect to dental charges.

BENEFITS FOR ORTHODONTIA

What Is Payable -

of

The plan pays the dentist's charge at 50% of covered orthodontic expenses up to a lifetime maximum amount payable

\$500 for each child under 19 years of age.

Covered Orthodontic Treatment -

The plan covers orthodontic treatment that is required to correct malposed teeth, and which begins while the child is covered by the plan. Treatment consists of appliance therapy, surgical therapy, functional and myofunctional therapy, and includes related diagnostic procedures, surgery and extractions performed by a dentist.

Payment Sequence - orthodontic

at

The sequence of payments for

services is determined in the following manner. If the dentist estimates that active treatment will continue for two or more years, then the total benefit is divided into eight equal portions. The first portion will be payable when the orthodontic appliance is installed and subsequent installments will be payable

90 day intervals until the maximum has been paid or until insurance terminates. If the estimated course of treatment is less than two years, the total charge is divided into portions so as to make payments at 90 day intervals, beginning with the date the appliance is inserted.

Payment Sequence (Cont'd) -
payable
provided

will

90 day interval. Orthodontic
of

again

entitled
original payable benefit, as long

be payable at 90
accordance

sequence.

Orthodontic Charges Not

Covered -
plan

with

services,

forth in

would

Co-ordination of Benefits -
receive

another

charges.

Orthodontic benefits will be
while treatment continues
insurance remains in force with
respect to the individual. Benefits
be payable provided the individual
is covered at the beginning of the
coverage will terminate at the end
the quarter during which the
child attains his 19th birthday.
If an employee's insurance is
terminated and he subsequently

becomes insured, he will be
to any unpaid remainder of the

as active orthodontic treatment is
continued. Such remainder will
day intervals calculated in

with the original payment

Since it is contemplated that this

would be written in conjunction

a plan covering other dental

the appropriate exclusions set

the description of such plan

also apply to this plan.

If the individual is eligible to

orthodontic benefits under

program, co-ordination of benefits
will be applied between the two
with respect to orthodontic

EXHIBIT A

LIST OF RAILROADS SIGNATORY TO THIS AGREEMENT -- NOT REPRODUCED
HERE

FOR THE CARRIERS:

FOR THE BLE:

W.H. Dempsey

B.N. Whitmire

Washington, D. C.
January 29, 1975

1978

ARTICLE IV - HEALTH AND WELFARE BENEFITS; EARLY RETIREMENT MAJOR
MEDICAL EXPENSE BENEFITS; AND DENTAL BENEFITS.

PART A. HEALTH AND WELFARE BENEFITS

Section 1. Continuation of Plan. The benefits now provided under The Railroad Employees National Health and Welfare Plan, modified as provided in Sections 2 and 3 below, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust. Detailed contract language specifying the new benefits and the changes in existing benefit and eligibility provisions is to be worked out by the Joint Policyholder Committee with the insurer.

Section 2. Benefit Changes. The following benefit changes will be made effective as of January 1, 1979:

a. Alcoholism Treatment. For treatment of alcoholism of an employee which has been diagnosed as such by the employee's attending physician,
as a result of which the employee is confined at an approved treatment center
which provides medical and therapeutic treatment for alcoholism under a

program approved by both the attending physician and the insurer, on an inpatient basis requiring full-time participation by the patient, and certain
evaluation, diagnostic and counseling services: a benefit will be provided

to cover charges by the treatment center for room and board, care and treatment, exclusive of custodial care, up to \$50 per day for not more than 31 days per calendar year with a lifetime maximum of \$3,000.

b. Ambulatory Surgical Centers. Charges incurred by an employee or dependent for services rendered and supplies furnished by an approved ambulatory surgical center within the time limits and for the purposes specified in the out-patient expense provisions of the plan shall be treated as if they were hospital out-patient expenses.

c. Second Surgical Opinion. A benefit will be provided to pay reasonable charges incurred by an employee or dependent for consultations (including the reasonable charges for laboratory and X-ray examinations and other diagnostic procedures in connection therewith) with one or more qualified specialist surgeons for additional opinions as to the medical necessity for the performance of a recommended surgical procedure for which benefits are payable under the surgical expense benefits provisions of the Plan, provided the consultant surgeon examines the patient and furnishes the insurer either copy of his written report to the patient or a written report setting forth his opinion.

d. Pre-Admission Testing. Charges incurred by an employee or dependent in connection with pre-admission testing ordered by a physician will be covered as hospital in-patient expenses provided such tests are related to the performance of scheduled surgery in connection with a confirmed hospital admission, and (i) the person involved is subsequently admitted to the hospital as a resident in-patient unless the scheduled confinement is cancelled or postponed because of the unavailability of a bed or a change in his condition which precludes surgery or (ii) the surgery is performed in an out-patient facility (which may be an ambulatory surgical center) unless there is a change in the patient's condition which precludes surgery.

e. Surgical Expense Benefit. The maximum basic benefit for a surgical procedure will be increased from \$650 to \$1,000; the maximum allowance for administration of anesthetics will be increased from \$162.50 to \$250; and the \$650 E Surgical Schedule will be replaced by a \$1,000 E Surgical Schedule.

f. Hospital Miscellaneous Benefit. The provision for reimbursement for hospital charges for medical care and treatment (other than charges for room and board, nurses', and physicians' and surgeons' fees), and the excess of charges for intensive care in an intensive care unit over the amount payable otherwise, shall be increased from "not more than \$1,000 plus 80% of the excess over \$1,000," to "not more than \$2,000 plus 80% of the excess over \$2,000."

g. Out-Patient Expense Benefit, and Supplemental Out-Patient

Medical Expense Benefit. The provision for reimbursement for hospital out-patient expenses, and the supplemental out-patient medical expense benefit

- 10 -

provision, covering certain emergency medical care and treatment on account of accidental bodily injuries and additional subsequent medical care and treatment in connection with such emergency care, and medical care and treatment in connection with surgical operations, will be increased to provide for reimbursement for such expenses in full on a reasonable and customary basis (an increase from the maximum of \$100 plus 80% of the excess over \$100).

h. Ambulance Benefit. Necessary ambulance charges for transportation to and from hospital for an employee or dependent who is confined as a hospital in-patient, or who receives out-patient care of a nature referred to in g. above in a hospital, will be provided in full on a reasonable and customary basis (an increase from the maximum of \$25 for such benefit).

i. Physician's Fee Benefit.

(i) The maximum amount payable on behalf of an employee or dependent for physician charges for visits while the employee or dependent is confined as a hospital in-patient will be increased from \$6.00 to \$10.00 per day of such confinement, and the maximum so payable during any one period of hospital confinement will be increased from \$2,190 to \$3,650.

(ii) The maximum amount payable for physicians' office visits by an employee shall be increased from \$6.00 to \$10.00, and for home visits from \$7.50 to \$12.00, per visit limited as at present to one home or office visit per day and a maximum of 180 such visits in a 12-month period; no benefit payable for the first visit on account of injury or the first three visits on account of sickness.

j. Major Medical Expense Limit Benefit. A provision will be added to the major medical expense benefit section of the Plan to the effect that if in a calendar year a covered employee or dependent has incurred expenses not otherwise reimbursed under the Plan which aggregate \$2,000 including (i) the individual's cash deductible and (ii) the individual's 20% share of co-insurance under the hospital miscellaneous benefits and major medical expense benefit provisions, all further "covered expenses" of that individual in that calendar year which would otherwise come under the 80%/20% coinsurance provisions will instead be reimbursed under the major medical expense benefit provisions on a 100% basis. The four exclusions in the major medical expense benefit section will apply to this benefit.

k. Living Tissue Donor Benefit. Benefit will be provided for the

living donor of an organ or tissue to an employee or dependent covered by The Railroad Employees National Health and Welfare Plan, with respect to the donation involved, on the same basis as if the donor were himself an employee covered by the Policy Contract to the extent such donor is not covered under any other health insurance program.

Section 3. Eligibility. The provision under which a new employee becomes a Qualifying Employee, and may become insured and eligible for benefits, on the first day of the first calendar month starting after such employee has completed 30 continuous days during which he has maintained an employment relationship, will be changed to provide that a new employee (employed on or after August 1, 1978) will become a qualifying employee on the first day of the first calendar month starting after such employee has completed 60 continuous days during which he has maintained an employment relationship.

Section 4. Restructuring. The parties to this Agreement will seek to work out with the insurer reasonable and practicable arrangements designed to decrease federal income taxes payable by the insurer in connection with the Plan, to decrease the insurer's reserves for its liabilities under the Plan, or otherwise to lessen the cost of maintaining the Plan without decreasing the benefits or services that the Plan provides.

PART B. EARLY RETIREMENT MAJOR MEDICAL EXPENSE BENEFIT

Section 1. Establishment and Effective Date. The railroads will establish an Early Retirement Major Medical Benefit Plan to provide specified major medical expense benefits for certain retired or disabled railroad employees and their dependents, to become effective August 1, 1978 and to continue subject to the provisions of the Railway Labor Act, as amended, according to the following provisions:

a. Employees Eligible:

(i) Age. An employee who, on or after July 1, 1978, retires at or after 61 years of age under the 60/30 provisions of the Railroad Retirement Act of 1974, if immediately prior to the date he retired he was covered for employee or dependent health benefits under the Railroad Employees National Health and Welfare Plan and had a current connection with the railroad industry.

(ii) Disability.

(a) An employee of a non-hospital association railroad who on or after July 1, 1978 and at or after age 61 was receiving employee health benefits (or still eligible for such benefits under the disability waiver provisions) under The Railroad Employees National Health and Welfare Plan, and who meets the requirements of

subparagraph (c) below.

(b) An employee of a hospital association railroad who would have met the requirements of subparagraph (a) above in full if he had been an employee of a non-hospital association railroad, and who meets the requirements of subparagraph (c) below.

(c) To be eligible as a disabled employee, an employee must, in addition to fulfilling the requirements of subparagraph (a) or subparagraph (b) above, -

(1) solely because of his disability be prevented from working in his regular occupation;

(2) be entitled to an annuity by reason of disability under the Railroad Retirement Act of 1974; however, he need not have filed application for disability annuity under the Railroad Retirement Act if he is receiving sickness benefits under the Railroad Unemployment Insurance Act, but when he is no longer receiving such sickness benefits if he does not apply for such disability annuity his eligibility under the Plan will terminate;

(3) have had a current connection with the railroad industry on the date immediately prior to the date on which he became entitled to such disability annuity; and

(4) have had by his eligibility date a total period, consisting of his railroad service prior to the onset of such disability plus the period of such disability itself, totaling not less than 30 years.

b. Dependents Eligible: Spouse and dependent children of eligible employees who are within definition of "dependent" in The Railroad Employees National Health and Welfare Plan.

c. Scope of Coverage:

(i) Eligible employees of non-hospital association railroads, and, to the extent provided in Section 3, of hospital association railroads.

(ii) Dependents of eligible employees of either hospital association or non-hospital association railroads.

d. Duration of Coverage:

(i) Coverage for all covered employees and dependents will begin when the employee becomes eligible under paragraph a., but not earlier than the effective date, and except that an employee's or dependent's coverage will not begin earlier than such employee's or dependent's eligibility for benefits under the Railroad Employees National Health and Welfare Plan ceases.

(ii) Coverage for covered employees will terminate on the earlier of -

(a) The date the employee becomes eligible for Medicare (even though his coverage may not yet have begun, e.g., if a disabled employee becomes eligible for Medicare before he becomes eligible under paragraph a.), or

(b) The date the employee's Railroad Retirement annuity terminates.

(iii) Coverage for all dependents of an employee will terminate on the earlier of -

(a) The date the employee's coverage terminates for any cause other than (1) death or (2) eligibility for Medicare by reason of disability, or

(b) If the employee predeceases dependent(s), or becomes eligible for Medicare by reason of disability, the date the employee would have become eligible for Medicare by reason of age if he had not died.

(iv) Coverage for any dependent will terminate if such individual dependent, while covered, -

(a) becomes eligible for Medicare, or

(b) is no longer within the above-referred-to definition of dependent, or

(c) is the widow or widower of a covered employee and remarries.

Note: As used in this paragraph d. Duration of Coverage, "Medicare" means the full measure of benefits under the Health Insurance for The Aged and Disabled Program under Title XVIII of the Social Security Act, as amended and as it may be further amended,

which are normally available to an individual at age 65 or on general disability. Benefits under the Plan will be so adjusted to avoid duplication between Plan benefits and any other Medicare benefits.

e. Plan:

(i) Elements:

(a) Deductible: \$100 per calendar year for each individual.

(b) Coinsurance proportions: 80/20, except 65/35 for out-of-hospital mental-nervous treatments.

(c) Lifetime benefit limit: \$50,000 for each individual.

(ii) Benefits: Covered benefits will be benefits of the same categories as are covered major medical expense benefits under The Railroad Employees National Health and Welfare Plan.

(iii) The same Coordination of Benefits provisions as in Group Policy Contract GA-23000 will be included.

Section 2. Administration.

a. The railroads, which will be sole policyholder, will work out arrangements for the Plan to be administered and insurance thereunder to be provided by the same insurer as is handling those functions under The Railroad Employees National Health and Welfare Plan.

b. The railroads will work out with the insurer detailed contract language setting forth the eligibility and benefit provisions.

c. The insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the organizations in the same detail and at the same time that it furnishes such data to the railroads.

d. Any dividends or retroactive rate refunds or credits will be paid into a special fund or account held by the insurer or into a trust established in connection with the Plan. Withdrawals may be made from such fund, account or trust only to provide or finance benefits.

Section 3. Employees of Hospital Association Railroads.

Hospital association railroads will pay the respective hospital associations such portion of the cost of the plan as is attributable to coverage for retired employees (but not for their dependents) contingent on commitments* from the hospital associations to provide benefits similar to those provided by the plan to such retired

employees of the respective railroads as meet the above eligibility requirements and were members of the hospital association. In absence of such a commitment, no payment such as provided for in this paragraph shall be made to the hospital association involved, and the employees involved will be regarded as employees of a hospital association railroad for purposes of eligibility for early retirement medical benefits but shall be provided such benefits under the national plan the same as employees of non-hospital association railroads. On a railroad on which the hospital association has furnished such a commitment, individual retired or disabled employees who had not been members of the hospital association or who had been such members but elected to leave the association on discontinuing active railroad service, or who forego association benefits, will not have an option of electing coverage under the national plan; nor on a railroad on which there has been no such commitment from the hospital association will individual employees have an option of electing hospital association coverage in place of coverage under the national plan.

*Including acceptance of the following obligation: If a hospital association having furnished the commitment referred to in Section 3 should subsequently withdraw such commitment, the employees involved will thereafter be provided their benefits under the national plan as provided in the second sentence of Section 3. If any special contribution to the national plan is required to cover any liability which the hospital association may have incurred during the period it covered the employees involved (and while it was receiving the contribution identified in the first sentence of Section 3), which liability the national plan assumes by reason of the employees' coverage being transferred from the hospital association to the national plan, such special contribution will be made by the hospital association.

PART C. DENTAL BENEFITS

Section 1. Continuation of Plan. The benefits now provided under The Railroad Employees National Dental Plan, modified as provided in Sections 2 and 3 below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language specifying the changes in existing benefit and eligibility provisions is to be worked out by the Policyholder with the insurer.

Section 2. Benefit Changes. The following changes in the benefit area will be made effective as of November 1, 1978.

a. The maximum benefit (exclusive of any benefits for orthodontia) which may be paid with respect to a covered employee or dependent in any calendar year, including the calendar year 1978, will be increased from \$500 to \$750 for all expenses incurred on or after November 1, 1978.

b. A limit of \$100 will be placed on the amount of the deductible

per calendar year, including the calendar year 1978, to be paid by all members of an employee's family, to apply as follows:

(i) Any covered individual who has incurred and paid \$50 of covered dental expenses in a calendar year has met the deductible with respect to himself.

(ii) When a covered employee and/or any one or more of his defined dependents have collectively incurred and paid \$100 of covered dental expenses, counting not more than \$50 with respect to any individual, in a calendar year, the deductible has been met with respect to such employee and all his defined dependents.

c. Extended coverage will be provided for disabled, pregnant, furloughed and discharged or dismissed employees on exactly the same basis as under The Railroad Employees National Health and Welfare Plan.

Section 3. Orthodontia. No change will be made with respect to benefits for orthodontia, except for the extended coverage provision described in paragraph c. of Section 2 above.

PART D. GENERAL

National Health Legislation. In the event that national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan, The Early Retirement Major Medical Benefit Plan, and The Railroad Employees National Dental Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.

ARTICLE X - OFF-TRACK VEHICLE ACCIDENT BENEFITS

Article IV(b) of the March 10, 1969 Brotherhood of Locomotive Engineers Agreement is hereby amended to read as follows:

(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 subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions

- 19 -

herein contained, and less any amounts payable under Group Policy Contract

GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan 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	\$150,000
Loss of Both Hands	\$150,000
Loss of Both Feet	\$150,000
Loss of Sight of Both Eyes	\$150,000
Loss of One Hand and One Foot	\$150,000
Loss of One Hand and Sight of One Eye	\$150,000
Loss of One Foot and Sight of One Eye	\$150,000
Loss of One Hand or One Foot or Sight of One Eye	\$ 75,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$150,000 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 employee 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 or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee 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 employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$150.00 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 employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

- 20 -

(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 employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

This Article will become effective 90 days after the date of this Agreement.

1982

ARTICLE V - HEALTH AND WELFARE BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Health and Welfare Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the Joint Policyholder Committee with the insurer.

Section 2. Benefit Changes

The following benefit changes will be made effective on November 1, 1982:

(a) Life Insurance - The maximum life insurance benefit for active employees will be increased from \$6,000 to \$10,000.

(b) Accidental Death, Dismemberment and Loss of Sight - The maximum accidental death, dismemberment and loss of sight benefit, called the "Principal Sum" in Group Policy Contract GA-23000, will be increased from \$4,000 to \$8,000. Those accidental death, dismemberment and loss of sight benefits that are payable in the amount of one-half the Principal Sum will thus be increased from \$2,000 to \$4,000.

(c) Hospital Miscellaneous Benefits - The provision for reimbursement for hospital charges for medical care and treatment (other than charges for room and board, nurses', and physicians' and surgeons' fees), and the excess of charges for intensive care in an intensive care unit over the amount payable otherwise, shall be increased from "not more than \$2,000 plus 80% of the excess over \$2,000," to "not more than \$2,500 plus 80% of the excess over \$2,500."

(d) Surgical Expense Benefit -

(i) The maximum surgical benefit for all surgical procedures due to the same or related causes, as well as the maximum basic benefit for any one surgical procedure, will be increased from \$1,000 to \$1,500; and the \$1,000 E Surgical Schedule will be replaced by a \$1,500 E Surgical Schedule.

(ii) No surgical expense benefits described in Part E of Article VII of Group Policy Contract GA-23000 will be payable under the Plan with respect to any non-emergency surgical procedure listed below and described in Schedule I to Policy Contract GA-23000 unless the opinions of two surgeons with respect to the medical necessity of the procedure have first been obtained and at least one of those opinions recommends the procedure. Major medical expense benefits described in Part J of such Article will, however, be payable with respect to such a procedure whether or not the opinion of a second surgeon is obtained. The surgical procedures referred to above are:

- | | |
|--------------------------|-----------------------------------|
| 1. Breast Surgery | 7. Gall Bladder Operations |
| 2. Bunion Surgery | 8. Knee Surgery |
| 3. Cataract Surgery | 9. Prostate Operations |
| 4. Hemorrhoid Operations | 10. Rhinoplasty |
| 5. Hernia Repairs | 11. Tonsillectomy & Adenoidectomy |
| 6. Hysterectomy | 12. Varicose Vein Operations |

(e) Radiation Therapy Expense Benefits - The radiation therapy expense benefits and the schedule listing them will be broadened to include chemotherapy treatments; the overall combined maximum radiation therapy and chemotherapy expense benefits for any one person during any one calendar

- 10 -

year will be increased from \$400 to \$600; and the overall combined maximum radiation therapy and chemotherapy expense benefits for any one person for

any one accident or sickness will be increased from \$400 to \$600.

(f) X-Ray or Laboratory Examinations - The maximum medical expense benefit for x-ray and laboratory examinations of any one person during any one calendar year will be increased from \$150 to \$250.

(g) Physician's Fee Benefit

(i) The maximum amount payable on behalf of an employee or dependent for physician's charges for visits while the employee or dependent is confined as a hospital in-patient will be increased from \$10.00 to \$12.00 per day of such confinement, and the maximum so payable during any one period of hospital confinement will be increased from \$3,650 to \$4,380.

(ii) The maximum amount payable for physician's office visits by an employee shall be increased from \$10.00 to \$12.00, and for home visits from \$12.00 to \$15.00, per visit, limited as at present to one home or office visit per day and a maximum of 180 such visits in a 12-month period; no benefit payable for the first visit on account of injury or first three visits on account of sickness.

(h) Major Medical Expense Benefits - The maximum aggregate amount payable as major medical expense benefits with respect to any eligible employee or dependent during such person's entire lifetime will be increased from \$250,000 to \$500,000.

(i) Hospital Emergency Room - To the extent not otherwise covered under the Plan, benefits will be payable for expenses in excess of \$50 incurred for the use of hospital emergency room by a covered employee or dependent. To the extent the first \$50 of such expenses are not covered by the Plan, they will count toward reaching the cash deductible amount of \$100 under the major medical expense benefits provisions of the Plan.

Section 3. Eligibility

The provision under which a new employee becomes a Qualifying Employee, and may become covered and eligible for benefits, on the first day of the first calendar month starting after such employee has completed 60 continuous days during which he has maintained an employment relationship, will be changed to provide that a new employee (employed on or after the first day of the calendar month following the month in which this agreement is executed) will become a Qualifying Employee on the first day of the first calendar month starting after the day on which such employee first performs compensated service; provided, however, that no employee or dependent health

benefits described in Article VII of Group Policy Contract GA-23000, other than the major medical benefits described in Part J thereof, will be payable to or on behalf of an employee until the expiration of twelve months after the month during which he first performs compensated service.

Section 4. Coverage for Dependents Health Benefits

If an employee is covered immediately prior to his death with respect to an eligible dependent's health benefits described in Article VII of Group Policy Contract GA-23000, such coverage will continue with respect to those benefits until the end of the fourth month following the month in which the employee's death occurred.

Section 5. Suspended and Dismissed Employees

An employee who is suspended or dismissed from service and is thereafter awarded full back pay for all time lost as a result of such suspension or dismissal will be covered under the Plan as if he or she had not been suspended or dismissed in the first place.

ARTICLE VI - DENTAL BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Dental Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the National Carriers' Conference Committee with the insurer.

Section 2. Benefit Changes

The following benefit changes will be made effective on November 1, 1982:

(a) The maximum benefit (exclusive of any benefits for orthodontia) which may be paid with respect to a covered employee or eligible dependent in any calendar year will be increased from \$750 to \$1,000.

(b) The maximum aggregate benefit payable for all orthodontic treatment rendered to an eligible dependent child under the age of 19 during his or her lifetime will be increased from \$500 to \$750.

(c) The benefit payable with respect to the Type A dental expenses described below will be increased to 100% (from 75%) of such expenses, but only to the extent that they exceed the deductible amount, which will not be changed:

a. Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once each in any period of 6 consecutive months.

b. Topical application of fluoride for dependent children, but not more than once in any calendar year.

- 12 -

c. Space maintainers designed to preserve the space created by the premature loss of a tooth in a child with mixed dentition until normal eruption of the permanent tooth takes place.

d. Emergency palliative treatment (to alleviate pain or discomfort).

e. Dental x-rays, including full mouth x-rays (but not more than once in any period of 36 consecutive months), supplementary bitewing x-rays (but not more than once in any period of 6 consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.

ARTICLE VII - EARLY RETIREMENT MAJOR MEDICAL BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Early Retirement Major Medical Benefit Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the National Carriers' Conference Committee with the insurer.

Section 2. Benefit Changes

The following benefit change will be made effective on November 1, 1982: The maximum amount payable with respect to any retired or disabled employee covered by the Plan or to any eligible dependent of such a retired or disabled employee will be increased from \$50,000 to \$75,000.

ARTICLE VIII - NATIONAL HEALTH LEGISLATION

In the event that national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan, The Railroad Employees National Early Retirement Major Medical Benefit Plan, and The Railroad Employees National Dental Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.

1985

ARTICLE XV - BENEFITS PROVIDED UNDER THE RAILROAD EMPLOYEES NATIONAL HEALTH AND WELFARE PLAN

Section 1 - Continuation of Plan

Except as provided in this Article, the benefits and other provisions under the Railroad Employees National Health and Welfare Plan will be continued. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust.

Section 2 - Benefit Changes

The following changes in benefits provided under the Plan and in matters related to such benefits will be made:

(a) Hospital Pre-Admission - Utilization Review Program This program shall include a comprehensive guidance and support structure for employees and other beneficiaries covered by the Plan and their physicians beginning prior to planned hospitalization and continuing through recovery period. The program shall include, among other things, review of the propriety of hospital admission (including the feasibility of ambulatory center or out-patient treatment), the plan of treatment including the length of confinement, the appropriateness of a second surgical opinion, discharge planning and the use of effective alternative facilities during convalescence. Reduced benefits will be provided if the program is not fully complied with. This program shall become effective as soon as practicable in order to provide adequate time to set up and communicate the program.

(b) Extension of Benefits - Vacation pay received by a furloughed employee shall not qualify such employee for any benefits under the Plan and will not generate premium payments on his behalf. This change shall become effective January 1, 1988.

(c) Reinsurance - Reinsurance will be discontinued as soon as practicable.

Section 3 - Special Committee

(a) A Special Committee selected by the parties will be established for the purpose of reviewing and making recommendations concerning ways to contain health care costs consistent with maintaining the quality of medical care; and reviewing the existing Plan structure and financing and making recommendations in connection therewith. In addition, the Committee may review and make recommendations with respect to any other matter included in the parties' notices with respect to the health care plan.

(b) The Committee shall retain the services of a recognized expert on health care systems to serve as a neutral chairman. The fees and expenses of the chairman shall be paid by the parties.

(c) The Committee shall be convened as promptly as possible and meet periodically until all of the matters that it considers are resolved. However, if the Committee has not resolved all issues by August 1, 1986, the neutral chairman will make recommendations on such unresolved issues no later than September 1, 1986. Upon voluntary resolution of all issues or upon issuance of recommendations by the neutral chairman, whichever is later, the Committee shall be dissolved.

(d) The proposals of the parties concerning health benefits (specifically, the organization's proposals dated January 17, 1984, entitled "Revise Contract Policy GA-23000" and the carriers' proposals dated on or about January 23, 1984, entitled "C. Insured Benefits") shall not be subject to the moratorium provisions of this Agreement, but, rather, shall be held in abeyance pending efforts to resolve these issues through the procedure established above. If, after 60 days from the date the neutral Chairman makes his recommendations, the parties have not reached agreement on all unresolved issues, the notices may be progressed under the procedures of the Railway Labor Act, as amended.

(e) Agreement reached by the parties on these issues will provide for a contract duration consistent with the provisions of Article XVIII of the Agreement, regardless of whether such agreement occurs during the time that the proposals of the parties are held in abeyance or subsequent to the time that they may be progressed in accordance with the procedures of the Railway Labor Act as provided for above.

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ARTICLE III - HEALTH AND WELFARE PLAN AND EARLY RETIREMENT MAJOR MEDICAL BENEFIT PLAN

Part A - Health and Welfare Plan

Section 1 - Continuation of Plan

The Railroad Employees National Health and Welfare Plan (the "Plan"), modified as provided in this Part, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by any insurer, third party administrator or other entity in connection with the Plan and by the use of funds held in trust that are not otherwise needed to pay claims, premiums, or administrative expenses that are payable from funds held in trust; provided, however, that such amounts as may at any time be in that certain special account maintained at The Travelers Insurance Company, known as the 'Special Account Held in Connection with the Amount for the Close-Out Period,'

relating to the obligations of the Plan to pay, among other things, benefits incurred but not paid at the time of termination of the Plan in the event such termination should occur, shall be used to pay or provide for Plan benefits as follows: one-third of the balance in such special account as of January 1, 1992, shall be used to pay or provide for benefits that become due and payable during 1992. One-half of the balance in such special account as of January 1, 1993, shall be used to pay or provide for benefits that become due and payable during 1993. All of the balance in such special account in excess of \$25 million as of January 1, 1994, shall be used to pay or provide for benefits that become due and payable during 1994. The \$25 million referred to in the preceding sentence shall be maintained by the Plan as a cash reserve to protect against adverse claims experience from year to year.

In the event that a carrier participating in the Plan defaults for any reason, including but not limited to bankruptcy, on its obligation to contribute to the Plan, and the carrier's participation in the Plan terminates, the carriers remaining in the Plan shall be liable for any Plan contribution that was required of the terminating carrier prior to the effective date of its termination, but not paid by it. The remaining carriers shall be obligated to make up in a timely fashion such unpaid contribution of the terminating carrier in pro rated amounts based upon their shares of Plan contributions for the month immediately prior to such default.

Section 2 - Change to Self-Insurance

Except for life insurance, accidental death and dismemberment insurance, and all benefits for residents of Canada, the Plan will be wholly self-insured and administered, under an administrative services only arrangement, by an insurance company or third party administrator.

Section 3 - Joint Plan Committee

The Joint Policyholder Committee shall be renamed the Joint Plan Committee. This change in name shall not in any way change the functions and responsibilities of the Committee.

A neutral shall be retained by and at the expense of the Plan for the duration of this Implementing Document to consider and vote on any matter brought before the Joint Plan Committee (formerly the Joint Policyholder Committee), arising out of the interpretation, application or administration (including investment policy) of the Plan, but only if the Committee is deadlocked with respect to the matter. A deadlock shall occur whenever the carrier members of the Committee, who shall have a total of one vote regardless of their number, and the organization members of the Committee, who shall also have a total of one vote regardless of their number, do not resolve a matter by a vote of two to nil and either side declares a deadlock.

If the members of the Joint Plan Committee cannot agree upon a neutral within 30 days of the date this Implementing Document becomes effective, either side may request the National Mediation Board to provide a list of seven persons from which the neutral shall be selected by the procedure of alternate striking. Joint Plan Committee members and the neutral shall, to the extent required by ERISA, be bonded at the expense of the Plan. The Joint Plan Committee shall

have the power to create such subcommittees as it deems appropriate and to choose a neutral chairman for such subcommittees, if desired.

Section 4 - Managed Care

Managed care networks that meet standards developed by the Joint Plan Committee, or a subcommittee thereof, concerning quality of care, access to health care providers, and cost-effectiveness, shall be established wherever feasible as soon as practicable. Until a managed care network is established in a given geographical area, individuals in that area who are covered by the Plan will have the comprehensive health care benefit coverage described in Section 5 of this Part A. Each employee in a given geographical area who is a Plan participant at the time a managed care network is established in that area will be enrolled in the network (along with his or her covered dependents) unless the employee provides timely written notice to his or her employer of an election to have (along with his or her covered dependents) the comprehensive health care benefit coverage rather than to be enrolled in the network. Any such employee who provides such timely written notice shall have an annual opportunity to revoke his or her election by providing a written notice of revocation to his or her employer at least sixty days prior to January 1 of the calendar year for which such revocation shall first become effective. Similarly, each employee in a given geographical area who is a Plan participant at the time a managed care network is established in that area and is thereafter enrolled in the network (along with his or her covered dependents) shall have an annual opportunity to elect to have (along with his or her covered dependents) the comprehensive health care benefit coverage rather than continue to be enrolled in the network. This

election may be made by such an employee by providing written notice thereof to his or her employer at least sixty days prior to January 1 of the calendar year for which the election shall first become effective. Each employee hired after a managed care network is established in his or her geographic area (and his or her covered dependents) will be enrolled in the network and may not thereafter elect to be covered by the comprehensive benefits until the January 1 which falls on or after the first anniversary of his or her initial date of eligibility for Plan coverage. Employees who return to eligibility for Plan coverage within 24 months of loss of eligibility for Plan coverage and whose employment relationship has not terminated at any time prior to such return will be enrolled in the program of Plan benefits in which they were enrolled when their eligibility for Plan coverage was lost, and shall thereafter have the same rights of election as other employees whose eligibility for Plan coverage was not lost.

Covered individuals enrolled in a managed care network will have a point of service option allowing them to choose an out-of-network provider to perform any covered health care service that they need. The benefits provided by the Plan when a service is performed by an in-network provider and the benefits provided by the Plan when the service is performed by an out-of-network provider will be as described in the table below:

<u>PLAN FEATURE</u>	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK</u>
---------------------	-------------------	-----------------------

Primary Care Physician Required	yes	No
Annual Deductible		
Individual	None	\$100
Family	None	\$300
		Deductible applies to all covered expenses
Plan/Employee Coinsurance	100%/0%	75%/25%
Annual Out-of-Pocket Maximum (exclusive of deductible)		
Individual	None	\$1,500
Family	None	\$3,000
Maximum Lifetime Benefit	None	\$1,000,000
	restoration)	(\$5,000 annual
Special Maximum Lifetime Benefit for Mental Health	None	\$100,000
	restoration)	lifetime (\$500 annual
Hospital Charges (inpatient and outpatient)	100%	75%*
- 12 -		
Ambulatory Surgery	100%	75%*
Emergency Room	100% after \$15 employee co-payment	75%
Inpatient Mental Health & Substance Abuse		
Benefit		
Hospital	100%	75%#

Alternative Care - Residential Treatment Center Inpatient or Partial Hospitalization/ Day Treatment	100%	75%#
Outpatient Mental Health & Substance Abuse	100% after \$15 employee co-payment per visit	75%#
Physician Services		
Surgery/Anesthesia	100%	75%*
Hospital Visits	100%	75%*
Office Visits	100% after \$15 employee co-payment	75%**
Diagnostic Tests	100%	75%*
Routine Physical	100% after \$15 employee co-payment	Not Covered
Well Baby Care	100% after \$15 employee co-payment	Not Covered
Skilled Nursing Facility Care	100%	75%*
Hospices Care	100%	75%*
Home Health Care	100%	75%*
Temporomandibular Joint Syndrome	100%	75%*
Birth Center	100%	75%*
- 13 -		
Prescription Drugs (other than by mail order)	100% after \$5 employee co-payment for brand name (\$3 for generic)	75%**
Mail Order Prescription	100% after \$5	100% (not subject to

Drugs (60-90 day supply of maintenance drugs only)	employee co-payment	regular deductible) after \$5 employee co-payment (not counted toward regular deductible)**
Claim System	Paperless	Forms Required
Approved by Utilization Review/Large Case Management	Physician-initiated included in network management	Required. If approval not given, benefits reduced by 20% (except for mental health and substance abuse care where benefits reduced
by		50%) both before and after annual out-of-pocket maximum is reached, and amount of reduction is not counted toward that maximum.

t The medically necessary health care services for which out-of-network benefits will be paid are those listed in subparagraphs 1 through 7 of Part A, Section 5, of this Implementing Document.

* Benefits reduced by 20% if care is not approved by utilization review program.

Benefits reduced by 50% if care is not approved by utilization review program.

** Benefits not generally subject to utilization review program but may be reviewable in specific circumstances with advance notice to the employee; in such cases, benefits reduced by 20% if care not approved by utilization review program.

At any time after the expiration of two years from the effective date of implementation of the first managed care network, either the carriers or the organizations may bring before the Joint Plan Committee for consideration a proposal to change the Plan's in-network or out-of-network benefits for the purpose of promoting an increase in the use of in-network providers by Plan participants.

Section 5 - Comprehensive Health Care Benefits

The comprehensive health care benefits provided under the Plan in geographical areas where managed care networks are not available to Plan participants and their dependents, and in cases where a Plan participant has elected to be covered, along with his or her dependents, by such comprehensive benefits rather than to be enrolled in a managed care network, shall be as described below. Terms used in such description shall have the same meaning as they have in the Plan.

After satisfaction of an annual deductible of \$100 per covered individual or \$300 per family unit of three or more, the Plan will pay 85%, and the covered individual 15%, of certain health care expenses, up to an annual out-of-Pocket maximum which shall not include the deductible) of \$1,500 per covered individual or \$3,000 per family. The expenses counted toward the \$3,000 annual family out-of-pocket maximum will include those, which are otherwise eligible, incurred on behalf of a covered employee and each of his or her covered dependents regardless of whether the employee or dependent has reached the \$1,500 individual annual out-of-pocket maximum. Once the applicable annual out-of-pocket maximum has been reached, the Plan will pay 100% of such reasonable charges up to an overall lifetime maximum of \$1 million per covered individual, restorable at a rate of \$5,000 per year; provided, however, that there shall be a separate lifetime maximum of \$100,000 per covered individual, restorable at a rate of \$500 per year, for Plan benefits for the treatment of mental and/or nervous conditions and substances abuse. (Benefits counted for purposes of determining whether or not a lifetime maximum has been reached are all benefits paid under the Plan as amended by this Implementing Document and all Major Medical Expense Benefits paid under the Plan prior to such amendments.) The Plan will pay 85% of the reasonable charges for medically necessary health care services as follows:

1. All expenses that are "Covered Expenses" (as defined in the Plan) at any time under the current major medical expense benefits provisions of the Plan, and not within any exclusion from or limitation upon them, except that the exclusion for treatment of polio will be removed.
2. Expenses for mammograms described in American Cancer Society guidelines, childhood disease immunization, pap smears and colorectal cancer screening.
3. Donor expense benefits as now defined.
4. Jaw joint disorder benefits as now defined, and subject to the current exclusions from and limitation on them, except that the \$50 separate lifetime cash deductible will be removed.
5. Home health care expense benefits as now defined, subject to the current exclusions from and limitation on them, except that the exclusion that governs if polio benefits are payable will be removed.
6. Treatment center expense benefits, subject to the current exclusions from and limitation on them, except that
 - a. the separate \$100 cash deductible per confinement will be removed in connection with benefits for transportation to a treatment center, and
 - b. the separate \$100 cash deductible per benefit period and the \$40 maximum limitation on benefits per episode of treatment - all with regard to outpatient benefits - will be removed.
7. Expenses for the services of psychologists if benefits would be paid for such services had they been rendered by a physician.

The Plan will provide the same benefits to all employees eligible for Plan coverage, including those in their first year of such eligibility and those eligible for extended Plan coverage because of disability.

The Plan's comprehensive health care benefits will include, where permissible under applicable law, a mail order prescription drug benefit that will reimburse a covered individual, after he or she pays \$5.00 per prescription, 100% of the cost of prescriptions covering a 60-to-90 day supply of maintenance drugs for such individual. This benefit will not be subject to, and the covered individual's \$5.00 co-payment will not be counted against, the Plan's regular \$10~/\$300 deductible and will be included only upon execution of appropriate contracts with vendors.

Section 6 - Strengthened Utilization Review and Case Management

The Plan's current utilization review/case management contractor, and any successor, shall henceforth require that its prior approval be secured for the following services to the extent that benefits with respect to them are payable under the Plan: (a) all non-emergency confinements, and all lengths of stay, in any facility, (b) all health care, and (c) all in-patient and out-patient procedures and treatment, except for any care where, pursuant to standards developed by the Joint Plan Committee, prior approval is not feasible or would not be cost-efficient. Approval may be withheld if the utilization review/case management contractor determines that a less intensive or more appropriate diagnostic or treatment alternative could be used.

If an individual covered by the Plan incurs expenses without the requisite approval of the Plan's utilization review/case management contractor, such benefits as the Plan would otherwise pay will be reduced by one-fifth; provided, however, that if such unapproved expenses are incurred for the treatment of mental or nervous conditions or substance abuse, such benefits as the Plan would otherwise pay will be reduced by one-half. These reductions will continue to apply after the out-of-pocket maximum is reached, i.e., the 100% benefit will become 80 % (or 50%, as the case may be) if approval by the utilization review/case management contractor is not obtained.

When there is disagreement between an attending physician and the utilization review/case management contractor, the patient and/or attending physician, after all opportunities for appeal have been exhausted within the utilization review/case management contractor's organization, shall be afforded an opportunity to obtain a review (including if necessary, an examination) by an independent specialist physician. This independent physician, who shall be conveniently located and board certified in the appropriate specialty, shall be designated by a physician appointed for this purpose by the Joint Plan Committee. Neither physician may be an employee of or under contract to the utilization

review/case management contractor. In the event of an appeal to a specialist described above, the utilization review/case management contractor shall bear the burden of convincing the specialist that the utilization review/case management contractor's determination was correct.

Section 7 - Coordination of Benefits

The Plan's coordination of benefit rules shall be changed so that the Plan will pay no benefit to any covered individual that would cause the sum of the benefits paid by the Plan and by any other plan with which the Plan coordinates benefits to exceed (a) the maximum benefit available under the more generous of the Plan and such other plan, or (b) with respect only to spouses who are both covered as employees under the Plan (and the Dependents of such spouses), and to spouses one of whom is covered as an employee under the Plan and the other as a retired railroad employee under the Railroad Employees National Early Retirement Major Medical Benefit Plan (and the Dependents of such spouses), 100% of the reasonable charges for services the expense of which is covered by the Plan.

Section 8 - Medicare Part B Premiums

Active employees currently covered by Medicare Part B and those who elect to enroll in Medicare Part B when they become eligible shall not be reimbursed for premiums they pay for such Part B Medicare participation unless Medicare is their primary payor of medical benefits.

Section 9 - Solicitation of Bids

As promptly as practicable, the Joint Plan Committee will solicit bids from qualified entities for the performance of (a) all managed care functions under the Plan, including without limitation the establishing and/or arranging for the use by individuals covered by the Plan of managed networks of health care providers in those geographical areas where it is feasible to do so, and (b) all utilization review/case management functions under the Plan, including specialized utilization review/case management functions for mental health and substance abuse to assure expert determination of medical necessity and appropriateness of treatment and provider. The Committee will select one or more contractors, from among those that the Committee determines are likely to provide high-quality, cost-effective services, to perform such functions on behalf of the Plan. In the meantime, the Plan's current utilization review/case management contractor will continue to perform those functions. Hospital associations shall be incorporated into the managed care networks wherever appropriate.

Upon the expiration of three years from the effective date of this Implementing Document, the Joint Plan Committee will solicit bids for all of the services involved in the administration of the Plan, including the utilization review/case management and/or managed care functions, unless the Committee unanimously determines not to seek bids for any one or more of the services involved in the administration of the Plan.

Part B - Early Retirement Major Medical Benefit Plan

Section 1 - Continuation of Plan

The Railroad Employees Early Retirement Major Medical Benefit Plan ("ERMA"), modified as provided in this Part, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to ERMA will be offset by the expeditious use of such amounts as may at any time be in one or more special accounts or funds maintained by any insurer, third party administrator or other entity in connection with ERMA and by the use of funds held in trust that are not otherwise needed to pay claims, premiums, or administrative expenses that are payable from funds held in trust; provided, however, that such amounts as may at any time be in the special account maintained at The Travelers Insurance Company in connection with the obligations of ERMA to pay benefits incurred but not paid at the time of termination of ERMA, in the event such termination should occur, shall be used to pay or provide for Plan benefits as follows: one-third of the balance in such special account as of January 1, 1992, shall be used to pay or provide for benefits that become due and payable during 1992. One-half of the balance in such special account as of January 1, 1993, shall be used to pay or provide for benefits that become due and payable during 1993. All of the balance in such special account in excess of \$1 million as of January 1, 1994, shall be used to pay or provide for benefits that become due and payable during 1994. The \$1 million referred to in the preceding sentence shall be maintained by the Plan as a cash reserve to protect against adverse claims experience from year to year.

Section 2 - Change to Self-Insurance

ERMA will be wholly self-insured. It will be administered, under an administrative services only arrangement, by an insurance company or third party administrator.

Section 3 - Coordination of Benefits

ERMA's coordination of benefit rules shall be changed so that ERMA will pay no benefit to any covered individual that would cause the sum of the benefits paid by ERMA and by any other plan with which ERMA coordinates benefits to exceed (a) the maximum benefit available under the more generous of ERMA and such other plan, or (b) with respect only to spouses who are both covered as retired railroad employees under ERMA (and the Dependents of such spouses), and to spouses one of whom is covered as a retired railroad employee under ERMA and the other as an employee under the Railroad Employees National Health and Welfare Plan (and the Dependents of such spouses), 100% of the reasonable charges for services the expense of which is covered by ERMA.

Section 4 - Strengthened Utilization Review and Case Management

ERMA's current utilization review/case management contractor, and any successor, shall henceforth require that its prior approval be secured for the following services to the extent that benefits with respect to them are payable under ERMA: (a) all non-emergency confinements, and all lengths of stay, in any facility, (b) all home health care, and (c) all in-patient and out-patient

- 18 -

procedures and treatment, except for any care where prior approval is not feasible or would not be cost-efficient. Approval may be withheld if the utilization review/case management contractor determines that a less intensive or more appropriate diagnostic or treatment alternative could be used.

If an individual covered by ERMA incurs expenses without the requisite approval of ERMA's utilization review/case management contractor, such benefits as ERMA would otherwise pay will be reduced by one-fifth; provided, however, that if such unapproved expenses are incurred for the treatment of mental or nervous conditions or substance abuse, such benefits as ERMA would otherwise pay will be reduced by one-half.

When there is disagreement between an attending physician and the utilization review/case management contractor, the patient and/or attending physician, after all opportunities for appeal have been exhausted within the utilization review/case management contractor's organization, shall be afforded an opportunity to obtain a review (including if necessary, an examination) by an independent specialist physician. This independent physician, who shall be conveniently located and board certified in the appropriate specialty, shall be designated by a physician appointed for this purpose by mutual agreement between the Chairman of the Health and Welfare Committee, Cooperating Railway Labor Organization and of the National Carriers' Conference Committee. Neither physician may be an employee of or under contract to the utilization review/case management contractor. In the event of an appeal to a specialist described above, the utilization review/case management contractor shall bear the burden of convincing the specialist that the utilization review/case management contractor's determination was correct.

The standards developed by the Joint Plan Committee for determining whether or not prior approval is feasible and cost-efficient under the Health and Welfare Plan shall be applied by the National Carriers' Conference Committee under ERMA, and the utilization review/case management contractor(s) selected by the Joint Plan Committee under the Health and Welfare Plan shall be selected by the National Carriers' Conference Committee under ERMA.

Section 5 - Mail Order Prescription Drug Benefit

The Plan's benefits will include, where permissible under applicable law, a mail order prescription drug benefit that will reimburse a covered individual, after he or she pays \$5 per prescription, 100% of the cost of each prescription covering a 60-90 day supply of maintenance drugs for such individual. This benefit will not be subject to, and the covered individual's \$5.00

co payment will not be counted against, the Plan's regular \$100 deductible, and will be included only upon execution of appropriate contracts with vendors.

Section 6 - Solicitation of Bids

As promptly as practicable, the National Carriers' Conference Committee will solicit bids from qualified entities for the performance of all utilization review/case management functions under the Plan, including specialized utilization review/case management functions for mental health and substance abuse to assure expert determination of medical necessity and appropriateness of

treatment and provider. The Committee will select one or more contractors, from among those that the Committee determines are likely to provide high-quality, cost-effective services, to perform such functions on behalf of the Plan. In the meantime, the Plan's current utilization review/case management contractor will continue to perform those functions.

Upon the expiration of three years from the date of this Implementing Document, the National Carriers' Conference Committee will solicit bids for all of the services involved in the administration of the Plan, including the utilization review/case management function, unless the Committee determines not to seek bids for any one or more of the services involved in the administration of the Plan.

***Side Letter No. 5, 1996 Agreement, May 31, 1996
Union Official's HEW qualification***

This will confirm our understanding that eligibility criteria in effect on December 31, 1995 governing coverage by The Railroad Employees National Health and Welfare Plan shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen ("local officials"). In other words, the changes in eligibility as set forth in Article V, Section 1 are not intended to revise eligibility conditions for local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

***Side Letter No. 7, 1996 Agreement, May 31, 1996
Exception to 7-day Requirement***

During the negotiations which led to the Agreement of this date, the parties had numerous discussions about the relationship between time worked and benefits received. The carriers were concerned that certain employees were not making themselves sufficiently available for work, but due to the then current eligibility requirements such employees remained eligible for health and welfare benefits.

As a result of these discussions, the parties agreed to tighten one eligibility requirement from any compensated service in a month to seven calendar days compensated service in a month (the "seven-day rule"). However, it was not the intent of the parties to affect employees by this change where such employees have made themselves available for work and would have satisfied the seven-day rule but for an Act of God, an assignment of work which did not permit satisfaction of the seven-day rule, or because monthly mileage limitations, monthly earnings limitations and/or maximum monthly trip provisions prevented an employee from satisfying that rule.

Also, where employees return to work from furlough, suspension, dismissal, or disability (including pregnancy), or commence work as new hires, at a time during a month when there is not opportunity to render compensated service on at least seven calendar days during that month, such employees will be deemed to have satisfied the seven-day rule, provided that they are available or actually work every available work opportunity.

However, in no case will an employee be deemed eligible for benefits under the new eligibility requirement if such employee would not have been eligible under the old requirements.

Index

[Back to Table of Contents](#)

Topic	Page	Topic	Page
A		Entry Rate for New Hires	
Accumulation of Off Days – Yard	222	Extra Board Engineers	
Adept Agreement		GTE Agreement	
Advertising Assignments			
<i>Yard</i>			
<i>Road/Switching Positions</i>			
Age Discrimination		F	
Aggregating of Crews		Final Terminal Delay	
Allowance (see <i>Arbitraries and Allowances</i>)		Fireman	
Amtrak – Leave of Absence		<i>Without Fireman Payment</i>	
Application of Article 15(r)		Freight Service	
Attending Court (see <i>Court</i>)		<i>Basic Day</i>	
Arbitraries and Allowances		<i>Mileage Rate</i>	
(see <i>individual topic</i>)		<i>Overmiles</i>	
		<i>Prior/Subsequent Trip</i>	
		<i>Side Trips</i>	
		<i>Station Switching</i>	
		<i>Handling Light Engines</i>	
		<i>Multiple Class of Service</i>	
		<i>Weight on Drivers</i>	
B			
Beginning and Ending of Day			
Basic Day			
Bulletins			
C		G	
Calling		Guarantee Agreement	
Called and Released		Guaranteed Extra Board (see <i>Extra Board</i>)	
Circus Trains		H	
Continuous HAHT (see <i>Held-Away...</i>)		Handling Official Special	
Court		Handling Light Engines	
<i>Attending for Carrier</i>		Held-Away-From-Home Terminal	
<i>Giving Depositions</i>		Hostling	
<i>Jury Duty</i>			
D		I	
Depositions, Giving (see <i>Court</i>)		Initial Terminal Delay	
DFW Hub		Instructor Engineers	
<i>Runaround Rule</i>			
		J	
		Jury Duty	
E			
		K	

L

Laying Off/Marking Up

Vacations

Light Engines

Local Freight

*Local Rate**Rules for Conversion To...**Station Switching*

Lost Time Compensation

M

Mandatory Retirement

Making Whole (*see Lost Time...*)

Mileage Rate

Overtime Divisor

Military Service

Vacation

More Than One Class of Service

Multiple Unit Consist

N**O**

Overmiles

Overtime Divisor

P

Post-85 Engineers

*Duplicate Time Payments**Entry Rates New Hires*

Prior/Subsequent Trip

Q**R**

Rate

*Local**Through Freight**Mileage**Multiple Unit Consist**Overtime**Weight on Drivers**Work Train*

Rules for Conversion (Local Rate)

Runaround Rule

*T&P Penalty**DFW Hub Runaround**San Antonio Runaround***S**

San Antonio Hub

Runaround Rule

Seniority Termination

Short Crew Allowance

Side Trips

Single-Day Vacation

Scheduling Vacations

Station Switching

Starting Time (Road)

Reporting for Duty (Fixed Time)

Switching

*Terminal***T**

Terminal Switching

Through Freight (*see Freight Service*)

Tied Up On-Line-Of-Road

Training

*(see Instructor Engineers)***U****V**

Vacation,

Agreement*Anniversary Year**Qualifications**Rules for Taking**Scheduling**Single-Day**Yard**Combination Road/Yard**Military Service**Not a Vacancy**Pay Conditions**Laying Off/Marking Up**Once Earned...**Injured Employees**Returned From Discipline***W**

Weight on Drivers

Without Fireman Payment
Work Trains
Rate

X

Y
Yard
Advertising Assignments
Vacation

Z

(Extra Engineer Holding His Turn on the Board)

MEMORANDUM OF AGREEMENT

August 4, 1945

Extra board engineers, will be marked up and take their turn according to their arrival, if they lay off and report back for duty before calling time, they will hold their turn on extra board, otherwise an extra board engineer who lays off, misses call or otherwise does not protect his turn from extra board will not be considered available for service, except in emergency, or be marked up on extra board until such time as the engineer who was used on his turn, returns to terminal at which time, if he has reported ready for service, he will be marked up next ahead of the engineer who represents his turn into terminal.

Except, in event the turn of the extra engineer who has laid off or missed call catches a yard engine assignment away from home terminal he may go to such point and relieve the extra engineer representing his turn, but will not be paid for such deadheading either going or returning.

The combined service of the two engineers mentioned in preceding paragraph to be counted in computing six day period as mentioned in Article 25 (b) of Engineers' Agreement.

Further agreed there will be no expense, including deadheading imposed on the Company in complying with this agreement and it will not be used in any way in handling of discipline matters.

This Agreement is subject to cancellation on fifteen days written notice by either party. [*CBA Addendums, Memorandum of Agreement, G-2, Page 42*]

(Celanese Plant Work Rights MP - ATSF)

MEMORANDUM OF AGREEMENT

between the

MISSOURI PACIFIC RAILROAD COMPANY

GULF, COLORADO AND SANTA FE RAILWAY COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS

ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN

BROTHERHOOD OF RAILROAD TRAINMEN

COLORED TRAINMEN OF AMERICA

Relating to the division of work between employees of the Missouri Pacific Railroad Company and the Gulf, Colorado and Santa Fe Railway Company and use of tracks jointly owned by the Missouri Pacific Railroad Company and the Gulf, Colorado and Santa Fe Railway Company, which tracks are to be constructed for the purpose of serving the Celanese

Corporation, a new industry to be located near Bay City, Texas. The map attached as Attachment "A" shows the joint tracks (including yard and lead track to Celanese corporation plant) to be constructed together with the tracks of the Missouri Pacific and the Gulf, Colorado and Santa Fe connecting with the joint tracks.

IT IS AGREED THAT:

1. During the period of construction of the new Celanese plant, each road will deliver and spot its own cars in the plant. However, it is understood that in switching it may be necessary that Missouri Pacific engines handle cars that are in the account of the calf, Colorado and Santa Fe, and it may be necessary that the Gulf, Colorado and Santa Fe handle cars that are in the account of the Missouri Pacific.

2. When the plant is placed in operation, the same will be switched on an alternating basis, one year by the Missouri Pacific and one year by the Gulf, Colorado and Santa Fe.

3. During each alternate period the crews of road not then performing the switching will deliver cars for the industry in the jointly-owned yard and such cars will thereafter be handled on such trackage by the crews of the road then performing the switching service.

The crews of the road performing the switching service shall Leave outbound cars for the road not performing the switching service first out for movement from the jointly-owned yard.

4. When notice is received of the date that the Celanese corporation will put their plant in operation, the Carriers will determine which line will perform the first one-year period of switching, and advance notice will be given to the representatives of the Organizations, party hereto.

Signed this 31 day of January 1952.

FOR THE EMPLOYES:

FOR THE CARRIERS:

/s/ L. D. Johnson

/s/ B. W. Smith

General Chairman - BLE - MP

Chief Personnel Off bet

GULF, COLORADO AND SANTA FE

/s/ E. A. Thompson, Jr.

RAILWAY COMPANY

General Chairman - BLF&E - MP

/s/ V. O. Niles

/s/ O. H. Osborn

General Chairman - ORC&B - MP

Vice President & General Mgr.

/s/ H. C. Caraway

General Chairman - CtoFA - MP

/s/ E. G. Manning

General Chairman - BLE - GC&SF

/s/ N. W. Landers

General Chairman - BLF&E - GC&SF

/s/ C. A. Swindle

General Chairman - ORC&B - GC&SF

/s/ J. H. Phillips
General Chairman - BRT- GC&SF

MP 505-4443-LF
GC&SF 10-C-262

(Forced Assignments – Filling NoBid Jobs)

MEMORANDUM OF AGREEMENT

December 23, 1949

The practice of bulletining vacancies on the Engineers' extra board and forced assignments will be discontinued.

In case of vacancy on engineers' extra board, the senior engineer, having given previous written notice to the local Chairman, of his desire to be placed on the extra board, will be given service thereon.

Senior engineers on forced assignments will be given preference according to their seniority on other forced assignments as they become vacant.

Engineers not on forced assignments, having given written notice to the local chairman, of their desire for a forced assignment, will be permitted to fill such forced assignment, at first vacancy, according to their seniority. Forced assignment, meaning vacancy on which no bids are received, or forced into yard service, account seniority not entitling them to road service.

In case there is a forced assignment vacant and no engineer to be assigned to same, the senior demoted or furloughed engineer will be assigned. Assignments will be made immediately after a vacancy occurs.

Deadheading in connection with this handling will be considered as in the exercise of seniority and will not be paid for.

This Memorandum of Agreement supersedes the applicable provisions of Article 25 (b) Engineers' Agreement, and is subject to cancellation by either party, on fifteen (15) days notice and in event of cancellation, schedule rules will apply. [*CBA Addendums, Memorandum of Agreement, G-1, Page 194*]