



## **AGREEMENT**

**Between**

**NORFOLK SOUTHERN RAILWAY COMPANY**

**and its**

**LOCOMOTIVE ENGINEERS**

**Represented by the**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN**

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This Agreement is effective January 1, 2007. It is and has been the policy of the parties signatory hereto that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, creed, color, age, sex or national origin.

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## ARTICLE 1

### FREIGHT AND YARD SERVICE

Established rates of pay will apply in the following classes of service with rate sheets furnished the General Chairman by the Carrier as new rates become applicable. Rates to include cost of living adjustment in accordance with applicable agreements.

#### A. RATES OF PAY – FREIGHT SERVICE

1. Through freight, mixed, or helper service – operating with a fireman-helper. (Rate sheet not reproduced herein)
2. Through freight, mixed or helper service – operating without a fireman helper.
3. Local freight, mine run, work, construction, wrecking or helper-switcher service – operating with a fireman-helper. (Rate sheet not reproduced herein)
4. Local freight, mine run, work, construction, wrecking or helper-switcher service – operating without a fireman-helper.
5. Road Switcher – operating with a fireman-helper. (Rate sheet not reproduced herein)
6. Road Switcher – operating without a fireman-helper.

NOTE: MINIMUM BASIC DAILY RATES IN FREIGHT SERVICE  
The minimum rates for engineers used in all classes of service paying freight rates shall be the rates presently applicable to locomotives weighing less than 200,000 – 250,000 pounds on drivers.

#### B. RATES OF PAY – YARD SERVICE

1. Six or seven day work week – operating with a fireman – helper.
2. Six or seven day work week – operating without a fireman – helper.
3. Five day work week and/or five day assignment – operating with a fireman-helper.
4. Five day work week and/or five day assignment – operating without a fireman-helper.

NOTE: Minimum Basic Daily Rates in Yard Service – The minimum rates for engineers used in all classes of service paying yard rates shall be the rates presently applicable to the weight-on-drivers bracket 450,000 and less than 500,000 pounds.

**RATES: EFFECTIVE 01/01/05****THRU FREIGHT RATES OF PAY WITHOUT FIREMAN**

<b>BASIC DAY</b>	<b>WEIGHT</b>	<b>OVERMILE</b>	<b>ID O/M</b>
181.83	200-250	1.3806	1.4810

**LOCAL RATES OF PAY**

<b>BASIC DAY</b>	<b>WEIGHT</b>	<b>OVERMILE</b>	<b>ID O/M</b>
182.39	200-250	1.3862	

**5-DAY YARD ENGINEER RATES OF PAY**

<b>BASIC DAY</b>	<b>WEIGHT</b>	<b>OVERMILE</b>	<b>ID O/M</b>
191.56	450-500	*1.4756	

**6 – 7 DAY YARD ENGINEER RATES OF PAY**

<b>BASIC DAY</b>	<b>WEIGHT</b>	<b>OVERMILE</b>	<b>ID O/M</b>
180.00	450-500	1.3812	

**6 DAY ROAD SWITCHER RATES OF PAY**

<b>BASIC DAY</b>	<b>WEIGHT</b>	<b>OVERMILE</b>	<b>ID O/M</b>
189.36	200-250	1.4474	

  

<b>ENGINEER GUARANTEES</b>	<b>MONTHLY</b>	<b>BI-WEEKLY PAY PERIOD</b>	<b>DAILY</b>
CGA – ROAD	5,537.70	2,584.26	184.59
NSR – ROAD	5,436.90	2,537.22	181.23
YARD	4,214.32	1,966.72	140.48



**BLET****(Effective January 1, 2005)****(Rate increase .48 COLA + 4% GWD)****ENGINEER WITHOUT FIREMAN – THRU FREIGHT SERVICE**

<b>BASIC DAY</b>	<b>CURRENT PRO RATA</b>	<b>OVERTIME</b>	<b>O/M RATE</b>	<b>RATE CODE</b>	<b>TOTAL</b>	<b>W/D</b>	<b>CLASS CODE</b>	<b>FROZEN PRO RATA</b>	<b>ID O/M RATE</b>
181.83	22.7300	34.0950	1.3806	1	200	-250	25	13.9300	1.4810
181.98	22.7475	34.1225	1.3821	2	250	-300	30	13.9475	1.4825
182.13	22.7675	34.1525	1.3836	3	300	-350	16	13.9675	1.4840
182.34	22.7925	34.1900	1.3857	4	350	-400	35 - nw / nk	13.9925	1.4861
182.55	22.8200	34.2300	1.3878	5	400	-450		14.0200	1.4882
182.76	22.8450	34.2700	1.3899	6	450	-500		14.0450	1.4903
182.97	22.8725	34.3100	1.3920	7	500	-550		14.0725	1.4924
183.15	22.8950	34.3425	1.3938	8	550	-600		14.0950	1.4942
183.33	22.9175	34.3775	1.3956	9	600	-650		14.1175	1.4960
183.51	22.9400	34.4100	1.3974	10	650	-700		14.1400	1.4978
183.69	22.9625	34.4450	1.3992	11	700	-750		14.1625	1.4996
183.87	22.9850	34.4775	1.4010	12	750	-800		14.1850	1.5014
184.05	23.0075	34.5125	1.4028	13	800	-850		14.2075	1.5032
184.23	23.0300	34.5450	1.4046	14	850	-900		14.2300	1.5050
184.41	23.0525	34.5800	1.4064	15	900	-950		14.2525	1.5068
184.59	23.0750	34.6125	1.4082	16	950-	1000		14.2750	1.5086
184.77	23.0975	34.6475	1.4100	17	1000-	1050		14.2950	1.5104
184.95	23.1200	34.6800	1.4118	18	1050-	1100		14.3200	1.5122
185.13	23.1425	34.7150	1.4136	19	1100-	1150		14.3425	1.5140
185.31	23.1650	34.7475	1.4154	20	1150-	1200		14.3650	1.5158
185.49	23.1875	34.7825	1.4172	21	1200-	1250		14.3875	1.5176
185.67	23.2100	34.8150	1.4190	22	1250-	1300		14.4100	1.5194
185.85	23.2325	34.8500	1.4208	23	1300-	1350		14.4325	1.5212
186.03	23.2550	34.8825	1.4226	24	1350-	1400		14.4550	1.5230
186.21	23.2775	34.9175	1.4244	25	1400-	1450		14.4775	1.5248
186.39	23.3000	34.9500	1.4262	26	1450-	1500		14.5000	1.5266
186.57	23.3225	34.9850	1.4280	27	1500-	1550		14.5225	1.5284
186.75	23.3450	35.0175	1.4298	28	1550-	1600		14.5450	1.5302
186.93	23.3675	35.0525	1.4316	29	1600-	1650		14.5675	1.5320
187.11	23.3900	35.0850	1.4334	30	1650-	1700		14.5900	1.5338
187.29	23.4125	35.1200	1.4352	31	1700-	1750		14.6125	1.5356
187.47	23.4350	35.1525	1.4370	32	1750-	1800		14.6350	1.5374
187.65	23.4575	35.1875	1.4388	33	1800-	1850		14.6575	1.5392
187.83	23.4800	35.2200	1.4406	34	1850-	1900		14.6800	1.5410
188.01	23.5025	35.2550	1.4424	35	1900-	1950		14.7025	1.5428

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BASIC DAY	CURRENT PRO RATA	OVERTIME	O/M RATE	RATE CODE	TOTAL	W/D	CLASS CODE	FROZEN PRO RATA	ID O/M RATE
188.19	23.5250	35.2875	1.4442	36	1950-	2000		14.7250	1.5446
188.37	23.5475	35.3225	1.4460	37	2000-	2050		14.7475	1.5464
188.55	23.5700	35.3550	1.4478	38	2050-	2100		14.7700	1.5482
188.73	23.5925	35.3900	1.4496	39	2100-	2150		14.7925	1.5500
188.91	23.6150	35.4225	1.4514	40	2150-	2200		14.8150	1.5518
189.09	23.6375	35.4575	1.4532	41	2200-	2250		14.8375	1.5536
189.27	23.6600	35.4900	1.4550	42	2250-	2300		14.8600	1.5554
189.45	23.6825	35.5250	1.4568	43	2300-	2350		14.8825	1.5572
189.63	23.7050	35.5575	1.4586	44	2350-	2400		14.9050	1.5590
189.81	23.7275	35.5925	1.4604	45	2400-	2450		14.9275	1.5608
189.99	23.7500	35.6250	1.4622	46	2450-	2500		14.9500	1.5626
190.17	23.7725	35.6600	1.4640	47	2500-	2550		14.9725	1.5644
190.35	23.7950	35.6925	1.4658	48	2550-	2600		14.9950	1.5662
190.53	23.8175	35.7275	1.4676	49	2600-	2650		15.0175	1.5680

**BLET****(Effective January 1, 2005)****(Rate increase .48 COLA + 4% GWI)****ENGINEER WITHOUT FIREMAN – LOCAL FREIGHT SERVICE**

<b>BASIC DAY</b>	<b>CURRENT PRO RATA</b>	<b>OVERTIME</b>	<b>O/M RATE</b>	<b>RATE CODE</b>	<b>TOTAL</b>	<b>W/D</b>	<b>CLASS CODE</b>	<b>FROZEN PRO RATA</b>	<b>CLASS 21 ID O/M RATE</b>
182.39	22.8000	34.2000	1.3862	1	200	-250	10	14.0000	1.4866
182.54	22.8175	34.2275	1.3877	2	250	-300	15	14.0175	1.4881
182.69	22.8375	34.2575	1.3892	3	300	-350	18	14.0375	1.4896
182.90	22.8625	34.2950	1.3913	4	350	-400	19	14.0625	1.4917
183.11	22.8900	34.3350	1.3934	5	400	-450	20	14.0900	1.4938
183.32	22.9150	34.3750	1.3955	6	450	-500	35 - so	14.1150	1.4959
183.53	22.9425	34.4150	1.3976	7	500	-550	37 - so	14.1425	1.4980
183.71	22.9650	34.4475	1.3994	8	550	-600	40 - nw	14.1650	1.4998
183.89	22.9875	34.4825	1.4012	9	600	-650	41 - nw	14.1875	1.5016
184.07	23.0100	34.5150	1.4030	10	650	-700		14.2100	1.5034
184.25	23.0325	34.5500	1.4048	11	700	-750		14.2325	1.5052
184.43	23.0550	34.5825	1.4066	12	750	-800		14.2550	1.5070
184.61	23.0775	34.6175	1.4084	13	800	-850		14.2775	1.5088
184.79	23.1000	34.6500	1.4102	14	850	-900		14.3000	1.5106
184.97	23.1225	34.6850	1.4120	15	900	-950		14.3225	1.5124
185.15	23.1450	34.7175	1.4138	16	950-	1000		14.3450	1.5142
185.33	23.1675	34.7525	1.4156	17	1000-	1050		14.3675	1.5160
185.51	23.1900	34.7850	1.4174	18	1050-	1100		14.3900	1.5178
185.69	23.2125	34.8200	1.4192	19	1100-	1150		14.4125	1.5196
185.87	23.2350	34.8525	1.4210	20	1150-	1200		14.4350	1.5214
186.05	23.2575	34.8875	1.4228	21	1200-	1250		14.4575	1.5232
186.23	23.2800	34.9200	1.4246	22	1250-	1300		14.4800	1.5250
186.41	23.3025	34.9550	1.4264	23	1300-	1350		14.5025	1.5268
186.59	23.3250	34.9875	1.4282	24	1350-	1400		14.5250	1.5286
186.77	23.3475	35.0225	1.4300	25	1400-	1450		14.5475	1.5304
186.95	23.3700	35.0550	1.4318	26	1450-	1500		14.5700	1.5322
187.13	23.3925	35.0900	1.4336	27	1500-	1550		14.5925	1.5340
187.31	23.4150	35.1225	1.4354	28	1550-	1600		14.6150	1.5358
187.49	23.4375	35.1575	1.4372	29	1600-	1650		14.6375	1.5376
187.67	23.4600	35.1900	1.4390	30	1650-	1700		14.6600	1.5394
187.85	23.4825	35.2250	1.4408	31	1700-	1750		14.6825	1.5412
188.03	23.5050	35.2575	1.4426	32	1750-	1800		14.7050	1.5430
188.21	23.5275	35.2925	1.4444	33	1800-	1850		14.7275	1.5448
188.39	23.5500	35.3250	1.4462	34	1850-	1900		14.7500	1.5466

Article 1

BASIC DAY	CURRENT PRO RATA	OVERTIME	O/M RATE	RATE CODE	TOTAL	W/D	CLASS CODE	FROZEN PRO RATA	ID O/M RATE
188.57	23.5725	35.3600	1.4480	35	1900-	1950		14.7725	1.5484
188.75	23.5950	35.3925	1.4498	36	1950-	2000		14.7950	1.5502
188.93	23.6175	35.4275	1.4516	37	2000-	2050		14.8175	1.5520
189.11	23.6400	35.4600	1.4534	38	2050-	2100		14.8400	1.5538
189.29	23.6625	35.4950	1.4552	39	2100-	2150		14.8625	1.5556
189.47	23.6850	35.5275	1.4570	40	2150-	2200		14.8850	1.5574
189.65	23.7075	35.5625	1.4588	41	2200-	2250		14.9075	1.5592
189.83	23.7300	35.5950	1.4606	42	2250-	2300		14.9300	1.5610
190.01	23.7525	35.6300	1.4624	43	2300-	2350		14.9525	1.5628
190.19	23.7750	35.6625	1.4642	44	2350-	2400		14.9750	1.5646
190.37	23.7975	35.6975	1.4660	45	2400-	2450		14.9975	1.5664
190.55	23.8200	35.7300	1.4678	46	2450-	2500		15.0200	1.5682
190.73	23.8425	35.7650	1.4696	47	2500-	2550		15.0425	1.5700
190.91	23.8650	35.7975	1.4714	48	2550-	2600		15.0650	1.5718
191.09	23.8875	35.8325	1.4732	49	2600-	2650		15.0875	1.5736

**BLET****(Effective January 1, 2005)****(Rate increase .48 COLA + 4% GWI)****ENGINEER WITHOUT FIREMAN – FIVE DAY YARD SERVICE**

<b>BASIC DAY</b>	<b>CURRENT PRO RATA</b>	<b>OVERTIME</b>	<b>RATE CODE</b>	<b>TOTAL</b>	<b>W/D</b>	<b>CLASS CODE</b>	<b>FROZEN PRO RATA</b>	<b>*O/M RATE</b>
191.56	23.9450	35.9175	1	200	-250	5	14.6400	1.4756
191.56	23.9450	35.9175	2	250	-300	43	14.6400	1.4756
191.56	23.9450	35.9175	3	300	-350	44	14.6400	1.4756
191.56	23.9450	35.9175	4	350	-400	36	14.6400	1.4756
191.56	23.9450	35.9175	5	400	-450	42 - so	14.6400	1.4756
191.56	23.9450	35.9175	6	450	-500		14.6400	1.4756
191.81	23.9750	35.9625	7	500	-550		14.6725	1.4781
192.03	24.0025	36.0050	8	550	-600		14.7000	1.4803
192.24	24.0300	36.0450	9	600	-650		14.7250	1.4824
192.46	24.0575	36.0850	10	650	-700		14.7525	1.4846
192.68	24.0850	36.1275	11	700	-750		14.7800	1.4868
192.89	24.1100	36.1650	12	750	-800		14.8075	1.4889
193.11	24.1375	36.2075	13	800	-850		14.8350	1.4911
193.32	24.1650	36.2475	14	850	-900		14.8600	1.4932
193.54	24.1925	36.2875	15	900	-950		14.8875	1.4954
193.76	24.2200	36.3300	16	950-	1000		14.9150	1.4976
193.98	24.2475	36.3700	17	1000-	1050		14.9425	1.4998
194.19	24.2725	36.4100	18	1050-	1100		14.9700	1.5019
194.41	24.3000	36.4500	19	1100-	1150		14.9975	1.5041
194.62	24.3275	36.4900	20	1150-	1200		15.0225	1.5062
194.84	24.3550	36.5325	21	1200-	1250		15.0500	1.5084
195.05	24.3800	36.5700	22	1250-	1300		15.0775	1.5105
195.27	24.4075	36.6125	23	1300-	1350		15.1050	1.5127
195.48	24.4350	36.6525	24	1350-	1400		15.1300	1.5148
195.70	24.4625	36.6925	25	1400-	1450		15.1575	1.5170
195.91	24.4875	36.7325	26	1450-	1500		15.1850	1.5191
196.13	24.5150	36.7725	27	1500-	1550		15.2125	1.5213
196.34	24.5425	36.8125	28	1550-	1600		15.2375	1.5234
196.56	24.5700	36.8550	29	1600-	1650		15.2650	1.5256
196.77	24.5950	36.8925	30	1650-	1700		15.2925	1.5277
196.99	24.6225	36.9350	31	1700-	1750		15.3200	1.5299
197.20	24.6500	36.9750	32	1750-	1800		15.3450	1.5320
197.42	24.6775	37.0150	33	1800-	1850		15.3725	1.5342
197.63	24.7025	37.0550	34	1850-	1900		15.4000	1.5363
197.85	24.7300	37.0950	35	1900-	1950		15.4275	1.5385

<b>BASIC DAY</b>	<b>CURRENT PRO RATA</b>	<b>OVERTIME</b>	<b>O/M RATE</b>	<b>RATE CODE</b>	<b>TOTAL</b>	<b>W/D</b>	<b>CLASS CODE</b>	<b>FROZEN PRO RATA</b>
198.06	24.7575	37.1350	36	1950-	2000		15.4525	1.5406
198.28	24.7850	37.1775	37	2000-	2050		15.4800	1.5428
198.49	24.8100	37.2150	38	2050-	2100		15.5075	1.5449
198.71	24.8375	37.2575	39	2100-	2150		15.5350	1.5471
198.92	24.8650	37.2975	40	2150-	2200		15.5600	1.5492
199.14	24.8925	37.3375	41	2200-	2250		15.5875	1.5514
199.35	24.9175	37.3775	42	2250-	2300		15.6150	1.5535
199.57	24.9450	37.4175	43	2300-	2350		15.6425	1.5557
199.78	24.9725	37.4575	44	2350-	2400		15.6675	1.5578
200.00	25.0000	37.5000	45	2400-	2450		15.6950	1.5600
200.21	25.0250	37.5375	46	2450-	2500		15.7225	1.5621
200.43	25.0525	37.5800	47	2500-	2550		15.7500	1.5643
200.64	25.0800	37.6200	48	2550-	2600		15.7750	1.5664

\*OVERMILE RATES – ONLY APPLIES TO ROAD SWITCHER SERVICE

**BLET****(Effective January 1, 2005)****(Rate increase .48 COLA + 4% GWI)****ENGINEER WITHOUT FIREMAN – SIX AND SEVEN DAY YARD SERVICE**

<b>BASIC DAY</b>	<b>CURRENT PRO RATA</b>	<b>OVERTIME</b>	<b>RATE CODE</b>	<b>TOTAL</b>	<b>W/D</b>	<b>CLASS CODE</b>	<b>FROZEN PRO RATA</b>	<b>O/M RATE</b>
180.00	22.5000	33.7500	6	450	-500	7	13.6175	1.3812
180.21	22.5275	33.7900	7	500	-550	7	13.6450	1.3833
180.39	22.5500	33.8250	8	550	-600	7	13.6675	1.3851
180.57	22.5725	33.8575	9	600	-650	7	13.6900	1.3869
180.75	22.5950	33.8925	10	650	-700	7	13.7125	1.3887
180.93	22.6175	33.9250	11	700	-750	7	13.7350	1.3905
181.11	22.6400	33.9600	12	750	-800	7	13.7575	1.3923
181.29	22.6625	33.9925	13	800	-850	7	13.7800	1.3941
181.47	22.6850	34.0275	14	850	-900	7	13.8025	1.3959
181.65	22.7075	34.0600	15	900	-950	7	13.8250	1.3977
181.83	22.7300	34.0950	16	950-	1000	7	13.8475	1.3995
182.01	22.7525	34.1275	17	1000-	1050	7	13.8700	1.4013
182.19	22.7750	34.1625	18	1050-	1100	7	13.8925	1.4031
182.37	22.7975	34.1950	19	1100-	1150	7	13.9150	1.4049
182.55	22.8200	34.2300	20	1150-	1200	7	13.9375	1.4067
182.73	22.8425	34.2625	21	1200-	1250	7	13.9600	1.4085
182.91	22.8650	34.2975	22	1250-	1300	7	13.9825	1.4103
183.09	22.8875	34.3300	23	1300-	1350	7	14.0050	1.4121
183.27	22.9100	34.3650	24	1350-	1400	7	14.0275	1.4139
183.45	22.9325	34.3975	25	1400-	1450	7	14.0500	1.4157
183.63	22.9550	34.4325	26	1450-	1500	7	14.0725	1.4175
183.81	22.9775	34.4650	27	1500-	1550	7	14.0950	1.4193
183.99	23.0000	34.5000	28	1550-	1600	7	14.1175	1.4211
184.17	23.0225	34.5325	29	1600-	1650	7	14.1400	1.4229
184.35	23.0450	34.5675	30	1650-	1700	7	14.1625	1.4247
184.53	23.0675	34.6000	31	1700-	1750	7	14.1850	1.4265
184.71	23.0900	34.6350	32	1750-	1800	7	14.2075	1.4283
184.89	23.1125	34.6675	33	1800-	1850	7	14.2300	1.4301
185.07	23.1350	34.7025	34	1850-	1900	7	14.2525	1.4319
185.25	23.1575	34.7350	35	1900-	1950	7	14.2750	1.4337
185.43	23.1800	34.7700	36	1950-	2000	7	14.2975	1.4355
185.61	23.2025	34.8025	37	2000-	2050	7	14.3200	1.4373
185.79	23.2250	34.8375	38	2050-	2100	7	14.3425	1.4391
185.97	23.2475	34.8700	39	2100-	2150	7	14.3650	1.4409
186.15	23.2700	34.9050	40	2150-	2200	7	14.3875	1.4427

BASIC DAY	CURRENT PRO RATA	OVERTIME	O/M RATE	RATE CODE	TOTAL	W/D	CLASS CODE	FROZEN PRO RATA
186.33	23.2925	34.9375	41	2200-	2250	7	14.4100	1.4445
186.51	23.3150	34.9725	42	2250-	2300	7	14.4325	1.4463
186.69	23.3375	35.0050	43	2300-	2350	7	14.4550	1.4481
186.87	23.3600	35.0400	44	2350-	2400	7	14.4775	1.4499
187.05	23.3825	35.0725	45	2400-	2450	7	14.5000	1.4517
187.23	23.4050	35.1075	46	2450-	2500	7	14.5225	1.4535
187.41	23.4275	35.1400	47	2500-	2550	7	14.5450	1.4553
187.59	23.4500	35.1750	48	2550-	2600	7	14.5675	1.4571
187.77	23.4725	35.2075	49	2600-	2650	7	14.5900	1.4589
187.95	23.4950	35.2425	50	2650-	2700	7	14.6125	1.4607
188.13	23.5175	35.2750	51	2700-	2750	7	14.6350	1.4625



**BLET****(Effective January 1, 2005)****(Rate increase .48 COLA + 4% GWI)****ENGINEER WITHOUT FIREMAN – 6/7 DAY ROAD SWITCHER SERVICE  
NSR only**

<b>BASIC DAY</b>	<b>CURRENT PRO RATA</b>	<b>OVERTIME</b>	<b>O/M RATE</b>	<b>RATE CODE</b>	<b>TOTAL</b>	<b>W/D</b>	<b>CLASS CODE</b>	<b>FROZEN PRO RATA</b>
189.36	23.6700	35.5050	1.4474	1	200	-250	40	14.5950
189.51	23.6875	35.5325	1.4489	2	250	-300	41	14.6150
189.66	23.7075	35.5625	1.4504	3	300	-350		14.6325
189.87	23.7325	35.6000	1.4525	4	350	-400		14.6700
190.08	23.7600	35.6400	1.4546	5	400	-450		14.6850
190.29	23.7850	35.6800	1.4567	6	450	-500		14.7125
190.50	23.8125	35.7200	1.4588	7	500	-550		14.7375
190.68	23.8350	35.7525	1.4606	8	550	-600		14.7600
190.86	23.8575	35.7875	1.4624	9	600	-650		14.7725
191.04	23.8800	35.8200	1.4642	10	650	-700		14.8050
191.22	23.9025	35.8550	1.4660	11	700	-750		14.8275
191.40	23.9250	35.8875	1.4678	12	750	-800		14.8500
191.58	23.9475	35.9225	1.4696	13	800	-850		14.8725
191.76	23.9700	35.9550	1.4714	14	850	-900		14.8950
191.94	23.9925	35.9900	1.4732	15	900	-950		14.9175
192.12	24.0150	36.0225	1.4750	16	950-	1000		14.9400
192.30	24.0375	36.0575	1.4768	17	1000-	1050		14.9625
192.48	24.0600	36.0900	1.4786	18	1050-	1100		14.9850
192.66	24.0825	36.1250	1.4804	19	1100-	1150		15.0075
192.84	24.1050	36.1575	1.4822	20	1150-	1200		15.0300
193.02	24.1275	36.1925	1.4840	21	1200-	1250		15.0525
193.20	24.1500	36.2250	1.4858	22	1250-	1300		15.0750
193.38	24.1725	36.2600	1.4876	23	1300-	1350		15.0975
193.56	24.1950	36.2925	1.4894	24	1350-	1400		15.1200
193.74	24.2175	36.3275	1.4912	25	1400-	1450		15.1425
193.92	24.2400	36.3600	1.4930	26	1450-	1500		15.1650
194.10	24.2625	36.3950	1.4948	27	1500-	1550		15.1875
194.28	24.2850	36.4275	1.4966	28	1550-	1600		15.2100
194.46	24.3075	36.4625	1.4984	29	1600-	1650		15.2325
194.64	24.3300	36.4950	1.5002	30	1650-	1700		15.2550
194.82	24.3525	36.5300	1.5020	31	1700-	1750		15.2775
195.00	24.3750	36.5625	1.5038	32	1750-	1800		15.3000
195.18	24.3975	36.5975	1.5056	33	1800-	1850		15.3225
195.36	24.4200	36.6300	1.5074	34	1850-	1900		15.3450
195.54	24.4425	36.6650	1.5092	35	1900-	1950		15.3675

<b>BASIC DAY</b>	<b>CURRENT PRO RATA</b>	<b>OVERTIME</b>	<b>O/M RATE</b>	<b>RATE CODE</b>	<b>TOTAL</b>	<b>W/D</b>	<b>CLASS CODE</b>	<b>FROZEN PRO RATA</b>
195.72	24.4650	36.6975	1.5110	36	1950-	2000		15.3900
195.90	24.4875	36.7325	1.5128	37	2000-	2050		15.4125
196.08	24.5100	36.7650	1.5146	38	2050-	2100		15.4350
196.26	24.5325	36.8000	1.5164	39	2100-	2150		15.4575
196.44	24.5550	36.8325	1.5182	40	2150-	2200		15.4800
196.62	24.5775	36.8675	1.5200	41	2200-	2250		15.5025
196.80	24.6000	36.9000	1.5218	42	2250-	2300		15.5250
196.98	24.6225	36.9350	1.5236	43	2300-	2350		15.5475
197.16	24.6450	36.9675	1.5254	44	2350-	2400		15.5700
197.34	24.6675	37.0025	1.5272	45	2400-	2450		15.5925
197.52	24.6900	37.0350	1.5290	46	2450-	2500		15.6150
197.70	24.7125	37.0700	1.5308	47	2500-	2550		15.6375
197.88	24.7350	37.1025	1.5326	48	2550-	2600		15.6600
198.06	24.7575	37.1375	1.5344	49	2600-	2650		15.6825

(The rates of pay in this Article I containing the \$15/.15 special pay differential rolled into the daily/overmile rates are subject to the opt-out provisions of Article I, Section 5 and Side Letter No. 1 of the Agreement dated November 1, 2003.)

C. DUPLICATE TIME PAYMENTS

1. 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.
2. Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not eliminated by this Agreement shall not be subject to general, cost-of-living or other forms of wage increases. (Article IV, Section 5 of May 19, 1986 BLET National Agreement)

D. RATE PROGRESSION

Article IV, Section 5 of the 1991 National Document is amended to provide that in any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in engine service is established on or after the date of this Agreement will be at 85% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service in engine and/or train service until the new employee's rate is equal to that of present employees.

(The provisions of this Article 1 D are subject to the opt-out provisions of Article I, Section 5 and Side Letter No. 1 of the Agreement dated November 1, 2003.)

## **ARTICLE 2**

### **BEGINNING AND ENDING OF DAY**

- A. In all classes of service, other than passenger, 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.
- B. All regularly assigned yard crews shall have a designated point for going on duty and a designated point for going off duty.
- C. 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 definite number of feet, but the designation will indicate a definite and recognized location.

## **ARTICLE 3**

### **BASIC DAY AND COMPUTING MILEAGE**

#### **A. BASIC DAY**

1. In all classes of service, except as provided in A (2) below, 100 miles or less, (8 hours or less straightaway or turnaround), shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to weight on drivers, except as provided for in Article 18 (D) and Article 36.
2. In through freight, helper, or mixed train service, a straightaway run is a run from one terminal to another terminal; and not less than 130 miles will be allowed for each such run (miles in excess of 130 will be paid for at the mileage rates provided and according to weight on drivers) except as provided for in Article 18 (D) and Article 36.

#### **B. COMPUTING MILEAGE**

Mileage will be paid for from point at which the engineer takes his engine, through the mileage as run, to the point at which he is relieved, making one-half mile the next higher mile, and making any mileage below one-half mile the next lower mile. This mileage is subject to change when the runs are increased or decreased.

#### **C. DETOURING**

When trains are detoured, engineers will be paid for the additional mileage made on basis of the rate of the service they are in, with overtime as per the general rule. (It is understood that the class of train, and not running orders or rights, shall determine the rate.)

## ARTICLE 4

### GUARANTEES

#### A. LOCAL FREIGHT SERVICE

Regularly assigned local freight engineers working less than the calendar working days of the month will be guaranteed not less than 100 miles per day for each calendar working day, excepting for days when the line is broken through the Act of Providence.

Calendar working days shall be construed to include legal holidays.

NOTE: Sunday not included as calendar working day under the provisions of this rule.

#### B. ROAD SWITCHER SERVICE

Regularly assigned "Road Switcher" crews working less than the assigned six days or five days per week will be guaranteed not less than 100 miles per day for each six days or five days of its assignment, except for a day or days where the line is broken through Act of Providence. (See also Article 13)

#### C. WORK TRAIN SERVICE

1. Engineers on work trains tied up on line of road will be guaranteed not less than 100 miles or 8 hours for each calendar working day held for such service. Sunday not included as calendar day under the provisions of this rule unless on duty, or held at tie up point and not allowed to go home. (If not advised he is to be held prior to off duty time on Saturday, engineer will not be considered held on Sunday).
2. Engineers on work trains will be considered on duty every week day, regardless of the weather, except when relieved at home terminal.

#### D. HELPER SERVICE

Engineers regularly assigned to helper service will be guaranteed a day's pay for each calendar working day.

- #### E.
- Regularly assigned local freight, switch local, wreck, work and construction engineers that are not off on their own accord, will be guaranteed not less than 100 miles for each calendar work day (this is to include legal holidays). (Applicable to CGA only)

## **ARTICLE 5**

### **GUARANTEED EXTRA BOARDS**

- A. Carriers that do not have the right to establish additional extra boards or discontinue an extra board shall have that right.
- B. Upon thirty days' advance notice to the appropriate general chairman, a carrier may establish additional extra boards. Upon request of the general chairman, a meeting will be held to discuss the proposed action. However, this shall not serve to delay the establishment of any extra board.
- C. When an extra board is established under this rule it will, unless the general chairman is notified otherwise, protect all jobs on that seniority district whose laying off and reporting points are closer to the location of the extra board than to the locations of other extra boards on that seniority district.
- D. The carrier will regulate the number of employees, if any, assigned to such extra boards and will have the right to discontinue such boards.
- E. While on an extra board established under this rule, each employee will be guaranteed the equivalent of 3000 miles at the basic through freight rate for each calendar month unless the employee is assigned to an exclusive yard service extra board in which event the guarantee will be the equivalent of 22 days' pay at the minimum 5-day yard rate for each calendar month. All earnings during the month will apply against the guarantee. The guarantees of employees who are on the extra board for part of a calendar month will be pro rated.
- F. Except as hereinafter provided, if an employee is suspended as a result of disciplinary action, lays off at his own request with permission, is not available for personal reason, or misses a call, earnings lost as a result thereof will be deducted from the monthly guarantee. Unless the needs of the service dictate otherwise, employees assigned to an extra board which protects yard service exclusively may lay off for a maximum of two days per month without the earnings lost as a result thereof being deducted from the monthly guarantee.
- G. The maximum number of guaranteed extra boards that can be in operation on a carrier at any one time under this provision is three in the territory of each regular source of supply point on that carrier.

- H. No existing guaranteed extra board will be supplanted by a guaranteed extra board under this rule if the sole reason for the change is to reduce the guarantee applicable to employees on the extra board.
- I. This rule will not be construed as restricting any existing rights of a carrier to establish or discontinue extra boards. The rights conferred by this rule are in addition to preexisting rights.
- J. See also Article 8 for regulation of mileage extra boards.

### **GUARANTEED EXTRA BOARDS QUESTIONS AND ANSWERS**

Q-1: What does an engineer lose from his guarantee if he lays off but does not miss a call or miss any earnings?

A-1: Nothing. As indicated in Paragraph (F) only "earnings lost as a result thereof will be deducted from the monthly guarantee."

\* \* \* \*

Q-2: Where would an engineer who lays off but does not miss a call or miss any earnings be placed on the extra board?

A-2: Unless agreed to otherwise, he will be placed on the extra board in the same position as he laid off.

\* \* \* \*

Q-3: Where would such an engineer be placed on the extra board if he did miss earnings?

A-3: Local rules would govern.

\* \* \* \*

Q-4: Is the carrier required to provide the General Chairman with specific information including when, where and how (stating the exact location) they intend to establish Guaranteed Extra Boards?

A-4: Yes.

\* \* \* \*

Q-5: How will each day an engineer is marked up on guaranteed extra board be applied for qualifying for vacation?

A-5: The amount of make up guarantee payment will be converted to equivalent basic days' and that number of days will be considered as qualifying days for vacation purposes. Section 1(g) of the April 29, 1949 National Vacation Agreement, as amended, shall not be applicable insofar as such months are concerned.



\* \* \* \*

Q-6: Engineer 'A', assigned to a guaranteed extra list under Side Letter 20, bids to a temporary vacancy of Engineer 'B' under the "known vacancy rule", for three (3) weeks (21) days and earns \$3,150.00 for this twenty-one (21) day period.

Engineer 'B' returns displaces Engineer 'A' who goes to the extra list. Engineer 'A' remains on the extra list for the remaining nine (9) days in the month.

Will the earnings that Engineer 'A' made on the temporary vacancy be charged against his monthly guarantee?

A-6: No. When a guaranteed extra list engineer bids to any known vacancy for a portion of a month, he is not on the extra list for that period and the extra list guarantee is prorated so that it applies only to the portion(s) of the month during which he is on the extra list, in this case nine (9) days.

## **ARTICLE 6**

### **SENIORITY AND FILLING VACANCIES**

#### **A. SENIORITY LISTS**

A separate list of engineers on each seniority district will be compiled and corrected as of January 1<sup>st</sup> in the order of their seniority and the corrected roster will be posted at all bulletin points. A copy of corrected rosters will be furnished the General Chairman and each Local Chairman. A statute of limitation of sixty (60) days from the date of posting is hereby fixed to take up an appeal on incorrect date of seniority.

#### **B. PERMANENT VACANCY**

1. The rights of engineers in road service to runs on their seniority districts shall be determined by the Superintendent, who shall be governed by the applicant's record, qualifications and seniority.
2. Engineers who acquire seniority by the combining of road and yard seniority rosters will not be required to qualify on the entire seniority district unless they express a desire to place themselves on the extra board. They will be required to be qualified for the run or assignment on which they wish to exercise their seniority. Engineers obtaining seniority by promotion will be required to qualify on the entire seniority district before they are certified as an engineer.
3. Engineers should keep themselves qualified over all parts of their seniority district on their own time and at their expense when their services are not required on their respective assignments.
4. When a vacancy occurs or conditions change on existing runs (such changes or conditions creating a preference in runs), or new runs are established, the oldest man affected will have the right to fill such vacancy or run, subject to Section B, Paragraph (1).
5. Should an engineer decline a run to which he may be entitled or fail to bid in a run to which he may be entitled he does not lose any seniority rights except so far as the particular run in question is concerned, and is not barred from this particular run in the future in case of vacancies or changes in conditions.
6. All permanent vacant runs or new runs will be bulletined for a period of six days as soon as made vacant or established. An engineer deprived of his regular run for any cause shall take a run within 24 hours, if entitled to one, or be placed on the extra list until another run of his choice is open.
  - (a) When it is known in advance that a new run will be established it should be bulletined for a period of six days prior to the date the assignment is

established. When it is not known in advance the date a new run will be established such runs will, when established, be bulletined for a period of six days and filled from the extra board.

- (b) All permanent vacant runs will be bulletined for a period of six days and filled from the extra board during the bulletin period, except as outlined in 6(a) and 7(e).
  - (c) Should an engineer be deprived of his regular assignment due to displacement, abolishment or bulletin change, he shall make a displacement within 24 hours on an assignment of his choice. Failing to make a displacement within 24 hours as required, he shall be placed on the extra board.
  - (d) If an engineer fails to bid during the bulletin period on an assignment for which he had access to the bulletin, he shall not have a displacement right over the successful bidder, unless he is affected after the close of the bulletin. He may make displacements to other assignments to which he is entitled but failing to place himself within 24 hours he shall be placed on the extra board.
  - (e) When an engineer leaves a run by bidding in another run of his choice, he will not be allowed to bid back on the vacancy he created until it is again rebulletined.
7. (a) An engineer assigned to a run that he has bid in will be placed on the run as soon as available after the close of the bulletin period.
- (b) **Thirty Day Displacement Rule:**
- Engineers having served thirty (30) consecutive days on the same assignment, desiring to displace a junior engineer not in the same pool may do so by making a written request to the Crew Management Center, with copy to the (BLET) Local Chairman. The engineer's assignment that is being vacated will be bulletined and the engineer making the displacement will remain on the assignment during the bulletin period. The engineer making such a displacement will remain on the assignment he displaces to for not less than thirty (30) days, unless the assignment is abolished, rebulletined, or he otherwise acquires displacement rights under the applicable rules. Engineers making such a displacement or other affected engineers will not be paid deadhead payment(s) as a result of such a seniority move.
- (c) An engineer assigned to a regular assignment may make written application (sending copy to BLET Local Chairman) to be placed on the extra board when a vacancy exists. The written application must be in CMC's possession twenty-four hours prior to the date the extra board vacancy becomes open or it will not be considered.

- (d) When a vacancy is created at an outlying point by an engineer going to the extra board as outlined above, who was forced to the outlying point, the vacancy shall be filled by placing the senior demoted engineer on the outlying point assignment without bulletin. If a vacancy was created at an outlying point by an engineer going to the extra board as outlined above who had bid for the outlying point, the vacancy shall be bulletined in accordance with this Article.
- (e) When a vacancy in road or yard service is advertised and is desired by a regularly assigned engineer who has been displaced by a senior engineer or whose assignment has been abolished during the period such permanent vacancy is on bulletin, and whose seniority entitles him to the vacancy, such engineer may be privileged to place himself thereon, if he so elects, during the bulletin period, provided he actually bids on such vacancy at the time it is taken by him. If such engineer is the successful bidder at the end of the bulletin period, he will be assigned thereto. If he is not the successful bidder, he may exercise his seniority.
- (f) Engineer absent during the bulletin period will be allowed 24 hours after returning to duty to make a displacement thereon.

8. Work Trains

- (a) Regular engineers will not be called for work train service when extra men are available. In case extra men are not available, the junior available regular man will be called for this service. This rule will not debar a regular engineer from claiming a work train under the provisions of Article 6C Temporary Vacancy.
- (b) When it is known in advance that a work train will be in service for more than six days or a work train has been in service for a period of six days, it will be bulletined as a permanent vacancy and filled in accordance with the rules. (It is understood that under this rule no deadhead compensation will be allowed to the engineer assigned to the work train nor the engineer relieved from the work train by the assigned engineer.)
- (c) Work trains operated exclusively within yard limits at division terminals shall be manned by yard engineers, except that engineer regularly assigned to road work train service in accordance with the rules may be used in yard work train service for a period of three days or less. This shall not apply at Birmingham, Knoxville, Coster and John Sevier Terminals, where all work train service will be performed by yard engineers. Work train rates will apply to all work train service within yard limits. Work trains operated partly in yard limits at division terminals and partly on line-of-road (line-of-road being outside of yard limits) shall be manned by road engineers; work train rates to apply.

Work train rates to apply on any day combined switching and work train or wrecking service is performed.

NOTE: Understood and agreed that in the administration of this rule, if a crew is required to assist another crew in rerailing an engine or car when the derrick or tool car is not used, they will be paid work train rates provided thirty (30) minutes or more of their service is utilized in such rerailing; if derrick or tool car is used, work train rates will apply regardless of amount of time consumed.

- (d) Engineers in work train service may switch and/or set out or pick up train equipment (including cars used in work train service) at locations where yard engines are employed and on duty except engineers will not be required to build their trains when going on duty at such locations.
- (e) Road or yard work trains may be claimed from the first day such vacancies exist. It is understood that Article 7 (D) (1) Exception will apply to engineers exercising seniority to work trains at an outlying point. Yard rates of pay will apply to engineer operating in work train service exclusively within yard limits. (See Agreement dated August 1, 1987; CS-E-2-101-2)

## 9. CHANGES OF CONDITIONS

When runs are changed to the extent of two (2) hours or more on leaving or arriving time at home terminal, or lengthened or shortened to the extent of ten (10) miles in one direction, this will constitute a change of conditions.

- (a) If the aggregate change in the starting time of a run is two (2) hours or more in a twelve months' period during which such run is assigned to the same engineer, this will constitute a "change of conditions" within the meaning of that term as used in this rule.
- (b) When there is a change of conditions, within the meaning of the above rules on a run or assignment, bulletin shall be posted in accordance with bulletin rules of the applicable agreement, for the period specified in such rules (six days) announcing such change and at the expiration of such bulletin period, assignment to such run or vacancy will be made in accordance with agreement rules.
- (c) The engineer regularly assigned to such run or assignment, so bulletined, shall have the right to remain on it during the bulletin period, if he so desires.

- (d) To the end that every change of conditions, covered herein, may be bulletined as herein provided for, local chairmen will cooperate with the officer responsible for posting for such bulletins in carrying out the provisions of this understanding by giving him notice of such changes to be so bulletined.
  - (e) After a run or assignment has been bulletined and filled as herein provided, engineers are barred thereafter from exercising a displacement right thereon because of such change of conditions or change in conditions so bulletined.
10. When an engineer leaves a run by bidding in another run of his choice, he will not be allowed to bid back on the vacancy he created until it is again rebulletined.

### C. TEMPORARY VACANCY

#### 1. Filling Temporary Vacancies

- (a) If a temporary vacancy is for a period of six days or less, extra engineers will fill the assignment. When known in advance that a temporary vacancy will be open for a period of more than six calendar days, the vacancy, except in same pool, may be claimed up to 8 p.m. prior to the first day of the known vacancy. Bids will be accepted by the Crew Management Center during a six (6) calendar day period prior to the first day. The senior bidder will be assigned at 12:01 a.m. on the first day of the vacancy and remain on the vacancy through the seventh day. A known temporary vacancy not claimed on the first day, may be claimed on each subsequent day up to 8:00 p.m., until the sixth day, and the senior bidder will be assigned at 12:01 a.m. on the following day, and remain on the vacancy through the seventh day.
- (b) A temporary vacancy of more than six calendar days is again claimable on the seventh day and assigned in the manner noted above. The engineer who first claimed the vacancy will be considered to have automatically bid on the assignment again on the seventh day. The senior bidder assigned at that time will remain on the temporary vacancy until it ends or the engineer exercises his seniority to another temporary vacancy or is displaced by a senior engineer with a displacement right.
- (c) A vacation related vacancy is created when a regular assigned (excluding extraboard) engineer claims a vacation vacancy. The vacated assignment is deemed to be a vacation related vacancy. A vacation related vacancy, except in the same pool, may be claimed on any day during the first six days of the original vacation vacancy in the following manner:
  - (1) On a rest day/off-day until 7:00 a.m.
  - (2) On a work day until call time of the assignment.

The senior engineer claiming the vacation related vacancy, in accordance with the above (c) (1) and (2), will be notified and assigned and other engineers not notified of assignment to the vacancy will continue to protect their assignments. The senior engineer assigned will remain on the vacancy for the remainder of the vacancy unless he exercises his seniority to another temporary vacancy or is displaced by a senior engineer with a displacement right.

- (d) An engineer claiming from one temporary vacancy to another without displacement rights cannot claim a temporary vacancy, including a vacation related vacancy, that was open on the day he claimed the temporary vacancy he is currently on and desiring to leave. Such vacancies are deemed to have been "passed up". An engineer can only hold one temporary vacancy at a time.
- (e) Vacation vacancies begin on Monday at 12:01 a.m. except when the actual starting day of the vacation is moved forward or backward to coincide with the first day of the engineers' work week in accordance with Article 34, Section 6 (e).

## 2. Thirty-Day Vacancy

When it is known that a vacancy (except vacation vacancies) will exist for thirty (30) calendar days or a vacancy (except vacation vacancies) has existed for thirty (30) calendar days, it shall be bulletined as a permanent vacancy. A known 30-day vacancy is one where it is reasonably assured that the employee will not return within 30 days. Vacancies of thirty (30) calendar days that exist due to an engineer filling a vacation vacancy shall not be bulletined under this rule. Engineers displaced from their regular assignments by reason of the same being bulletined as permanent vacancies, as provided, may, upon return to service, exercise their rights to any run to which they are entitled by reason of their seniority.

## 3. Outlying Vacancy

- (a) An extra engineer sent to fill a temporary vacancy at an outlying point will hold same for a period of six calendar days; at the expiration of six calendar days, upon his request, he will be relieved, provided engineer for relief service is available. This shall not apply in event of demoted (emergency) engineer requesting relief at the expiration of six calendar days unless extra board engineer for relief service is available. In other words, the rules do not contemplate that one demoted (emergency) engineer be permitted to request relief under the rule at the expiration of six calendar days and be relieved by another demoted (emergency) engineer.
  - i. A demoted (emergency) engineer filling a temporary vacancy at an outlying point may, at any time when tied up at outlying point of

reporting (terminal of run), be displaced by an extra board engineer. If a demoted (emergency) engineer is used to fill a temporary vacancy at an outlying point where no engineers' extra board is maintained, an extra board engineer, as soon as available at the point where extra board is maintained, will be sent to relieve the demoted (emergency) engineer at an outlying point of reporting (terminal of run.)

- ii. The first engineer sent to fill a temporary vacancy at an outlying point will be allowed pay for deadheading to such outlying point, and the last engineer deadheading from such vacancy will be allowed pay for returning from such outlying point, the effect of this being that only one deadhead trip in each direction will be paid for, regardless of the number of engineers used in filling any one such vacancy on account of exercise of seniority or relief under the six (6) day provision.
- (b) The language used in that portion of the first sentence of paragraph (a) above reading as follows - "at the expiration of six (6) calendar days, upon his request, he will be relieved, provided engineer for relief service is available" is understood as follows:
- i. When an extra engineer has filled a temporary vacancy at an outlying point for six calendar days and returns to his home terminal on Saturday night and requests relief, he will be relieved and placed on the extra board, provided there is an extra board engineer on the extra board at the time request is made for relief. However, if relief is granted under these provisions and the extra board is exhausted at calling time for the outlying run, a demoted engineer will be sent to fill the temporary vacancy at an outlying point and no deadhead compensation will be due the demoted engineer unless he is the last man returning from the temporary vacancy. If a demoted engineer is used in such cases he will be relieved by an extra engineer as soon as an extra board engineer is available and no deadhead, compensation will be due such extra board engineer unless he is the last man returning from the temporary vacancy.
  - ii. When an extra engineer is filling a temporary vacancy on an outlying run and requests relief at the outlying point at the expiration of six-calendar days, such engineer will not be relieved until calling time for the extra engineer sent to relieve him; if there is no extra board engineer available to send to the outlying point at calling time, such engineer will not be relieved.



- iii. Where an extra work train is operated out of home terminal and is tied up at an intermediate point, or points, before returning to the home terminal, such extra work train will be considered as a temporary vacancy subject to the provision of this Article 6(C) 3.

D. DATE OF SENIORITY - PROMOTION

1. Fireman 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 paragraph 9, and when qualified shall be promoted to positions as engineers in accordance with the following rules:

NOTE: It having been previously so held, the interpretation of the above, insofar as firemen are concerned, is that the seniority date of newly hired or transferred fireman on the seniority list where last employed shall be the date he first performs firemen's service after having been assigned to the firemen's extra list on such seniority district and, prior to being so assigned, no seniority date shall be established by extra or emergency service as fireman. Qualified firemen, if available, shall, on any seniority district, be assigned to the extra list in the order of the date of their authentication for employment or the date their transfer was agreed to. Regardless of this requirement, if for any valid reason men are not assigned to the extra list in this order, the first man making a trip after being assigned to the extra board will establish his seniority as of that date and, if so established shall become his seniority date.

2. Fireman 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.
3. 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. 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 not used.

NOTE 1: Qualification, as referred to herein, is not intended to include learning of road or signals.

NOTE 2: It is agreed that the proper application of this provision is that employees will remain in the same relative order on the engineers'

roster as they appear on the firemen's roster upon successful completion of the Locomotive Engineer Training Program. (See Agreement dated December 3, 1996)

4. As soon as a fireman is promoted he will be notified in writing by the proper official 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 the date of promotion of a fireman, or the date of a hired engineer or fireman, 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.

NOTE: Within ten (10) days of the date a fireman is promoted he will be notified in writing by the proper official of the Company of the date of his promotion and such date shall be posted by bulletin on the seniority district. If not challenged in writing within sixty days after the date of the notice and bulletin, the date established will not be changed. The General Chairman(s) will be furnished a copy of such notice and bulletin. (See Agreement dated December 3, 1996)

5. 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.
6. The posting of notice of seniority rank, as per paragraph 4, 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.
7. 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.
8. Firemen having successfully passed qualifying examinations 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 out of any terminal on a seniority district while a junior engineer is working on the engineers' extra list, or holding an assignment as engineer out of such terminal; it being understood that an engineer cut

off the engineers' extra list at any terminal on a seniority district may displace any engineer his junior on that seniority district; it being understood that engineers will be required to fill all positions of engineers on any seniority district before firemen are promoted, or engineers hired on that seniority district.

NOTE 1: It is understood that Paragraph 7 will apply until Superintendent is notified jointly by General Chairman of Engineers' Committee and General Chairman of Firemen's Committee that the men have elected to work under provisions of Paragraph 8, in which event provisions of Paragraph 8 will be made effective on such seniority district on the tenth day after receipt of such notice. Paragraph 8 will then remain in effect until request to change back to Paragraph 7 is made, in the same manner as set forth above.

NOTE 2: A demoted engineer who has elected to hold an assignment as fireman at a point where an extra board is not maintained will not be used to fill temporary vacancies as an engineer until the extra board at the terminal is exhausted. When there are no extra board engineers available at the terminal, the senior demoted engineer at the point will be called to fill the temporary vacancy.

All points supplied by the same extra board shall be considered the terminal under the meaning of this rule.

9. The seniority date of the hired engineer shall be the date of his first service as engineer, except as provided in Paragraph 3 of this article. It is further provided that engineers hired, or permanently transferred from one seniority district to another, shall be given a date of seniority as fireman corresponding with their date as engineer.
10. Engineers already employed and required to learn other divisions or seniority districts will be paid minimum day's pay for same as per class of service they are to perform.

E. **CONSOLIDATED SENIORITY – ROAD & YARD**  
(Effective October 1, 1971)

1. Seniority Rosters

Seniority rosters of Road and Yard Engineers on the following seniority districts are combined:

<u>DISTRICTS</u>	<u>EFFECTIVE DATE</u>
St. Louis	May 1, 1975
Knoxville	October 21, 1971
Memphis	February 1, 1977
Charlotte-North	May 15, 1973
Columbia	June 1, 1972
Atlanta (N&S)	January 2, 1973
Atlanta (Road & Yard)	May 15, 1973
Washington	April 15, 1972
Danville	April 15, 1972
Richmond	August 1, 1971
Asheville	November 15, 1971
Charleston	April 15, 1972
Birmingham (East & West Yard)	February 1, 1973
Mobile	August 1, 1971
Macon Yard and Brunswick Road	May 1, 1973

2. Seniority rosters of engineers on the following seniority districts/locations are combined:

<u>DISTRICTS/LOCATION</u>	<u>EFFECTIVE DATE</u>
Atlanta – Athens	June 18, 1987
CNO&TP 2 <sup>nd</sup> District – Danville Yard	July 1, 1993
Danville – Albemarle	November 1, 1987
Knoxville – Chattanooga Terminal	November 1, 1987
Memphis – NA	November 1, 1988
Southwest – Georgia Northern	September 30, 1990

F. SENIORITY AND RIGHTS TO RUNS

1. The seniority rights of engineers shall not be interchangeable and engineers transferred permanently from one service to the other will rank as new men.
2. On seniority districts where road and yard rosters are combined, the following conditions shall apply:

- (a) All engineers holding seniority on the date the road and yard rosters on their district are combined will be known and referred to as “prior rights” engineers. All engineers entering the service as engineer after the date road and yard rosters are combined will be known and referred to as “dual rights” engineers.
  - (b) A “prior rights” engineer will not be forced to fill vacancies in the service in which he has no prior rights as long as he stands for an assignment in which he holds prior rights, except that such prior right engineers may claim or bid on vacancies or assignments in the service in which he has no prior rights, and will be assigned to same if qualified and seniority permits and will be required to perform such service while so assigned.
  - (c) A “dual rights” engineer will be required to perform service as an engineer in both road and yard service and his seniority will be the same in both services. A “dual rights” engineer may claim or bid on engineer vacancies in both road and yard service and will be assigned to same if qualified and seniority permits and will be required to perform such service while so assigned.
  - (d) When road and yard rosters are combined, engineers must qualify in the newly acquired service and be certified by the Division Superintendent. Time off to qualify in the newly acquired service will be permitted when the engineer’s services are not required on prior rights assignments.
- 3. Engineers who voluntarily leave the service will rank as new men if re-employed.
  - 4. When an engineer lays off in excess of thirty days on account of physical condition, the Superintendent or the local committee may require him to furnish a certificate from a reputable physician.
  - 5. The Company will endeavor to find employment for engineers in good standing who have been disabled in the Company’s service.

## ARTICLE 7

### CALLING CREWS

#### A. CALLING CREWS

1. Where callers are employed, engineers will be called one hour before going on duty. (Because of local conditions, calling time may be increased or decreased by agreement between Division Superintendent and Local Chairman). The caller will record on the call sheet time called and for what service the engineer is called. Where telephones are used for calls all engineers will be called regardless of distance, except carrier will not be responsible for payment of other than local calls.

(The provisions of this rule do not apply to regularly assigned yard engineers.)

2. Road freight engineer's time will commence at the time they are required to report for duty.

#### B. CALLED AND NOT USED

Engineers called and not used will be paid a basic day at service and engine class for which called and stand last out. Engineers, if not used, must be released within six hours of original call time.

NOTE: When an engineer is called and advised prior to departure from his home or place of abode that the call is canceled, the provisions of this Paragraph (B) shall not apply but the engineer shall stand first out in the class of service assigned to.

#### C. NOT CALLED IN ORDER

1. When an engineer in extra service standing first out is not called in his turn through no fault of his own, he will be paid for four (4) hours, at pro rata rate, at the rate of pay he would have made and stand first out. If not called for service within the limit of eight (8) hours, an additional four (4) hours, at pro rata rate, will be allowed and he will stand last out; provided that under this rule not more than one runaround may be claimed in any twenty-four (24) hour period by the same man.
2. Engineers in regularly assigned service or turns in pool freight service, not called in order, will be paid amount they would have earned on the day or trip for which they stood, less any amount which they earn.
3. In all cases time tickets, supported by proper evidence, shall be filed with Superintendent.

(For CGA - see Article 25(l)(m)(n) - Appendix)

D. REPORTING FOR DUTY

1. When engineers, other than extra, pool or chain gang, lay off for any cause, they will be required to mark up for work not less than six (6) hours before going on duty.

EXCEPTION

When an engineer working at an outlying point lays off for any cause and desires to report for duty, he must report not later than three (3) hours after the scheduled or assigned on duty time of his assignment on the work day before he expects to protect the assignment. The engineer working will be notified before the end of his tour of duty.

When an engineer desires to exercise a seniority displacement on an outlying point assignment he must signify his intention to make such displacement not later than three (3) hours after the schedule or assigned on duty time of the assignment on the work day before he expects to protect the assignment.

NOTE: An outlying job is defined as a job that does not originate and terminate at the point of supply for crews.

EXAMPLE:

An outlying job is assigned to go on duty at 7:00 A.M. If the engineer desires to report and work the outlying point assignment, he must report not later than 10:00 A. M. on the work day prior to the day he expects to protect the assignment. (If an assignment has Sunday as an off day, he must report on Saturday if he expects to work on Monday.)

2. When an extra passenger, an extra freight or an extra yard engineer standing first out on the extra board marks off for any cause, such engineer will not be permitted to mark up, except where his use is deemed necessary to meet the needs of the service, until the engineer who accepts the next call is marked up on the extra board. If the call is for an outlying run or job, the engineer marked off will not be permitted to mark up, except where his use is deemed necessary to meet the needs of the service until the engineer who accepts the call to the outlying run or job returns to the terminal.

However, such engineer may be permitted, at his own expense, to go to the outlying point and relieve the engineer who accepted the call.

3. When an extra passenger, an extra freight or an extra yard engineer other than first out on the extra board marks off for any cause he will not be permitted to mark up, except where his use is deemed necessary to meet the needs of the service, within twenty-four hours of the time marked off.

4. When an extra passenger, an extra freight or an extra yard engineer standing other than first out on the extra board marks off for any cause, and, as a result thereof, misses a call in turn to an outlying run or job, he will not be permitted to mark up, except where his use is deemed necessary to meet the needs of the service, until the engineer who accepts the call to the outlying run or job returns to the terminal. However, such engineer may be permitted, at his own expense, to go to the outlying point at the expiration of twenty-four hours from the time marked off and relieve the engineer who accepts the call.

NOTE: The language used in Sections 3, 4, and 5 reading as follows: "except where his use is deemed necessary to meet the needs of the service," is understood to mean when no extra or emergency engineer is available.

5. Nothing in this Article 7 shall interfere with application of discipline in proper cases where men decline service without good cause.

#### E. CALLING TWO ENGINEERS

When calling two freight engineers in the same pool or group of runs to depart from the same terminal to go to the same distant terminal, the following will apply if one is to be deadheaded and the other operate an engine.

1. The first out engineer will be given the call, which goes on duty and under pay first.

##### EXAMPLES

- (a) If the deadhead is to commence before the work assignment goes on duty, the first out man will deadhead.
  - (b) If the work assignment goes on duty before the engineer deadheading goes on duty to deadhead (no matter what mode of transportation used) then the first out engineer will be used on the work assignment.
2. If both the work assignment and deadhead go on duty at the same time the first out engineer will be deadheaded and will stand first out at the distant terminal.

#### F. CALLING ORDER - ROAD

1. At locations where road and yard engineer seniority consolidation exists, the following procedure will be used in filling vacancies in road engineer service:

First: From the road engineer extra board.

Second: From the ranks of demoted road engineers.



Third: The first out yard extra board engineer who is qualified for road service and has DUAL RIGHTS.

Fourth: By a demoted yard engineer who is qualified for road service and has DUAL RIGHTS.

2. At locations where a consolidated road and yard engineer seniority roster is not in existence, the following procedure will be used in filling vacancies in road engineer service.

First: From the road engineer's extra board.

Second: From the ranks of demoted road engineers.

NOTE: In applying the provisions of this Article 7 if no men are available, past practices heretofore in effect will be followed.

#### G. ENGINEERS USED IN EMERGENCY

Carded, pool or assigned freight engineers used in emergency in wrecking service shall be relieved after the first tour of duty by an extra engineer. Pool engineers to be sent to their home terminals; carded or assigned engineers sent to protect their runs, if operated.

(For CGA - See CGA - Article 22(h) - Appendix)

## ARTICLE 8

### ASSIGNMENTS

#### A. REGULAR ASSIGNED MEN DOING EXTRA WORK, ETC.

1. Road engineers will not be required to run switch engines or act as hostler except in cases of emergency. In such cases, the youngest available engineer will be called.
2. When an engineer in pool freight service is utilized under provisions of Paragraph (1) of this rule, he shall be considered as having been called for his turn in pool freight service and upon completion of such service shall be permitted to mark up in his proper turn on pool freight board. When so utilized earnings shall be added to mileage of the pool when regulating mileage under mileage rules.

#### B. FIRST-IN/FIRST-OUT

Freight engineers assigned to extra, pool or chain gang service will be run first-in, first-out in the service assigned.

#### C. MILEAGE REGULATIONS

The mileage regulating factor for interdivisional runs will be adjusted from the current 3,200 - 3,800 miles to 3,800 - 4,800 miles per month. Other through freight service will be adjusted from the current 3,200 - 3,800 miles to 3,800 - 4,400 miles. The increased mileage shall be applied on a district by district basis upon 10 days written notice by the Carrier. (See Agreement dated April 27, 1992 – Personal Leave Days – Appendix)

#### D. REDUCTIONS OF WORKING LISTS

1. When, for 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.
2. When reductions are made, they shall be in reverse order of seniority, except as provided in Article 6(D), Paragraph 8 when in effect. No reductions will be made so long as those in extra passenger service are averaging the equivalent of 4,000 miles per month; in pooled, chain gang or any other unassigned service paying freight rates are averaging the equivalent of 3,200 miles per month; on the road extra-list are averaging the equivalent of 2,600 miles per month; on the yard extra list are averaging the equivalent of 26 days per month. See also Paragraph E of this Article. See Article (26) on the yard extra list at locations where five-day-work week is in effect.

3. When engineers or firemen are laid off on account of reduction in service, they will retain all seniority rights; provided, they return to actual service within 30 days from the date their services are required.

NOTE            It is understood that such employees who fail to return to actual service within 30 days from the date of receipt of written notification that their services are required forfeit their seniority unless mutually agreed to by proper officer of the company and representative of the organization.

4. Engineers or firemen off under this rule shall be returned to service as engineers or firemen in the order of their seniority and in their respective class of service, as soon as it can be shown that men in extra passenger service average the equivalent of 4,800 miles per month; in pooled, chain gang or any other unassigned service paying freight rates average the equivalent of 3,800 miles per month; in road extra service average the equivalent of 3,100 miles per month; in yard extra service average the equivalent of 31 days per month.

NOTE 1:        It is agreed that extra road men in freight service shall be required to stop off so that earnings or equivalent thereof will not exceed 3,800 miles per month. Yard extra men shall similarly be required to stop off so that earnings or equivalent thereof will not exceed 35 days per month. See Paragraph E of this Article.

NOTE 2:        See Article 26 on the yard extra list at locations where five-day-work week is in effect.

5. In returning engineers and firemen to service under Paragraph 4 and the note thereunder, sufficient number of men will be added to the working list to keep the mileage between the maximum stipulated in Paragraph 4 or the note thereunder, and the minimum stipulated in Paragraph 2. If an additional assignment would reduce the mileage below the minimum stipulated in Paragraph 2 for the same class of service, regulation will be made by requiring each man in the class of service affected to lay off when he has earned the equivalent of the maximum mileage stipulated in Paragraph 4, or the note thereunder.

NOTE:           Under the provisions of this Paragraph 5 it is understood that if at a checking period it is found that the mileage in a pool averages the equivalent of 3,800 miles per month and a man could not be added to the pool without reducing the average mileage below, 3,200 miles per month, regulation will be effected in the following checking period by taking the individual man off when he has made the equivalent of 3,800 miles per month.

6. After all the engineers or firemen have been returned to service, the following regulations will apply with respect to further additions to the working lists.

In the regulations of extra passenger service, sufficient number of men will be assigned to keep the mileage or equivalent thereof within the limitations of 4,000 and 4,800 miles per month; in pooled, chain gang or any other unassigned service paying freight rates, 3,200 and 3,800 miles per month; in road service, 3,100 and 3,800 miles per month; in yard extra service, 31 and 35 days per month. See Paragraph E of this Article.

See Article 26 on the yard extra list at locations where five-day-work week is in effect.

7. When the mileage of men in either of the class of service specified in Paragraph 6 averages in excess of the maximum stipulated therein, and an additional assignment would reduce the mileage below 4,000 miles per month in extra passenger service; 3,200 miles per month in pooled, chain gang or any other unassigned service paying freight rates; 3,100 miles per month in road extra service; or 31 days per month in yard extra service, regulation will be made by requiring each man in the class of service affected to lay off when he has earned the equivalent of the maximum mileage stipulated in Paragraph 6.

See Article 26 on the yard extra list at locations where five-day-work week is in effect.

NOTE: Under the provisions of Paragraph 6, it is understood that if at a checking period, it is found that the mileage in extra passenger service averages in excess of the equivalent of 4,800 miles per month; in pooled, chain gang or any other unassigned service paying freight rates averages in excess of the equivalent of 3,800 miles per month; in road extra service averages in excess of the equivalent of 3,800 miles per month; in yard extra service averages in excess of the equivalent of 35 days per month, and if regulations cannot be made by assigning men without reducing the average below the minimum as set forth in Paragraph 6, then regulations will be effected in the following checking period by taking the individual man or men off, so that earnings will not exceed the maximum for each class of service as set forth in Paragraph 6.

8. In the regulation of assigned passenger service, a sufficient number of men will be assigned to keep the mileage or equivalent thereof within the limitations of 4,000 and 4,800 miles per month; in assigned service paying freight rates, a sufficient number of men will be assigned to keep the mileage or equivalent thereof within the limitations of 3,200 and 3,800 miles per month. To keep within the mileage limitations set forth in this section, additional crews may be added or swing men used to relieve the regular men on specified days. If regulation cannot be made as provided herein, men will be required to lay off so that the equivalent of 4,800 miles in passenger, or 3,800 miles in the other assigned service, will not be exceeded.

NOTE: The words "per month" shall be deemed to be a thirty-day period and not a calendar month for men in assigned service.

9. 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.
10. Maximum stipulated for freight service (3,800 miles), thereof, shall apply to engineers and firemen performing a combination of service, such as (1) engineer or fireman, (2) engineer or fireman in road and yard service, (3) engineer and fireman in passenger and freight service, (4) engineer or fireman and hostler, or (5) fireman or outside hostler helper.
11. In regulating the working lists in the respective classes of service, each list will be handled separately, neither a minimum nor maximum being guaranteed.
12. In checking and regulating the mileage of engineers in extra passenger, pooled, chain gang or other unassigned service paying freight rates, or extra road or yard service adjustments under Paragraphs 2 and 4 shall be made on basis of two checking periods in each calendar month. The first such checking period shall begin at 12:01 a.m. on the first day and end at 12 midnight on the fifteenth day of each calendar month. The second such checking period shall begin at 12:01 a.m. on the sixteenth day and end at midnight on the last day of each calendar month.

The total mileage in each class of service for each checking period shall be multiplied by two and divided by the number of engineers in that particular class of service. The result of this calculation will produce the average mileage made by each engineer in the particular class of service for the purpose of determining whether adjustments are necessary under the provisions of this Article 8 (D) if the record indicates adjustments in the number of engineers required, they shall accordingly be made.

When there are more than fifteen days in the second checking period of a calendar month, the number of engineers in extra passenger, pooled, chain gang or other unassigned service paying freight rates, or on the extra lists, road or yard, shall be regulated under these rules on the basis of the average miles per day made by engineers in respective classes of service during that checking period multiplied by fifteen. For example, in a sixteen day checking period, the total mileage of a particular class of service shall be divided by sixteen, which will produce the average miles per day made by all engineers in that particular class of service. This figure shall be multiplied by fifteen and the result multiplied by two, which will produce the mileage to be used as an oasis for making such adjustments as may be necessary in the number of engineers in that particular class of service.

The principles of the above example shall apply when there are either thirteen or fourteen days in a checking period.

In the regulation of mileage of engineers in a pooled, chain gang or other unassigned service paying freight rates, the following shall govern:

In the event the average mileage or the equivalent in a checking period is less than 3,200 miles or more than 3,800 miles, indicating an adjustment is necessary under the provisions of this Article 8 (D), the total mileage made in each of the respective classes of service shall be multiplied by 2 and divided by 3,500. The result so obtained shall constitute the number of engineers to be assigned. Fractions of more than five-tenths (.5) will be equivalent of another engineer. Fractions of five-tenths (.5) or less shall be disregarded.

In the regulation of mileage of engineers in road extra service, the following shall govern:

In event the average mileage or the equivalent in a checking period is less than 3,000 miles, indicating an adjustment is necessary under the provisions of this Article 8(D), the total mileage made in road extra service shall be multiplied by 2 and divided by 3,300. When the excess of 3,800, the total mileage shall be multiplied by 2 and divided by 3,500. The result of each of these calculations shall constitute the number of engineers to be assigned to the particular extra list. Fractions of more than five-tenths (.5) will be the equivalent of another engineer. Fractions of five-tenths (.5) or less shall be disregarded.

Engineers and firemen shall, upon-completion of each trip and after going off duty, register mileage or equivalent thereof for such trip, class of service in which made and total mileage in each class made to date in the calendar month in a register provided for that purpose. It shall be the responsibility of the respective Local Chairmen of the Engineers and Firemen to see that the provisions of this paragraph are complied with.

Arrangements to enable proper checking of the mileage of engineers by their Committee will be made between the railroad officials and the Committee. All mileage records will be made available to the BLET Local Chairman. When the mileage has been checked and number of crews assigned in accordance with mileage limitations, there will be no further computations or adjustments made during the same period, except as provided in Paragraph (E).

13. There should be a uniform application of these mileage limitations for both engineers and firemen in the same class of service.

E. MILEAGE REGULATED EXTRA BOARDS (Not applicable to Article 5 – Guaranteed Extra Boards)

1. When an extra board engineer goes on vacation, another engineer will be placed on the extra board to take his place during the period such man is on vacation. Upon return of the extra board man from vacation, the man placed on the board during his absence shall be taken off the board.

NOTE: The days or mileage made by men used to fill vacancies of extra board men on vacation will be used in computing the time made by extra board men to determine the number of men to be used on the board the following period.

2. (a) When a regularly assigned engineer is off on vacation, an engineer shall be placed on the extra board during the absence of the regularly assigned man on vacation. Upon return from vacation of the regularly assigned man, the man placed on the extra board during his absence will be taken off the board.
- (b) At locations where engineers are working under the provisions of Article 6(D)(8), and there are no engineers actually assigned to an extra board at the location, and a regularly assigned engineer is off on vacation, the senior demoted engineer at the location shall be placed on the assignment during the absence of the regularly assigned man on vacation. If, however, another engineer at that location claims the vacation vacancy as provided by Article 6(C), then the senior demoted engineer shall be placed on the extra board as provided for by this Article 8(E)(2)(a). Upon return from vacation of the regularly assigned man, the man placed on the assignment or extra board during his absence will be taken off.

NOTE: The days or mileage made by those men added account regularly assigned (other than those assigned to the extra board) men being off on vacation shall not be counted or used to determine the numbers of men to be used on the extra board during the following period.

EXAMPLE: On April 1, the prior check called for seven men on the freight extra board. Three regularly assigned men (other than to the extra board) are scheduled to take, and actually commence, a three weeks' vacation on April 1. Under the agreement, three men are added to the extra board on April 1, giving a total of ten men on the board.

The ten men on the extra board make a total of 15,000 miles during the period April 1-15, inclusive. This is an average of 1,500 miles for each man. To comply with Item (2) above referred to, the total average of 4500 miles (1,500 x 3) made

by the three men placed on the board account three men being on vacation, is deducted from the 15,000 miles. This leaves a total of 10,500 miles. You then arrive at an average made by the seven regular extra board men by multiplying 10,500 by 2 and dividing the result by 7. This gives an average of 3,000 miles for each of the seven regular extra board men, and indicates that, under the rules, no adjustment shall be made for the second period of April.

Effective April 16, you still have seven men on the extra board, no adjustment being necessary under the rules. The three regular men above referred to are still on vacation so you still retain the three additional men on the extra board for the period 16-21, inclusive. No regular men, other than extra board men are scheduled to take a vacation commencing April 22. During the six-day period April 16-21, inclusive, the ten men on the board made a total of 5,600 miles, or an average of 560 miles per man. You then deduct the total average for the three additional men, i.e. 1,680 miles, from 5,600. This gives a figure of 3,920 miles.

During the remainder of the month of April, i.e. April 22 - 30, inclusive, the seven regular extra board men make a total of 6,400 miles. This 6,400 miles, added to the 3,920 miles, gives a total of 10,320 miles, and this figure will be used for computing the number of men to be put on the regular extra board during the succeeding period.

It was further understood and agreed that the BLET Local Chairman will assume the responsibility of determining the number of men to be placed on the extra board in accordance with the above referred to agreement and example, to the end that the board will be properly adjusted.



**ARTICLE 9****OVERTIME - ROAD****A. OTHER THAN THROUGH FREIGHT**

In all classes of service, except through freight, on runs of 100 miles or less, overtime will begin at the expiration of 8 hours; on runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12 ½. Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to weight on drivers used.

**B. THROUGH FREIGHT SERVICE**

1. The miles encompassed in the basic day in through freight service and the divisor used to determine when overtime begins in through freight service is as provided:

## Through Freight Service

Effective Date of Change	Miles in Basic Day	Overtime Divisor
January 1, 1995	130	16.25

2. Mileage rates will be paid only for miles run in excess of the minimum number specified in (1) above.
3. The number of hours that must lapse before overtime begins on a trip in through freight 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. For example, effective January 1, 1995, overtime on a trip in through freight service of 150 miles will begin after 9 hours and 14 minutes ( $150/16.25 = 9.23$  hours). In through freight service overtime will not be paid prior to the completion of 8 hours of service.

## ARTICLE 10

### HELD-AWAY-FROM HOME TERMINAL

- A. Engineers 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 last service performed. If held sixteen hours after the expiration of the first twenty-four hour period, they will be paid continuous time for the time so held during the next succeeding eight hours, or until the end of the second twenty-four hour period, and similarly for each twenty-four hour period thereafter.
- B. Should an engineer 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 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.

### INTERPRETATION

While the held-away-from home terminal rule does not apply to assigned service, it is agreed that if the assignment is broken and/or a crew on an assigned run is used on a run other than their regular assignment, the held-away-from home terminal rule will apply. It is understood the held-away-from home terminal rule does not apply to assigned crews which get out late on schedule on trains which still represent their regular run, that is, have not been annulled account of being more than twelve hours late or for other causes.

## **ARTICLE 11**

### **DEADHEADING**

#### **A. PAYMENT WHEN DEADHEADING AND SERVICE ARE COMBINED**

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.

#### **B. PAYMENT FOR DEADHEADING SEPARATE FROM SERVICE**

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.

(The provisions of the Article 11B are subject to the opt-out provisions of Article I, Section 5 and Side Letter No. 1 of the Agreement dated November 5, 2003.)

## ARTICLE 12

### TERMINAL DELAY

#### A. INITIAL TERMINAL DELAY

##### 1. Through Freight Service

- (a) Initial terminal delay shall be paid on a minute basis to engineers in through freight service after one (1) hour and fifteen (15) minutes unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at one-eighth (1/8th) of the basic daily rate, according to the class of engine used, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

NOTE: The phrase "train leaves the terminal" means when the train actually starts on its road trip from the yard track where the train is first made up.

- (b) 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 payments 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.

- 2. When road overtime accrues 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.
- 3. 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.

#### B. FINAL TERMINAL DELAY

##### 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 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.

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 minutes period after which final terminal delay payment begins by the number of minutes equal to 60 divided by the applicable overtime divisor. 100 mile basic day assignments –  $60/12.5 = 4.8$  minutes per mile. 130 mile basic day assignments –  $60/16.25 = 3.7$  minutes per mile.

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 ( $1/8^{\text{th}}$ ) of the basic daily rate in effect as of June 30, 1986, according to class of service and engine used, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this Article. The rate of pay for final terminal delay allowance shall not be subject to increases of any kind.

After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty.

NOTE: The phrase “relieved from duty” as used in this Article includes time required to make inspection, complete all necessary reports and/or register off duty.

4. Multiple Trips

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.

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

6. Local Freight Service

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

## ARTICLE 13

### ROAD SWITCHER

Road Switcher rates of pay are established with the rate to be paid to engineers assigned to such runs designated by bulletin.

- A. The following rules will not be applicable to engineers working on "Road Switcher" assignments:
  - 1. The "Local Freight Guarantee" rule. Article 4.
  - 2. The "Initial and Final Terminal Delay." Article 12.
  - 3. The "Lapback or Inside Turn" rule. Article 18.
- B. Engineers on "Road Switchers" may be required to operate back and forth over the territory within the limits of their assignment, and into and out of the tie-up points, as well as the points established as the limits of their assignments, as many times as desired, even though the tie-up point and the points established as the limits of their assignment are the home terminal and/or the away-from home terminal of crews on the seniority district in which they are working, without additional pay or penalty pay therefore, any rules in the agreement to the contrary notwithstanding. In other words, engineers on "Road Switchers" will be entitled to pay on a continuous time miles or hours basis in accordance with the provisions of Article 3(A) and will, of course, be allowed overtime in accordance with the provisions of the "Overtime" rule, Article 9.
- C. Nothing herein shall be interpreted as establishing "Road Switchers" as a different class of service within the meaning of Article 18. Other road crews in the same seniority district may perform any of the switching that is performed by "Road Switchers" at any time, but they will not be entitled to pay at the "Road Switcher" rate or to penalty pay of any type because of performing such work. This shall not be interpreted to mean that other road crews will be entitled to pay at local freight rate, if earned, under the provisions of Article 15.
- D. None of the rules and/or working conditions of the Agreements in effect between Carriers and yard engineers are applicable to engineers engaged in "Road Switcher" service.
- E.
  - 1. "Road Switchers" may be assigned either five, six or seven days per week.
  - 2. When assigned five or six days per week, the assignment may begin on any day of the week.

- F. A "Road Switcher" rate of pay will be established on the effective date of this Agreement. This rate will be 5.5% above the local freight base rate in effect on that date. (Cost of living adjustment will not be included in this computation). This rate will be allowed engineers assigned to runs previously designated as "Road Switchers" by Carrier and any runs so designated in the future.
- G. Reduction in Work Week  
(1986 National Agreement)
1. Carriers with road switcher (or similar operations), mine run or roustabout agreements in effect prior to the date of this Agreement that do not have the right to reduce six or seven-day assignments to not less than five, or to establish new assignments to work five days per week, shall have that right.
  2. The workdays of five-day assignments reduced or established pursuant to Section G (1) shall be consecutive. The five-day yard rate shall apply to new assignments established pursuant to Section G (1). Assignments reduced pursuant to Section G (1) shall be compensated in accordance with the provisions of Section G (3).
  3. If the working days of an existing assignment as described in Section G(1) above are reduced under this Section, an allowance of 48 minutes at the existing straight time rate of that assignment in addition to the rate of pay for that assignment will be provided. Such allowance will continue for a period of three years from the date such assignment was first reduced. However, such allowances will not be made to employees who establish seniority in train or engineer service on or after November 1, 1985. Upon expiration of the three year period described above, the five day yard rate will apply to any assignment reduced to working less than six or seven days a week pursuant to this Section G (1).
  4. The annulment or abolishment and subsequent reestablishment of an assignment to which the allowance provided for above applies shall not serve to make the allowance inapplicable to the assignment upon its restoration.



## ARTICLE 14

### SHORT TRIPS AND TURNAROUNDS

- A. In through freight or mixed train service, a turnaround is a run from a terminal to an intermediate point and return to the starting terminal, and not less than a minimum basic day will be allowed for each run, except as provided in Section (B) and Article 18 (D) (1).
- B. Engineers in pool and irregular freight service may be called to make short trips and turnarounds, with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of 100 miles for a day, provided (1) that the mileage of all the trips does not exceed 100 miles, (2) that the distance run from the terminal to the turning point does not exceed 25 miles, and (3) that engineers shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day, subject to the first-in first-out rule or practice.

NOTE 1: Section (B) does not apply to crews in road switcher, helper, mine run, work train and wrecking service.

NOTE 2: In the instance of a crew that departs from their terminal and breaks down, and they return to their terminal for a relief engine with which the trip is completed. It is agreed that, in such instances, if the distance from terminal to point of breakdown is 25 miles or less, will be paid on continuous time basis, i.e., actual mileage (with a minimum of 100 miles) and overtime, if any, computed from time first required to report at initial terminal until relieved at final terminal; if the distance is more than 25 miles, will be paid a minimum of 100 miles for service from terminal to breakdown point and return and upon leaving terminal on second trip will begin a new day or trip. This being an emergency, the crew may be used for the second trip without penalty payment to other men for being runaround. If any member of the crew remains at breakdown point instead of accompanying the engineer to the terminal for another engine, such men will be paid on same basis as though they had returned to the terminal. This shall not apply if breakdown occurs near the final terminal of the trip, making it necessary that relief engine be secured from such final terminal.

C. Doubling Hills and Running for Water Freight Service

Engineers in through freight and local freight service compelled to run for water or double hills will be allowed actual mileage made, provided the total mileage of trip, including the additional miles, exceeds a minimum basic day for applicable classes of service. Overtime will be computed on miles paid for.

## ARTICLE 15

### SWITCHING

- A. 1. Engineers in freight service will not be called upon to make up or put away their trains, or do switching at initial or final terminals, where switch engines are on duty, except to the extent specified in this Section (A).
2. At initial terminal a road freight engine crew may be required to perform the following work in connection with its own train at points where yard crews or hostlers are employed, which will not be deemed switching within the meaning of this agreement.

- (a) Couple train together to close cuts in train occasioned by the necessity for protecting road crossings.
- (b) Set head end over when train is on more than one track. This shall be confined to straight pick ups not involving the handling of cars not in its train or to be placed in its train. Where it is necessary to use more than one such track to hold the cars it is not required that any track be filled to capacity.

Trains should be built on one track so far as practicable, and when it cannot be done, the majority of the cars should be placed on the rear section of the train. This is not to apply to short haul cars.

- (c) (BLE National Agreement effective May 13, 1971)  
Make an additional pick up of cars within the limits of its initial terminal. This shall be confined to straight pickups not involving the handling of cars not in its train or to be placed in its train and the minimum number of tracks will be used provided that the carrier shall have the right to select the tracks used. Where it is necessary to use more than one such track to hold the cars it is not required that any track be filled to capacity.
- (d) (BLE National Agreement effective May 13, 1971)  
Set out defective or bad order cars in its own train.
- (e) (BLE National Agreement effective May 13, 1971)  
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.

- (f) (BLE National Agreement effective May 13, 1971)  
Exchange engine and caboose of its own train.
- (g) (BLE National Agreement effective May 13, 1971)  
Work that may be required of a road freight engine crew under this Paragraph 2 above, may include the performance of interchange movements as specifically set forth below, which will not be deemed switching within the meaning of this agreement:
  - i. Receive its over-the-road train from 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 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 to pick up, either the original pick up to commence outbound trip or the additional pick up, as provided for under paragraph 2(c) of this Article 15.  
  
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.
  - ii. When a road freight engine crew engaged in a solid train movement referred to in (i.) above is not required to receive its motive power at its on-duty point the carrier shall authorize and provide suitable transportation for the engine crew from its on-duty point.  
  
NOTE: Suitable transportation includes carrier owned or provided passenger carrying motor vehicles or a taxi, but excludes other forms of public transportation.
  - iii. Crews engaged in solid train movements referred to in paragraph (i.) above will not have their on-duty points changed by reason of such movements, except by agreement.
- (h) (National Agreement effective May 13, 1971)  
Except as may be provided for in this Article road engine crews will not be required to perform work on tracks of another carrier where road and/or yard crews do not have the right to do so.

NOTE: This provision does not preclude the carrier from acquiring the right to perform work on the connecting railroad with road and/or yard crews, nor does it preclude the employees from opposing the granting of such rights.

- (i) i. At points where yard crews are not on duty, passenger engineers may pick up and/or set off, without penalty, cars which are to be moved in or to be set off from their trains.
- ii. At initial and final terminals (reporting and relief points), passenger engineers may hold to cars to be set off with engine, or hold to cars which are to be placed in passenger trains, and these moves will not be considered as switching.
- iii. If required to pick up and set off cars at initial or final terminals where yard crews are on duty to a greater extent than provided in (ii.) above, and the time devoted to such work at any one point is less than thirty (30) minutes, passenger engineers will be compensated by an arbitrary payment for one hour at passenger rate of pay.

If the time devoted to such work at any one point is more than thirty (30) minutes and less than one (1) hour, an arbitrary minimum payment for four (4) hours at pro rata passenger rate will be paid.

If the time devoted to such work at any one point is more than one (1) hour, an arbitrary minimum payment for one (1) day at passenger rate will be paid, and the oldest yard engineer available for the work will also be paid for a minimum day at yard rate in cases where a passenger engineer devotes more than one (1) hour at any one point to work covered by this paragraph (iii.).

- iv. At an intermediate point, if yard crew is on duty and is switching rear of train, road passenger engineer may pick up and/or set off once each at head end cars which are to move in or be set off from his train, and will be compensated at passenger rates on minute basis for time so engaged, with a minimum of five (5) minutes. If no switching is necessary on rear of train, yard crew will set off and/or place cars in head end and road passenger engineer will not be required to perform this service. However, this shall not prevent road engineer pulling ahead, with or without cars, a sufficient distance to permit yard crew to perform its work expeditiously, and then back onto train with engine alone or engine and such cars as may be coupled thereto.

- v. In calculating the time devoted to work covered by paragraphs (c) and (d), it is understood that only the actual time devoted to the work will be counted, provided, however, that no time between the time the work is actually commenced and the time it is actually completed shall be deducted.
  - vi. The words "on duty" mean that yard crew is actually on duty and working within the same yard limits.
  - vii. Where switching or holding onto cars has not been done in the past, it will not be inaugurated in the future except by negotiations.
3. At final terminal a road freight engine may be required to perform the following work in connection with its own train at points where yard crews or hostlers are employed, which will not be deemed switching within the meaning of this agreement.
- (a) Cutting the train for road crossings.
  - (b) Double over in final yarding of train, where one track will not hold the train the minimum number of tracks will be used provided that the carrier shall have the right to select the tracks used. Where it is necessary to use more than one such track to hold the cars it is not required that any track be filled to capacity.
  - (c) (BLE National Agreement effective May 13, 1971)  
Set out cars at one location within the limits of its final terminal in addition to the final yarding of its train. This shall be confined to straight set outs not involving the handling of cars not in its train and the minimum number of tracks will be used provided that the carrier shall have the right to select the tracks used. Where it is necessary to use more than one such track to hold the cars it is not required that any track be filled to capacity.
  - (d) (BLE National Agreement effective May 13, 1971)  
Handle 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.
  - (e) (BLE National Agreement effective May 13, 1971)  
Exchange engine and caboose of its own train.
  - (f) (BLE National Agreement effective May 13, 1971)  
Work that may be required of a road freight engine crew under this paragraph (3) may include the performance of interchange movements as specifically set forth below, which will not be deemed switching within the meaning of this agreement.

- i. 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. A road freight engine crew performing interchange movements may only deliver its over-the-road train to the connecting carrier, and shall not be required to make any set outs at its final terminal.

NOTE: This provision does not preclude the carrier from making such interchange movements over tracks of another carrier on which it may acquire rights to operate in the future, nor does it preclude the employees from opposing the granting of such rights.

- ii. When a road freight engine crew engaged in a solid train movement referred to in (i.) above is not required to deliver its motive power to its off-duty point, the carrier shall authorize and provide suitable transportation for the engine crew to its off-duty point.

NOTE: Suitable transportation includes carrier-owned or provided passenger carrying motor vehicles or a taxi, but excludes other form of public transportation.

- iii. Crews engaged in solid train movements referred to in paragraph (i.) above will not have their off-duty points changed by reason of such movements, except by agreement.

4. (a) (BLE National Agreement effective May 13, 1971)  
When work is performed by a road freight engine crew, as provided in this Article 15(A) (2&3), 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 15.

NOTE: Rules or regulations not affected include, but are not limited to terminal delay rules and conversion rules.

- (b) When a road crew performs work as provided in Article 15(A) (2&3), 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.

- (c) For the purposes of Article 15(A) (2&3), 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.
  - (d) The foregoing provisions of this Article 15(A) (2&3) are not intended to impose restrictions with respect to any operation where restrictions did not exist prior to this Agreement, nor shall it be construed to change existing rules covering the preparation of or laying up of locomotives.
5. In case of emergency as hereinafter defined, the provisions of this Section A shall not prevent road crews from performing service other than as specified above. For purposes of this Section (A) an emergency is defined as wrecks, washouts or other unforeseen occurrences, either in yard or on road, which necessitates the performance of switching service. In the event of the performance of switching in an emergency as herein described, road engineers shall be compensated therefore in accordance with payment provided for in Section (C) hereof. There shall be no claims from yard engineers because of such service. If used in other than emergency, as herein defined, when switch engines are on duty, they will be paid not less than a minimum of four hours at pro rata rate separate and apart from all other earnings. Likewise, the yard engineer who stands for the service in yards where such road engineers are used in other than emergency, when switch engines are on duty, will be paid not less than a minimum of four hours at pro rata yard rate of pay on account of the use of the road engineer as defined above.

The wording "the yard engineer who stands for the service" as used above is interpreted to mean the yard engineer on duty who would have performed the work, i.e., the yard engineer working in the immediate vicinity or at the point involved.

6. Protection provided in May 13, 1971 Agreement in application of Article 15, paragraph 2(g) and 3(f) is as follows:

Every employee deprived of employment as the direct or indirect application of the foregoing provisions shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington agreement of May 21, 1936, except that the 60% of the average monthly compensation will be changed to 100% (less earnings in outside employment) and be extended to provide periods of payment equivalent to length of service not to exceed 5 years, and to provide further that allowances in Section 7(a) be increased by subsequent general wage increases.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article.



- (c) For the purposes of Article 15(A) (2&3), 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.
  - (d) The foregoing provisions of this Article 15(A) (2&3) are not intended to impose restrictions with respect to any operation where restrictions did not exist prior to this Agreement, nor shall it be construed to change existing rules covering the preparation of or laying up of locomotives.
5. In case of emergency as hereinafter defined, the provisions of this Section A shall not prevent road crews from performing service other than as specified above. For purposes of this Section (A) an emergency is defined as wrecks, washouts or other unforeseen occurrences, either in yard or on road, which necessitates the performance of switching service. In the event of the performance of switching in an emergency as herein described, road engineers shall be compensated therefore in accordance with payment provided for in Section (C) hereof. There shall be no claims from yard engineers because of such service. If used in other than emergency, as herein defined, when switch engines are on duty, they will be paid not less than a minimum of four hours at pro rata rate separate and apart from all other earnings. Likewise, the yard engineer who stands for the service in yards where such road engineers are used in other than emergency, when switch engines are on duty, will be paid not less than a minimum of four hours at pro rata yard rate of pay on account of the use of the road engineer as defined above.

The wording "the yard engineer who stands for the service" as used above is interpreted to mean the yard engineer on duty who would have performed the work, i.e., the yard engineer working in the immediate vicinity or at the point involved.

6. Protection provided in May 13, 1971 Agreement in application of Article 15, paragraph 2(g) and 3(f) is as follows:

Every employee deprived of employment as the direct or indirect application of the foregoing provisions shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington agreement of May 21, 1936, except that the 60% of the average monthly compensation will be changed to 100% (less earnings in outside employment) and be extended to provide periods of payment equivalent to length of service not to exceed 5 years, and to provide further that allowances in Section 7(a) be increased by subsequent general wage increases.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article.

- B. 1. At intermediate points, where yard engines are on duty, road freight engineers shall not be required to switch. This shall not prevent road freight engineers from making pickups and/or setoffs to the extent specified in the third, fourth and fifth paragraphs of Section (I) of this article, which shall not be deemed to be switching within the meaning of this Section (B). If road freight engineers are required to do switching at intermediate points, where switch engines are on duty, except to extent provided for in this Section (B), as affected by the third, fourth and fifth paragraphs of Section (I), they shall be compensated therefore in accordance with payment provided for in Section (C) of this article. There shall be no claims from yard engineers because of such service.
2. (BLE National Agreement amended May 13, 1971).  
At intermediate points a road freight engine crew may be required to perform the following work in connection with its own train at points where yard crews or hostlers are on duty, which will not be deemed switching within the meaning of this agreement.

Make one pickup and/or setout at each point between the limits of the crew's initial and final terminals.

NOTE: The pickups and/or setouts made by road freight crews as appears in this Article shall be confined to straight pick up and set out not involving the handling of cars not in its train or to be placed in its train. Nothing in this Article shall limit carrier from requiring the use of more than one track provided the minimum number of tracks will be used and the carrier shall have the right to select the track used, and provided further that were it is necessary to use more than one such track to hold the car it is not required that any track be filled to capacity.

The foregoing provisions of this Article B(2) are not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of the May 13, 1971 National Agreement.

- C. Except to extent provided for in paragraphs 2 and 3 of Section (A), through freight engineers making up or putting away their trains, or performing switching, at initial or final terminals, where switch engines are not on duty, shall be paid separately therefore on minute basis with a minimum of one hour at pro rata rates, as per class of engine; provided, however, if road overtime accrues, computed from time required to report for duty until final relief, and this overtime at time and one-half rates is greater than the payment due for the initial and final terminal switching at pro rata rates, the road overtime will be paid and the terminal switching payments eliminated. In no case will both the arbitrary payments for switching and road overtime be made.
- D. Except to extent provided for in paragraphs 2 and 3 of Section (A), local freight engineers whose initial or final terminal is a division home terminal will, where switch engines are not

on duty, be paid at such division home terminal for making up and putting away their trains or performing switching; this payment shall be made separately at pro rata road rates as per class of engine used, with a minimum of one hour; provided, however, if road overtime accrues computed from time required to report for duty until final release, and this overtime at time and one-half rate, is greater than the payment due for the initial and final terminal switching at pro rata rates, the road overtime will be paid and the terminal switching payment eliminated. In no case will payment for both the arbitrary and road overtime be made.

Division home terminals referred to in this Section (D) are as follows:

Division	District	Terminal
Eastern	Washington Danville Albemarle-Central Albemarle-Northern Richmond	Alexandria Spencer Raleigh Norfolk Richmond
Carolina	Winton-Salem Albemarle-Western Asheville Charleston	Winston-Salem Raleigh Asheville Charleston
Piedmont	Charlotte-North Charlotte-South Columbia	Greenville Atlanta Columbia
Tennessee	Knoxville Memphis	Knoxville Sheffield
Georgia	Atlanta	Atlanta
Appalachia	Appalachia	Appalachia
Alabama	Birmingham Northern Alabama Mobile	Birmingham Sheffield Selma
Coastal	Macon-Brunswick	Macon
Western	St. Louis-Louisville	Princeton-Louisville
Crescent	AGS NONE	Birmingham Meridian

And payments as provided in said section, are to be made at such points. All other points are covered by provisions of Section (F) hereof.

NOTE to 15(B), (C) and (D):

In calculating time engaged in switching where payment is provided for under Sections (B), (C) and (D), above, it is understood that such time shall be computed as follows:

1. At initial terminal time will be computed continuously from the time reporting for duty until the switching is completed and the train coupled together; when so coupled road time will commence.
2. Final terminal switching time will be computer from time when final movement of train is completed in yarding the train until switching is completed and the crew is finally released. Payment under this paragraph 2 shall be as follows:
  - (a) Compute final delay under Article 22.
  - (b) Compute time to be paid for as switching under Article 15.
  - (c) Pay whichever is greater, the intention being that there shall be no payment for both, but one payment which shall be the larger.

E. The provisions of Sections (A), (B), (C), (D) and (I) shall apply to branch, road switcher, specified and anomalous runs listed as excepted runs in the schedule.

F. Local freight engineers running into or out of terminals (other than division home terminals named above) and mine runs, switcher helpers and road switcher engineers at all points, where switch engines are not on duty, will not be paid for work performed unless it accrues on road miles per hour basis.

NOTE 1: The word "terminals" as used in this Section (F) shall be deemed to include as a terminal within the meaning of the word as herein used the local freight trains, mine runs, switcher helpers and road switcher engineers own terminal (either initial or final), provided that such initial or final terminal of such local is not a division home terminal covered by Section (D) of this article.

NOTE 2: Where the words "when yard engines are on duty" appear in this Article they mean that such engine is working at the time, and, similarly, when the words "not on duty" appear it means that such engine is not working. It has no relation to whether or not an engine may be assigned at said point during some other part of the day.

- G. 1. At initial, final or intermediate terminals, where yard engineers have been employed and paid as such since June 1, 1928, when no yard engines are employed, and road crews are required to switch as much as 4 hours and 30 minutes in any 8 hour period for three consecutive calendar days, excluding Sundays and holidays, a yard engineer will be assigned.

2. At such points where a single shift engine is employed and road crews switch as much as 4 hours and 30 minutes in any 8 hour period, when a yard engine is not on duty, for three consecutive calendar days, excluding Sundays and holidays, a second yard engineer will be assigned.
3. At such points where two yard shifts are employed and road crews switch as much as 4 hours and 30 minutes in any 8-hour period, when a yard engine is not on duty, for three consecutive calendar days, excluding Sundays and holidays, and additional yard engineer will be assigned.
4. If a yard engineer is put on at any points under paragraphs 1, 2, or 3 of this Section (G) and the amount of switching performed by such engineer falls under the limits set forth in such paragraphs, such yard engineer, or engineers, may be discontinued.
5. When yard engineers are not assigned according to the requirements of this Section (G) hereof, the employee entitled to the work will be paid a minimum of 8 hours at yard rates for each day not so assigned.

In computing switching time under paragraphs 1, 2, 3, or 4 of this Section (G) switching service performed by switcher helpers, road switchers or mine runs shall not be considered.

- H. List of points where yard engineers are now employed or where yard engineers have been employed and paid as yard engineer since July 1, 1929.

**Virginia**

Alexandria  
 Monroe  
 Strasburg  
 Charlottesville  
 Lynchburg  
 Danville  
 \*Norfolk  
 Richmond

**North Carolina**

Spencer-Linwood	Winston-Salem
Raleigh	Charlotte
*Goldsboro	Asheville
Greensboro	Canton
High Point	Hickory
Durham	Statesville
Selma	Gastonia

**South Carolina**

Spartanburg  
 Greenville  
 Rock Hill  
 Columbia  
 Charleston

**Tennessee**

Knoxville  
 Cleveland  
 \*Chattanooga  
 Johnson City  
 Bulls Gap  
 Memphis  
 Bristol

**Georgia**

\*Atlanta  
Toccoa  
\*Augusta  
Dalton  
\*Rome  
\*Columbus  
\*Macon  
Brunswick

**Alabama**

\*Birmingham  
\*Bessemer  
Anniston  
Sheffield  
Huntsville  
Decatur  
Selma  
Mobile  
Attalla  
Tuscaloosa

**Indiana**

New Albany  
Huntingburg  
Princeton  
Evansville  
Mount Vernon  
East St. Louis

**Mississippi**

Meridian  
Laurel  
Hattiesburg  
Picayune  
Slidell

(\*Denotes yard engines joint with other system lines)

I. Conversion from through freight to local freight rates.

1. When through freight crews are required to do switching on line of road which is not incident to or a part of their train movement, they will be paid local freight rates. Picking up and setting off cars shall be considered part of their train movement. If in setting out cars crews are required to place cars at a certain point designated track for loading or unloading, local freight rates anomalous runs listed as excepted in the schedules.
2. Through freight trains will be classified before leaving terminal to extent of placing short haul cars on the head end; in so placing cars for short haul points, they shall be placed together. If through freight engineers are instructed to set cars out short of original destination, they will, if more than two setouts of such cars are made from their train, be paid local freight rates. This shall not apply to cars containing perishables which are diverted by shipper's order.

NOTE: The specification that cars for short haul points shall be placed together means that leaving initial terminal short haul cars for each destination shall be together and all short haul cars shall be placed on head end of train; it does not, however, require that such short haul

cars need be in station order. Initial terminal as used herein means within yard limit boards governing the yard from which train leaves.

3. Through freight engineers shall not be required to pick up cars between terminals other than livestock, perishable or merchandise which are not destined to or beyond final terminal or the run handling same. If required to pick up and handle cars other than those specified above, shall be paid local freight rates. Merchandise cars as referred to in this paragraph are cars loaded at freight station or team tracks and not solid cars loaded at industries. It is understood that this paragraph does not, nor is it intended to, apply to any class of freight cars going to or beyond the terminal of the run handling.
4. Except where one track will not hold the cars, unless paid local freight rates, through freight engineers shall not be required to set off cars on more than one track or pick up cars on more than one track within the same yard limits (where there are no yard limits, yard limits as used in this paragraph shall be deemed to be radius of one-half mile on each side of freight station).
5. The one track referred to above shall be computed separately as between picking up and setting off, i.e., without penalty a maximum of one track, except where one track will not hold the cars, may be used once or more in picking up, and a maximum of one track, except where one track will not hold the cars, not more than two tracks may be used for both (one for each). If the same track be utilized to both pick up and set off upon, it shall be counted as a track for each. In computing (tracks) as used in this paragraph, only the tracks upon which cars are set off and tracks from which cars are picked up shall be counted.

J. Switching new industries:  
(BLE National Agreement of May 13, 1971)

1. Where, after the effective date of the May 23, 1952 Agreement, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with either roadmen or yardmen, or both, without additional compensation or penalties therefore to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four (4) miles from the switching limits. Other industries located between the switching limits and such new industries may also be served by either road or yard men without additional compensation or penalties therefore to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes by switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.
2. When service is performed outside of switching limits by yard men under the above provisions, the yard engineer or yard engineers involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard



crew or crews outside of the switching limits in serving the industries in accordance with this rule and a statement of such time shall be furnished the BLET General Chairman by the carrier each month. The BLET General Chairman involved may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road engineers from the seniority district on which the industries are located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employee representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

3. This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed.
4. The foregoing is not intended to amend or change existing agreements involving full time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in paragraph (1) herein.

NOTE: This Article 15, in so far as it relates to yard service, constitutes an amendment to both road and yard rules.

K. Combination Road – Yard Service Zones  
(BLE National Agreement of July 26, 1978)

1. At points where yard crews are employed, combination road-yard service zones may be established within which yard engine crews may be used to perform specified service outside of switching limits under the following conditions:
  - (a) Road-Yard Service Zones for industrial switching purposes are limited to a distance not to exceed ten (10) miles, or the entrance switch to the last industry, whichever is the lesser. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.
  - (b) Within Road-Yard Service Zones, yard engine crews may be used only to meet customer service requirements for the delivery, switching, or pick up of cars which were not available or ready for handling by the road crew or crews normally performing the service or which are required to be expedited for movement into the yard before arrival of said road crew or crews. Yard engine crews may be used to perform such service without any additional compensation and without penalty payments to road crews.

NOTE: The use of yard engine crews in Road-Yard Service Zones is restricted to the specific service required or requested by the customer and they may not be used indiscriminately to perform any other additional work.

- (c) The use of yard engine crews in Road-Yard Service Zones established under this Article may not be used to reduce or eliminate road crew assignments working within such zones.
  - (d) Nothing in this Article (K) is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.
- 2. At points where yard crews are employed, combination road-yard service zones may be established within which yard engine crews may be used to perform specified service outside of switching limits under the following conditions:
  - (a) Road-Yard Service Zones for purposes of this Section (2) are limited to a distance not to exceed fifteen (15) miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.
  - (b) Within Road-Yard Service Zones, yard engine crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their final terminal without penalty to road crews. For such service yard engine crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed 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.
  - (c) Nothing in this Article (K)(2) is intended to impose restrictions with respect to handling disabled road trains or those tied up under the Hours of Service Act beyond the 15 miles road-yard service zones, established under this section where restrictions did not exist prior to the date of this agreement.
- 3. Time consumed by yard engine crews in Road-Yard Service Zones established under this Article will not be subject to equalization as between road and yard service crews and/or employees.

**ARTICLE 16**

**LIGHT ENGINES, PILOTING AND SELF-PROPELLED EQUIPMENT**

**A. LIGHT ENGINES**

1. When engineers are “run light” they will be paid through freight rates. Except that when “run light” on a passenger schedule, they will be paid passenger rates.
2. When engines are run light, with or without cabooses, over any portion of the road, a conductor will be furnished when practicable. If for any reason a conductor cannot be furnished, a flagman will be provided.

**B. PILOTING**

1. Engineers will be used as pilots when available and paid regular road rates for the service.
2. When engineers are required to run over any portion of the road with which they are unacquainted, a conductor or engineer who is familiar with the line will be furnished as pilot. Engineers acting as pilots will be paid at regular rate for trip so made. (Applicable to CNO&TP only)

**C. SELF-PROPELLED EQUIPMENT**

Engineers will not be required on self-propelled equipment such as, but not limited to, Burro Cranes, Sperry Cars, Rail Testing Machines, Inspection Motor Cars, Rail Grinders, Rail Laying Machines, Pile Drivers and any type of work/wreck cranes. (See Agreement dated April 27, 1992 – attached as Appendix)

**ARTICLE 17**

**WORK IN CONNECTION WITH ENGINES/INCIDENTAL WORK RULE**

**A. WORK IN CONNECTION WITH ENGINES (as modified by B below)**

1. On all runs on which the engineer is directed, by competent authority, to do work on his engine, he shall be paid for the time consumed at pro rata rate for the class of service in which he is employed.
2. At points under our direct control where engine house or shop organizations are maintained, men will be provided to do the necessary work on engines and equip and supply them ready for service. Engineers will not be required to take sand or make pit inspections of engines. This does not relieve engineers of the duty of seeing that engines are properly supplied and equipped for service before leaving initial station.

**B. INCIDENTAL WORK RULE**

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:

1. Handle switches
2. Move, turn, spot and fuel locomotives
3. Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts.
4. Inspect locomotive
5. Start or shutdown locomotives
6. Make head-end air tests
7. Prepare reports while under pay
8. Use communication devices; copy and handle train orders, clearances and/or other messages.
9. Any duties formerly performed by firemen.

## ARTICLE 18

### MORE THAN ONE CLASS OF ROAD SERVICE RULE

- A. Road engineers 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:

**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 for the entire day or trip.

2. Road engineers 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 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 over-time 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.

- (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 a 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.

- (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 -

The 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.

- (d) An employee in through freight service on a run of a basic day or less is on duty a spread of 12 hours, including 2 hours of another class of road service -

The 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.

- (e) An employee in through freight service on a run of 195 miles is on duty a spread of 10 hours, including 2 hours of another class of service--

The employee will be paid 195 miles or 12 hours at pro rata rate for the trip, plus two hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

B. This rule applies to:

1. Unassigned and/or assigned road service.
2. Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty.
3. Passenger service, except that helper or pusher service not a part of the regular passenger assignment, of 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. Lapback 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 allowances rules.
4. Carrier can utilize work trains in revenue service without penalty (Side Letter No. 20 – 1996 National Agreement)

D. LAPBACK MOVEMENT OR INSIDE TURN

1. Where the phrases "lapback movements" or "inside turns" are used in this agreement, the words mean the turning back of a crew for a distance of one-half mile or more in one direction.
2. The turning back of the crew must be:
  - (a) Over territory previously operated over.
  - (b) Between terminals on a straightaway run from one terminal to another terminal

or

Between terminal and turning point or between turning point and starting terminal on a turnaround run from a terminal to an intermediate point and return to the starting terminal.

- (c) For the purpose of performing additional service not a part of the continuous trip, such as returning to station last passed after departing therefrom to perform service that could have been performed before train departed from such station, thereby interrupting such continuous trip.

NOTE: Trips made for the purpose of moving tonnage in excess of the rating of the engine used is not an authorized "lapback" trip and payment is not provided for under this Article.

The provisions of this Article apply to lapback movements or inside turns in passenger service, through freight service, local freight service, and mixed service.

3. None of the provisions of this Article apply to branch line, specified or anomalous service, bona fide work or construction service trains, wrecking service, mine run service, helper service, and helper switcher service, it being recognized that in such service lapback movements or inside turns without additional payments are permissible. (It is not intended by this paragraph to change present practice of operating mine runs.)
4. When an engineer is required to make a lapback movement or inside turn to extent specified herein, compensation for such additional miles actually run, additional hours on duty and additional service performed shall all be covered in payments to be made on the following basis:

(a) Passenger Service:

2 hours and 30 minutes or less or 50 miles or less.....50 miles at through freight rate.

Over 2 hours and 30 minutes and not over 5 hours or over 50 miles and not over 100 miles.....100 miles at through freight rate.

(b) Through Freight and Mixed Service:

4 hours or less or 50 miles or less.....50 miles at through freight rate.

Over 4 hours and not over 8 hours or over 50 miles and not over 100 miles.....100 miles at through freight rate.



(c) Local Freight and Mixed Service:  
(Paying local freight rate)

4 hours or less or 50 miles or less.....50 miles at local freight rate.

Over 4 hours and not over 8 hours or over 50 miles and not over 100 miles.....100 miles at local freight rate.

When the above payments are made the time consumed in making such lapback movements or inside turn shall be deducted for the purpose of computing overtime, but miles run or paid for will not be counted for the purpose of extending the time when overtime will begin. Time engaged in making such a movement shall be computed from time such movement is actually begun until crew returns to starting point of such lapback or inside turn.

NOTE 1: When a lapback is paid for under provisions hereof, Article 18(A) will not apply because of any service performed in such lapback movement. If, on the day or trip, the crew performs other service to which Article 18(A) would apply, such Article is to be applicable but will not change the basis of payment for the lapback trip.

NOTE 2: Nothing in this Article applies to doubling hills or running for water or other service for which there is already provided a specific method of payment in the schedule.

5. If more than one lapback movement or inside turn is made on a day or trip, the additional time so worked, additional service performed, additional miles actually run shall be combined and payments made under the provisions of this Article, provided however, that in such case, the payment for all such lapback trips will be a minimum of 100 miles.
6. The provisions of this lapback Article do not relate to and shall have no application to the performance of two or more classes of service such as, but not limited to, freight crews performing a combination of freight service, helper or pusher service, work train service or wrecking service, it being agreed that in such instances the "More Than One Class of Road Service" rule, is applicable to the extent specified by the Board of Arbitration in the Decision rendered December 3, 1952.

**EXAMPLES:**

Q-1. As to lapbacks referred to in this Article does this term mean a lapback made on the main line over which the train is moving between terminal and terminal or terminal and turning point or returning from turning point to terminal.

A-1. Yes.

Q-2. Man enroute John Sevier to Asheville arrives New Line, is directed to go to Morristown and get a car and return to New Line because he is not going to Morristown.

A-2. This being a side trip it is not covered by this Article.

Q-3. Man operating between Oakdale and Knoxville arrives at Clinton, Tenn., is directed to go to Lake City and return to Clinton, Tenn., 20 miles, and go to destination.

A-3. Same as Question 2.

Q-4. Is Article 16 affected by this Article?

A-4. No.

Q-5. Where a train pulls a draw head, puts part of his train in siding, returns and chains up, is lapback involved?

A-5. No lapback is made.

Q-6. In the same illustration train goes into or out of home terminal.

A-6. Schedule rules as to operating into and out of home terminal would apply.

Q-7. At an intermediate point, crew returns over main line within yard or station limits, a distance of more than one-half mile in one direction, to pick up car. Is this a lapback movement?

A-7. No.

Q-8. Continuous trip of crew making straightaway run from Alexandria to Monroe is interrupted at Orange where engine is cut off and another train assisted Orange to Montpelier. Crew returns to Orange and continues trip to Monroe. Was the movement Orange to Montpelier and return deemed to be a "lapback movement" or "inside turn"?

A-8. No. This will be a case of a crew performing more than one class of service.

Q-9. Continuous trip of crew making straightaway run from Birmingham to Atlanta is interrupted at Bremen where engine is cut off and crew returns to Tallapoosa to pick up car for movement to Atlanta. Car is picked up and crew returns to Bremen where train is picked up and trip continued to Atlanta. Was the movement from Bremen to Tallapoosa and return considered a "lapback movement" or "inside turn"?

A-9. Yes, see paragraph D(1) & (2).

Q-10. Train on turnaround basis has reached its turning point and is sent to an intermediate point and returns to its turning point and proceeds back over same territory to original starting point, is such a movement "lapback" or "inside turn" within the meaning of this Article?

A-10. No, see paragraph D (2)(b). Schedule rules will govern.

## ARTICLE 19

### ENGINE EQUIPMENT

#### A. 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. (See Side Letter #10 of 1986 National Agreement)

#### B. WATER COOLERS AND ICE

Water coolers with dust proof tops and equipped with a faucet will be provided on all engine consists and ice will be furnished in quantities sufficient to last until the completion of the usual trip.

#### C. EQUIPMENT

Openings in locomotive cabs will be closeable and maintained in proper working order. Hoods (awnings) will be provided over engineer's cab window and necessary comfortable seats and arm rests provided. During winter months, engine cab will be equipped with heater to keep the cab comfortable.

#### D. RADIO -TELEPHONES

It is recognized that the use of radio/telephones or comparable equipment is part of the engineer's duties without arbitraries or additional payment. However, his duties and responsibilities shall be pursuant to the operating rules or special instructions and any applicable Federal and State regulations the same as other operating employees.

(See also Article 17B8 - Incidental Work Rule)

## ARTICLE 20

### PERSONAL LEAVE DAYS

- A. 1. Engineers in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave day(s) on the following graduated basis subject to the limitation contained in Section 2, below:

<u>Years of Service</u>	<u>Personal Leave Days</u>
Less than 5 years	3 days
Five years and less than 10 years	5 days
Ten years and less than 15 years	7 days
Fifteen years and less than 20 years	9 days
Twenty years or more	11 days

2. The number of personal leave days each road freight service engineer is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of road and/or yard seniority rights. Once an engineer has reached the maximum of 11 days under this or any other agreement, he will not be entitled to any additional paid holidays or personal leave day(s) in that calendar year.

If an engineer takes any of his personal leave days before his service anniversary date, in a year in which his entitlement will increase, he may take up to the number of leave days he is entitled to prior to his anniversary date and then take the additional days that he is entitled to after his service anniversary date.

3. Personal leave day(s) may be taken upon 24 hours' advance request to an appropriate Carrier Officer and shall be granted consistent with the requirements of the service. The Carrier has the option of granting personal leave days with less than 24 hours' notice. The engineer will be paid one basic day at the rate of the last service performed for each personal leave day(s).
4. Personal leave days may be scheduled or allowed to start on other than a work day of engineer's position and when personal leave days begin, they will be taken consecutively.

Personal leave days for extra board engineers and those in Pool Freight Service will begin when they otherwise would have been called or at 12:01 a. m. on date scheduled. Personal leave days paid for will be counted as qualifying days for vacation purposes.

- B. 1. Engineers receiving yard rate of pay will be permitted to convert a day of holiday pay to a personal leave day, provided the engineer works on the holiday, and meets the qualification for holiday pay.

2. On yard rated assignments that are laid-in or observing rest days, engineers will not gain entitlement to the option to convert the holiday pay to a personal leave day.
  3. The parties agree that the provisions of this Article 20(B) will be jointly reviewed for a period of thirty (30) days beginning April 1, 2009. Subsequent to that joint review either party may serve written notice to cancel Article 20(B). If Article 20(B) is not cancelled at this time, it remains in effect in accordance with the terms of the agreement.
- C.
1. Any personal leave days that are due, but not taken, may be carried over and accumulated up to a maximum of 30 days.
  2. An active engineer in good standing or an engineer whose employment status has been terminated may elect to receive payment for all or any portion of the personal leave days referred to this Section C (1).
  3. Requests by active engineers in good standing for payment for some or all of their accumulated personal leave days will be submitted in writing. Such payment will be based on the basic daily rate of pay for the service rendered by the engineer on or immediately preceding the date on which claim for the payment is made.
  4. In the event of the death of a locomotive engineer, the personal leave days referred to in this Section C (1) above will be paid to his or her estate.

**PERSONAL LEAVE DAYS  
QUESTIONS AND ANSWERS**

- Q-1: If an engineer with more than five years and less than ten years of service, who is entitled to five personal leave days a year (receives or could have received 6 paid holidays but did not qualify due to unavailability on qualifying day or days), goes to road service, which does not qualify for holiday pay, would he be entitled to five personal leave days?
- A-1: Yes, but he could not get more than eleven personal leave days and holidays through the combination of the two.

\* \* \* \*

- Q-2: In the event the same engineer, who qualified for and who is entitled to five personal leave days, works a yard job or a road job qualifying for holiday pay and earns seven paid holidays and then takes a job that does not qualify for holiday pay, how many personal leave days would he then be entitled to?
- A-2: Four.

\* \* \* \*

Q-3: In the case of a 20-year engineer working the first part of the year on freight trains not covered by holiday pay, and during such time uses all eleven days of his "personal leave," then goes to a road freight run covered by Holiday Pay Rules, or yard service covered by Holiday Pay Rules, what is his eligibility for holiday pay?

A-3: He would not be eligible for holiday pay, as he used his maximum eleven days for the year, and no more holiday-pay days would be due; similarly, if he used five days of personal leave, he would only be eligible for the six holiday-pay opportunities the remainder of the year, i.e., in no event can an engineer accrue more than eleven days' personal leave or holiday pay in combination.

\* \* \* \*

Q-4: If a passenger service engineer, where no holiday pay applies, or a yard service employee, goes into freight service where the personal leave days apply, is he eligible for such days when in freight service?

A-4: Yes, after the engineer has made one or more trips in freight service.

\* \* \* \*

Q-5: An engineer who will have five years of service on August 1, 1992, takes three personal leave days prior to that date. Is he entitled to an additional two personal leave days after August 1, 1992?

A-5: Yes.

\* \* \* \*

Q-6: Can an engineer on a combination road/yard extra board take personal leave days?

A-6: Yes, but he cannot get more than 11 personal leave/holidays through a combination of the two.

\* \* \* \*

Q-7: When personal leave days have begun, how will they be computed?

A-7: Consecutively on calendar-day basis.

\* \* \* \*

Q-8: Does this Agreement preclude the payment of time and one-half for service actually performed on a holiday by an engineer who has previously taken a combination of eleven (11) holiday/personal leave days?

A-8: No, provided he is otherwise qualified for time and one-half payment for service performed on a holiday under the National Holiday Rule.

\* \* \* \*

Q-9: If an engineer carries over personal leave days, will such employee be permitted to take his personal leave days even though he is holding, at that time, an assignment covered by the National Paid Holiday Rules?

A-9: Yes.

## ARTICLE 21

### REST AND HOURS OF SERVICE LAW

#### A. REST

Engineers may claim ten hours rest after they have been on duty ten hours and completed their runs. Engineers must take and will be given ten hours rest after they have been continuously on duty twelve hours, whether they have completed their runs or not, except in cases in which under the Hours of Service Laws they are allowed to work more than twelve hours, provided, that when they have been on duty twelve hours they may claim rest whether they have completed their runs or not, if they so desire.

#### B. METHOD OF PAY UNDER HOURS OF SERVICE LAW

1. Except as provided in Paragraph (2) and the exception under Paragraph (6) employees in train service will not be tied up unless it is apparent the trip cannot be completed within the lawful time, and not then, until after the expiration of ten hours on duty, under the federal law, or within two hours of the time limit provided by state laws, if state laws govern.
2. If employees in train service are tied up in a less number of hours than provided for in the preceding paragraph, their time will be computed up to expiration of ten (10) hours after reporting for duty and they will again be considered as on duty and under pay beginning at the expiration of their rest period computed from the time they were actually relieved.

NOTE: It is agreed that the provisions of this rule will be considered inapplicable unless a rest period of eight hours or more be afforded, and that where relief is less than eight hours, time will be computed under other applicable rules of the schedule. In other words, if relieved prior to expiration of the tenth hour and given as much as eight hours rest, rule will be applied and time computed up to the expiration of the 10th hour and, as provided in the rule, he will again go on duty and under pay at the expiration of his rest period, computed from the time actually relieved.

3. When employees in train service 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 any member of the road crew, provided the longest period of rest required by any member of the crew, either eight or ten hours, shall be the period of rest for the entire crew.



4. Continuous trip will cover the movement, straightaway or turnaround, from initial point to the destination train is making when required to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.
5. Employees in train service, tied up under the law, will be paid continuous time from initial point to tie-up point. When they resume duty on a continuous trip, they will be paid from tie-up point to terminal on the following basis: For fifty (50) miles or less, or four (4) hours or less, fifty (50) miles pay; for more than fifty (50) miles and up to one hundred (100) miles, or over four (4) hours and up to eight (8) hours, one hundred (100) miles pay; over one hundred (100) miles, or over eight (8) hours, at schedule rates. It is understood that this article does not permit engineers to be run through terminals unless such practice is permitted under the schedule.
6. Employees in train service tied up for rest under the law and then towed or deadheaded into terminals, with or without engine or caboose, will be paid therefore miles or hours, whichever is the greater from the tie-up point to the next tie-up point, or the terminal, the same as if they had run the train to such terminal.

NOTE: It is agreed that the phrases "tied up" and "tied up for rest" mean tied up for rest for the required statutory period, eight or ten hours, as the case may be, under the Hours of Service Law. Therefore, if crew is tied up for less than the statutory rest period, continuous time will apply.

#### C. EXCEPTION

1. When the line is obstructed by wrecks, washouts, or similar emergency, the foregoing regulations governing the method of pay under the Hours of Service Law will not apply; crews may be tied up for rest and the time deducted with the understanding that payment will be made for not less than a minimum day up to point tied up and that the crew shall be considered as again on duty and as commencing a new day upon the expiration of eight (8) hours from the time relieved at tie-up point, or at the time of again going on duty if required to report earlier.

NOTE: An engine failure to the extent that it cannot move itself, thereby blocking the main line, constitutes an emergency within the meaning of this exception.

2. Employees in train service tied up in obedience to law will not be required to watch or care for engines or perform other duties during the time tied up.
3. The carrier will provide meal allowance, lodging and transportation, if necessary, to crews released on line-of-road for four hours or more under the Hours of Service Law.

4. Switch engineers required to work twelve hours will resume work when their rest is up under the federal law, and then be permitted to work eight hours, or paid therefore provided such day is not the employee's assigned off day.

## ARTICLE 22

### LODGING AND MEAL ALLOWANCE

#### A. LODGING

1. When carrier ties up a road service crew, including crews on work, wreck, and construction train (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each engineer so tied up shall be provided suitable lodging at carrier's expense.
2. Extra engineers filling temporary vacancies at outlying points shall be provided with suitable lodging at Carrier's expense subject to the following conditions:
  - (a) The outlying point must be either 30 miles or more from the terminal limits of the location where the extra list from which called is maintained, or 60 miles or more from the reporting point of the extra list from which called.
  - (b) Lodging 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.

#### **EXAMPLES:**

1. Extra engineer sent to an outlying point, which is more than 30 miles from terminal limits as in paragraph (a) above and is held more than four hours in advance of the time he is needed to fill the vacancy, shall under these circumstances be furnished lodging only when to be held for more than one tour of duty.
2. Extra engineer who has been relieved after completing last tour of duty at an outlying point but deadhead trip to his terminal does not commence for more than four hours after being released shall be furnished lodging.
3. Extra engineer or engineer who is a member of a road service crew tied up for four hours or more as shown in (1) and (2) above shall be furnished lodging, however, if tied up for twenty-four hours additional day's lodging will be furnished.

NOTE (1): An allowance of \$2.00 in lieu of providing lodging will be paid only if it is not reasonably possible for carrier to furnish lodging.

NOTE (2): Suitable lodging shall consist of the following:

- a. Single occupancy bedrooms equipped with comfortable beds.

- b. Accommodations will be air-conditioned.
    - c. Central bath and toilet facilities, with necessary supplies, will be provided on each floor.
    - d. Clean linens will be furnished and changed by other than employees after each occupancy.
    - e. Reading room, separate from the other facilities, equipped with ample lighting and comfortable chairs, will be provided.
    - f. Adequate facilities and space for the preparation and eating of light meals will be provided.
  - 4. It is understood that these employees will not be on duty and under pay during the period of transportation and they will not be covered by the present off track vehicle insurance agreement.
  - 5. While housed in public facilities, it is understood that:
    - (a) The cost of any personal hotel services (such as personal telephone calls made by employees from their hotel rooms) must be borne by the employee.
    - (b) If an employee is refused admittance by the hotel management to the hotel because of former misconduct at that lodging facility, the Carrier's obligation to the employee has been satisfied during the period such admittance is refused.
  - 6. The Brotherhood of Locomotive Engineers and Trainmen recognizes the right of the Carriers to determine whether they will provide dormitories or use commercial hotels or motels to satisfy the requirement of their obligations to provide suitable lodging for engine service employees at any point. However, the interested General Chairmen of the Committees signatory to this Agreement will be afforded an opportunity to review and discuss with the Carriers all such plans regarding their constituting suitable lodging prior to the start of construction of any new dormitory or move to a different commercial hotel or motel.
  - 7. The Carriers will furnish suitable lodging to crews on work, wreck and construction trains. This will not affect or prejudice the application of any other rules (such as away-from-home terminal rules, deadheading rules, rules affecting outlying point, etc).
- B. MEAL ALLOWANCE
- 1. When carrier ties up a road service crew, including crews on work, wrecker and construction trains (except short turnaround passenger crews), or individual members

thereof, at a terminal (as defined in Paragraph 2 of this Article 22 (B) 2 other than the designated home terminal for four (4) hours or more, each engineer so tied up shall receive a meal allowance of \$9.00, and if held an additional 8 hours an additional \$9.00 meal allowance will be provided.

2. Extra engineers filling temporary vacancies at outlying points who meet the criterion as outlined in paragraphs (a) and (b) of Article 22 (B) 2 shall if held for four (4) hours or more receive a meal allowance of \$9.00. If held an additional (8) hours an additional \$9.00 meal allowance will be paid.
3. The enhanced away from home meal allowance provided in this Article is subject to the opt-out provision of Article I, Section 5 and Side Letter No. 1 of the Agreement dated November 1, 2003.

### **EXAMPLES**

1. Extra engineer sent to an outlying point which is more than 30 miles from the terminal limits as outlined in Paragraph (a) of Article 22 (B) 2 and is held more than four (4) hours in advance of the time he is needed to fill the vacancy shall receive a meal allowance of \$9.00.
2. Extra engineer sent to an outlying point and is held for more than four (4) hours following a tour of duty at an outlying point for another tour of duty shall receive a meal allowance of \$9.00. If held an additional eight (8) hours an additional \$9.00 meal allowance will be paid.
3. Extra engineer who has been relieved after completing last tour of duty at an outlying point but deadhead trip to his terminal does not commence for more than four hours after being released shall receive a meal allowance of \$9.00.
4. Extra engineers or an engineer who is a member of a road service crew after being tied up twelve hours or more has been allowed two meal allowances and he then performs an additional tour of duty and is again tied up would receive a meal allowance of \$9.00 when tied up more than four (4) hours and if held an additional eight (8) hours, an additional \$9.00 meal allowance will be paid. It is understood that only two meal allowances will be paid when tied up between tour of duty at an away-from-home terminal (outlying point) in excess of twelve (12) hours.

## ARTICLE 23

### STARTING TIME

- A. Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least 48 hours advance notice. Practices as to handling of transfer crews are not affected by this section.
- B. Where three 8-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 p.m.; and the third, 10:30 p.m. to midnight.
- C. Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Section B.

#### INTERPRETATION:

To be "three 8-hour shifts or two shifts worked in continuous service," as referred to in Sections (B) and (C) respectively, above, crew assignments must be coupled, that is, one relieve the other without intermission.

- D. Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 a.m. and 10:00 a.m., and the second not later than 10:30 p.m.

#### INTERPRETATION:

Agreed this paragraph is hereafter to be interpreted as applicable only at points where two and not more than two shifts are worked and crew assignments are not coupled so that one relieves the other without intermission. At such points 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 shift between the hours of 6:30 a.m. and 10:30 p.m.

- E. Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Section B or D.

#### INTERPRETATION

An independent assignment is one not related by starting time to any other assignment (as distinguished from those assignments which are coupled as described in the interpretation under Sections B and C hereof and this regardless of the character of service performed. The language "during one of the periods provided in Section B or D," shall hereafter be interpreted to mean that a yard engine in independent assignment may be started between 6:30 a.m. and 8:00 a.m.; 2:30 p.m. and 4:00 p.m.; 10:30 p.m. and 12 midnight, or between 8:00 a.m. and 2:30 p.m., and independent assignments will not be started between 4:00 p.m. and 10:30 p.m. or between 12 midnight and 6:30 a.m.

It is further understood and agreed that, subject to the note under Section F hereof, all regularly assigned yard crews other than those whose assignments are coupled under Section B or Section C, or operated as two shifts not in continuous service under Section D, will be deemed to be independent assignments.

NOTE: Independent yard assignments may be required to perform general yard switching without additional compensation. Regular assigned yard assignments will not be annulled as a result of the application of this understanding. (Side Letter No. 14, May 1, 1996 BLET National Agreement)

- F. It is hereby agreed that extra engines may be started in any of the periods mentioned in Section B or C and may be also started at any time between 8:00 a.m. and 2:30 p.m.; in other words may be started between 6:30 a.m. and 4 p.m., or between 10:30 p.m. and 12 midnight; except in emergency, may not be started at other hours. Emergency shall be considered as applicable to engines called because of service necessitated by wrecks, washouts, or similar occurrences on line of road or in yards. If an extra engine be called between 4 p.m. and 10:30 p.m. or between 12 midnight and 6:30 a.m. when not occasioned by such emergency, time shall be computed and paid for as though service had commenced at 4 p.m. or 12 midnight as the case may be.

If such extra engine is started between 4 p.m. and 10:30 p.m. or between 12 midnight and 6:30 a.m., except in emergency, it shall not be permitted to work after 12 midnight or 8:00 a.m., as the case may be.

The service in question will be paid for as follows: On minute basis at pro rata rate for the time between 4 p.m. and 12 midnight, as the case may be, and the time actually reporting for duty, and, in addition a minimum day's pay at pro rata rate for time between time of actually reporting for duty and time of relief, i.e. 12 midnight or 8 a.m., as the case may be.

Understood the above shall not be applicable to extra engines called to service perishable boat traffic at deepwater terminals; such extra engines may be started at any time.

NOTE: Understood that "extra engines" as used in Section F hereof means an engine which is not started within one (1) hour and thirty (30) minutes of the same time for more than five (5) consecutive days; if started for more than five (5) days, as above, shall be considered and bulletined as an independent assignment and started within the hours named herein for starting independent assignments.

Agreed that effort will be made to avoid starting extra engines at odd times, this to the end that as many engines may be operated as regular three shift engines, or two shift engines, or independent assignments, as may be reasonable and practicable in the light of service requirements.

NOTE: Extra board engineers must be available for all engineer assignments protected by the extra board. (Side Letter No. 15, May 1, 1996 BLET National Agreement)

- G. At points where only one yard crew is regularly employed, they can be started at any time, subject to Section (A).
- H. 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.

I. YARD SERVICE – BASIC DAY

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

J. MINIMUM BASIC DAILY RATES IN YARD SERVICE

The minimum rates for engineers used in all classes of service paying yard rates shall be the rates presently applicable to the weight-on-drivers bracket 450,000 and less than 500,000 pounds.



**ARTICLE 24**

**WEEKEND AND HOLIDAY DIFFERENTIAL**

- A. 1. Effective October 1, 2003, a thirty dollar (\$30.00) per trip allowance will be payable to engineers operating in through freight service and a seven dollar (\$7.00) per trip allowance will be payable to engineers operating in other than through freight service who go on duty:
  - (a) Between 12:00 a. m Friday and 11:59 p. m. Sunday during any calendar week; or
  - (b) Between 12:00 a. m. and 11:59 p. m. on any of the eleven (11) recognized holidays.
- B. 1. There will be no duplication or pyramiding of allowances through the application of Section A above.
- 2. The provisions of this Article 24 are subject to the opt-out provisions of Article I, Section 5 and Side Letter No. 1 of the Agreement dated November 1, 2003.

**ARTICLE 25**

**OVERTIME - YARD**

**A. REGULARLY ASSIGNED MEN**

Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights from one assignment to another, all time worked in excess of 8 hours of 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.

This rule applies only to service paid on the hourly or daily basis and not to service paid on mileage or road basis.

**B. EXTRA MEN**

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

In application of this rule, the following shall govern:

1. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.
2. A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service" as used in this paragraph (2), shall not apply to employees paid road rates, but governed by yard rules.)
3. Where an extra man commences work on a second shift in a 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.

4. An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.
5. Except as modified by other provisions of this rule, an extra employee working 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 districts 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: This rule shall not affect existing rule in the schedule relating to service performed on a succeeding trick when an employee's relief fails to report at the fixed starting time.

## ARTICLE 26

### YARD ASSIGNMENTS

#### A. SIX OR SEVEN DAY WORK WEEK

1. 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 8 hours' work.
2. It is understood that yard runs operating either six or seven days will be shown in bulletin as runs to operate six days or more. Such bulletining will not, however, operate to prevent the management from cutting the engine off for one or more days when in its judgment conditions warrant.
3. At locations where six and/or seven day work week is in effect and where, with substantial regularity, there are only five days of work per week for a particular assignment, the carrier may establish such assignment for five days per week, and thereafter the yard engineers filling such assignment, either the regularly assigned engineer, or an extra engineer, will be paid the five-day week yard rates for service performed on the five days included in such assignment. Service on shifts or on days not included in the assignment will be paid for on the basis and at the rate applicable to the service performed. Rules guaranteeing more than five days per week on yard assignments are hereby modified on assignments established by this Article. Nothing in this Article shall be construed to create a guarantee, or to change or modify rules or practices dealing with the carrier's right to annul assignments. Assignments established under the terms of this Article shall be bulletined and shown as established under this Article.

Engineers filling such assignments will be paid the five-day week yard rates for service performed on any of the five-days scheduled in the bulletined assignments. Service required on the sixth and/or seventh days of such jobs will be paid for at the straight-time rates specified for six or seven-day assignments on the basis of the service performed, and the engineer regularly assigned thereto will be used on such sixth or seventh day.

Should service on any bulletined five-day assignment be curtailed for one day or more, engineers assigned to such runs shall have the privilege, if they so elect, of exercising seniority.

Should a regular five-day assignment be changed to a regular six or seven-day assignment, this shall be considered a change in conditions and bulletin posted accordingly, and the basis of payment will be the rate specified for six or seven-day assignments.

4. Should service on any regular six or seven-day assignment be curtailed more than one day in a calendar week, the engineer assigned thereto, after losing the first such day and upon being notified that the assignment is to be curtailed a second day in the calendar week, shall have the privilege of exercising seniority, if he so elects, provided he gives notice prior to calling time for the assignment on which he desires to exercise seniority.

NOTE: Understood, for the purposes of this rule, "calendar week" means 12:01 A.M. Sunday through 12:00 midnight Saturday.

**B. FIVE-DAY WORK WEEK**

The following five-day work week agreement shall be controlling for yard engineers at locations where by separate agreement the five-day work week has been established. On seniority districts where the five-day work week is not in effect, yard engineers will not be governed. These rules to apply only after agreement between the parties to establish the five-day work week.

1. Beginning on the date this agreement becomes effective on any yard or yards (by agreement between the parties) the provisions of Article 26(B) will apply as outlined below by the adoption of the following five-day work week rules. Such rules take precedence over, supersede, and amend all schedule rules and agreements to the extent provided therein.

NOTE: Due to the necessity of changing existing assignments to conform to the five-day work week provided for herein, the Carrier will, prior to the effective date of the five-day work week, post notices or bulletins listing the days off of regular assignments and advertising regular relief assignments.

The changes as enumerated above shall begin on the effective date of the five-day work week, and employees may exercise seniority rights to select the assignment of their choice.

After assignments as referred to above have been made, changes thereafter shall be made in accordance with schedule bulletin rules. If it is desired to change the "off days" of a regularly assigned man, or a regularly assigned relief man, this may be done by bulletin announcing the change without readvertising.

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.

NOTE: In order that no question will arise as to the application of Section 2 the rule is clarified by setting out herein that the "off days" of a regularly assigned man or a regular relief man are the sixth and

seventh days of his work week except in cases where men have non-consecutive "off days" as provided in Section 4 of this agreement, in which case one of the non-consecutive rest days will be designated as the seventh day of his work week.

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 employees when not protected in the foregoing manner. (This does not disturb rules or practices involving the use of emergency men or unassigned employees.) 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 employee or employees 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 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 employee or employees they are relieving.
- (c) After the starting times and days of service have been established changes therein may be made in accordance with schedule or bulletin rules, except as herein provided.
- (d) Rules providing for assignments "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 Agreement, regular relief assignments shall be established in conformity with rules in agreements or practices in effect governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

NOTE 1: The following shall apply when assignments are abolished:

- a. If an assignment is abolished on a day on which a relief man is assigned to relieve the regular man, such abolishment automatically abolishes the assignment of the regularly

assigned man, as well as the regularly assigned relief man, and the man affected may exercise his seniority rights in accordance with the rules.

- b. If an assignment is abolished on a day which a regular relief man is not assigned to relieve a regularly assigned man, such relief man is not affected and will continue to work on his regular relief assignment until 12:01 A.M. of a day on which he is assigned to relieve the regularly assigned man whose assignment is abolished. Except as provided below, a relief man may exercise a displacement right as of 12:01 A.M. of the day on which he is assigned to relieve the regularly assigned man whose assignment is abolished.
- c. If, prior to the date on which the regular relief man is assigned to relieve a man whose assignment is abolished, arrangements can be made so as to utilize for regular relief purposes such relief man on the date on which his assignment would otherwise be abolished, this may be done, without rebulletining. Notice will be given a relief man of the substituted assignment to be filled by him on the date involved, and his assignment will continue, as amended, unless and until abolished or otherwise changed.

NOTE 2: The following shall apply when assignments are annulled:

- a. In event a regular assignment is annulled for one day or more, the yard engineer regularly assigned to work such job on the day, or days, will be given at least six (6) hours' notice prior to the starting time of the assignment.
- b. In event a yard assignment is annulled for one or more days other than a holiday, the yard engineer regularly assigned to work such job on the day, or days, on which it is annulled, may, if he so desires, exercise his seniority by temporarily or permanently displacing a junior man (except a man assigned on the extra board) provided he does so at least three hours prior to the on duty time of the assignment on which he makes the temporary displacement.

When a yard engineer exercises seniority as provided above, and it is a temporary displacement only for the day or days on which his assignment is annulled, it will be the employee's responsibility to notify the caller that the displacement is temporary.

- c. In event a yard assignment is annulled for any of the holidays enumerated in the effective holiday agreement, the yard engineer regularly assigned thereto cannot exercise his seniority - he must lose that day. (If he qualifies under the rules, he will be allowed holiday pay.)

When any of the holidays enumerated in the effective holiday agreement fall on Sunday, the day observed by the National shall be considered the holiday.

- 4. (a) Accumulation - Agreements may be made to provide for the accumulation of off days over a period not to exceed five consecutive weeks.
- (b) Days Off - In cases where off day (or days) 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, such day or days may be filled by using the regular men and be paid for at straight-time rate.

NOTE: In the application of the above, the following shall apply.

In cases where off day (or days) is to be filled which cannot be made a part of a regular assignment at a point where yard engines are worked but extra board is not maintained, such day (or days) shall be filled as follows:

- a. At points where there are two or less six-day assignments:
  - (1) By using the regular men to perform work during the hours of their regular assignment for six (6) days a week at the straight-time rate.
- b. At points where there are two or less seven-day assignments:
  - (1) By using the regular men to perform work during the hours of their regular assignment seven (7) days a week at the straight-time rate for a period of five consecutive weeks. Every sixth week such men will be relieved for a period of seven consecutive days and such vacancy will be filled by an extra engineer at the straight-time rate.
- c. At points where there are two six-day and one seven-day assignments, the provisions of Paragraph (1)(a) of this NOTE shall be applicable to the six-day assignments and the provisions of NOTE (2)(a) shall be applicable to the seven-day assignment.



It is further understood that representatives of Management and Organization may, by mutual agreement, depart from the above procedure at such points where conditions may justify.

- (c) Non-Consecutive Days - Subject to Sections 1 and 3 of this agreement, if the Superintendent (or his representative) and the Local Chairman fail to agree upon the establishment of non-consecutive off days at any point, the Carrier may nevertheless establish non-consecutive off days subject to the right of the employees to process the dispute as a grievance or claim under the rules agreement.

5. Regular Employees

- (a) Existing rules which relate to the payment of daily overtime regular assigned employees and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief men, except that work performed by regular assigned relief men on their regular relief assignments shall be paid for at the straight-time rate.
- (b) Regular assigned yard service employees 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:
  - i. As provided in Section 4(a) and (b);
  - ii. When changing off where it is the practice to work alternate days and nights for certain periods;
  - iii. When working through two shifts to change off;
  - iv. Where exercising seniority rights from one assignment to another;
  - v. 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 is paid to an employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight-time eight-hour shifts referred to in this paragraph (b).

- (c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid at straight-time rate for work referred to in Paragraph (b) of this Section 5, be utilized in computing the five straight-time eight-hour shifts referred to in such Paragraph (b) of this Section 5, nor shall time paid for, where required by schedule rules, in the nature of arbitraries or special allowances, such as attending court, inquests, investigations, 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.

6. Extra Employees

- (a) Existing rules which relate to the payment of daily overtime for extra employees and practices thereunder are not changed hereby. Any shift in yard service in excess of eleven straight-time shifts in yard service in a semi-monthly period will be paid for at time and one-half rate.
- (b) In the event an additional day's pay is paid to an extra employee 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 employees in the application of this Section 6.

NOTE 1: It is recognized that the carrier is entitled to have an extra employee 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 Article 25(B). Extra men who have worked eleven straight-time shifts in yard service in a semi-monthly period 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.

INTERPRETATION:

"Semi-monthly period" as used in above paragraph (1) and NOTE 1 means the first period of a month from 12:01 A.M., 1st, to 12:01 A.M., 16th and the second period of a month from 12:01 A.M. 16th to 12:01 A.M., 1st of the following month.

NOTE 2: The above rules in Section 6 Extra Employees are applicable in the event an extra board is maintained.

7. Vacation - Beginning on the date the five-day work week becomes effective in any yard or yards the computations of basic day provisions of the second paragraph of Section 1(a), 1(b) and 1(d) of the Vacation Agreement shall apply in such yard or yards.
8. Nothing in this Agreement shall be construed to create a guarantee of five days per week.
9.
  - (a) All regular or regular relief assignments for engineers in yard, transfer, and belt line service, or combinations thereof, represented by the Brotherhood of Locomotive Engineers and Trainmen, will be for a work week of five basic days. Except as otherwise provided in this Agreement, the work week will consist of five consecutive days with two days off in each seven. The foregoing work week rule is subject to all other provisions of this Agreement.
  - (b) An employee 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 employee working more than five days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight-time rate.
  - (c) A regular assigned employee 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 "NOTE 1" under Section 6 of this Agreement.
  - (d) An employee who leaves an extra board for a regular or regular relief assignment will take the conditions 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 paragraph (a), (c) and (d) of this Section and excluding the exceptions from the computations provided for in Section V, paragraphs (b) and (c):

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

Extra employees will not be permitted to work more than eleven straight-time eight-hour shifts in a semi-monthly period; in service covered by this Agreement.

NOTE 1: The provisions of paragraphs (c) and (d) are applicable only in the event an extra board is maintained.

NOTE 2: At locations where road and yard engineers' seniority consolidation exists the following procedure will be used in filling vacancies in yard engineer service:

First: From the yard engineer extra board.

Second: From the ranks of demoted yard engineers.

Third: By a demoted road engineer who is qualified for yard service and has DUAL RIGHTS.

Fourth: The senior yard engineer whose off day is that day, who has made written application for such extra work and whose regular assignment is on the shift on which the vacancy exists, will be used. If none available thereon, the senior available yard engineer on a succeeding shift will be used, provided he has made written application for such extra work.

Fifth: The first out road extra board engineer who is qualified for yard service and has DUAL RIGHTS.

The term DUAL RIGHTS means all employees entering the service as engineers after the date the road and yard seniority rosters were combined.

NOTE 3: At locations where a consolidated road and yard engineer seniority is not in existence the following procedure will be used in filling vacancies in yard engineer service:

First: From the yard engineer extra board.

Second: From the ranks of demoted yard engineers.

Third: The senior yard engineer whose off day is that day, who has made written application for such extra work on whose regular assignment is on the shift on which the vacancy exists, will be used. If none available thereon, the senior available yard engineer on a succeeding shift will be used, provided he has made written application for such extra work.

In applying the provisions of this Article 26(B), Section IX - NOTE 2 and 3, if no men are available, past practices heretofore in effect will be followed.

Written requests for extra work may not be withdrawn for a period of thirty (30) days. Notice of withdrawal must be in writing. In the event a yard engineer serves written notice canceling request for such extra work, he cannot reinstate request for such extra work within less than thirty (30) days.

Regularly assigned relief men who file written request for such extra work may be used for such service on any shift or shifts included in their regular relief assignment. "Shift" means the hours referred to in the starting time rule, i.e. First Shift, 6:30 a.m. to 8:00 a.m.; Second Shift, 2:30 p.m. to 4:00 p.m.; and Third Shift, 10:30 p.m. to 12:00 midnight.

If a vacancy occurs or a need for a yard engineer occurs after calling time, effort will be made to contact the senior man entitled to work under the above; if he is not available, any man who has filed written application for such extra work may be used, or the past practices in effect may be followed.

10. Except as modified by Article 5 of this Agreement; It is further agreed that the following rule with respect to adjustment of yard engineers' extra boards, where maintained, is adopted:
  - (a) Extra board men will work first-in first-out, except as hereinafter provided. When necessary to reduce the extra board in accordance with this rule, the youngest man or men in point of service will be taken from the board.
  - (b) When an extra man first-out on the extra board has completed eleven straight-time days in a semi-monthly period, but there is an extra man below him on the board who has not made eleven straight-time days in such period, the latter man will be used by running him around the first-out man. The same conditions to apply to other men on the extra board who have made eleven straight-time days. They will hold their rotating positions on the extra board and be eligible for call when all men on the board have made eleven straight-time days.
  - (c) Except where there are four (4) or less men on an extra board, no reduction in the number of engineers on the yard extra board will be made so long as engineers on the extra board are averaging the equivalent of twenty (20) days per month.
  - (d) Except where there are four (4) or less men on an extra board, engineers will be added to the extra board in the order of their seniority when the extra board engineers average the equivalent of twenty-three (23) days per month.
  - (e) The following regulation will apply with respect to further additions to the working list:

Sufficient number of engineers will be assigned to the yard extra board to keep the mileage, or equivalent thereof, within the limitations of twenty (20) and thirty-five (35) days per month.

- (f) When the board calls for four (4) or less men, the number of men to be carried on the extra board will be in conformity with the following Table:

Average Equivalent Extra Board Days During Preceding <u>Semi-Monthly Period</u>	Number of Men To Be Carried <u>On the Board</u>
10-15	1
16-25	2
26-34	3
35-45	4

- (g) Notwithstanding the above provisions, when a yard run (or runs) is put on, an additional engineer may be placed on the extra board for each such run at the time such run (or runs) is bulletined. When such run (or runs) is abolished, the extra board will be adjusted accordingly.

When engineers are added as provided above, the days made during the bulletin period of such run (or runs) will be excluded from the total days in adjusting the extra board for the succeeding period.

In applying this Paragraph (g), consideration will be given to the needs of the service before extra engineers are added as herein provided.

This Agreement supersedes and cancels, for yard engineers on the five- day work week, to the extent herein provided, those portions of Article 8(C), 2, 4, 6, and 7 "Reductions of Working Lists."

11. EXCEPTION:

When there are less than three yard engines assigned at Monroe, Virginia, the assignments may be operated six or seven days per week; however, yard engineers working on these assignments will be paid at the five-day basic rates for five days of the assignment and the straight-time six or seven-day basic rates for the sixth and seventh days. The purpose of this clause is to allow the regularly assigned engineers to work the sixth or seventh day on the shift assigned if the assignment works more than five days in the week. Extra engineers who work these assignments at Monroe, Virginia will be paid under the same provisions when relieving the regularly assigned engineers at that location.

C. FILLING PERMANENT VACANCIES IN YARD SERVICE

1. The right of engineers in yard service to runs in yards on their respective seniority districts shall be determined by the Superintendent, who shall be governed by the applicant's record, qualifications and seniority.
2. When a vacancy occurs or conditions change on existing runs (such changes or conditions creating a preference in runs), or new runs are established, the oldest engineer affected will have the right to fill such vacancy or run, subject to paragraph (1).
3. Should an engineer decline a run to which he may be entitled, or fail to bid in a run to which he may be entitled he does not lose any seniority rights, except so far as the particular run in question is concerned, and is not barred from this particular run in the future in case of vacancy or change of conditions. All permanent vacant runs or new runs will be bulletined for a period of six days as soon as made vacant or established.
4. An engineer assigned to a run that he has bid in will be placed on the run as soon as available after the close of the bulletin period.
5. Engineers absent during the bulletin period will be allowed 24 hours after returning to duty to make a displacement thereon.
6. When the starting time in yard service is changed to the extent of one (1) hour or more, this will constitute a change of conditions.

When there is a change of conditions, within the meaning of above rules on a run or assignment, bulletin shall be posted in accordance with bulletin rules of the applicable agreement, for the period specified in such rules (either five or six days, as the case may be), announcing such change and at the expiration of such bulletin period, assignment to such run or vacancy will be made in accordance with agreement rules.

The engineers regularly assigned to such run or assignment, so bulletined, shall have the right to remain on it during the bulletin period, if he so desires.

To the end that every change of condition, covered herein, may be bulletined as herein provided for, local chairmen will cooperate with the officer responsible for posting such bulletin in carrying out the provisions of this understanding by giving him notice of such changes to be so bulletined.

After a run or assignment has been bulletined and filled as herein provided, engineers are barred thereafter from exercising a displacement right thereon because of such change of conditions so bulletined.

**ARTICLE 27**

**CALCULATING YARD ASSIGNMENT AND MEAL PERIOD**

- A. 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.
- B. Yard crews will be allowed 20 minutes for lunch between 4 ½ and 6 hours after starting work without deduction in pay.
- C. Yard engineers will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefor, and if worked through lunch period, they will be paid 20 minutes at pro rata rate in addition to regular 8 hour assignment.



**ARTICLE 28**

**LEAVE OF ABSENCE**

- A. When engineers are promoted to official positions with the carrier or organization, leave of absence will be granted and seniority continue to accumulate.
- B. Except when promoted to official positions as above provided, engineers will not be granted leave of absence in excess of one (1) year and retain their seniority unless mutually agreed to in writing by proper officer of the Company and representative of the engineers.

NOTE: Engineers are to be governed by the class of service they are in at the time an application for leave of absence is made. If, however, during a leave, conditions change in a way, which makes an engineer stand for service as a fireman, he must protect his seniority as fireman by arranging for leave within the limits of the respective agreement. Time limits shall not begin to run until the date and conditions change and he shall be protected for the first 90 days after change of conditions, provided this does not extend beyond expiration of leave in which event it will protect him to the expiration of leave. These provisions will protect engineer going to fireman due to change and fireman going to engineer due to change.

- C. Yardmaster and dispatcher positions will be considered official positions for purposes of this Article.

**ARTICLE 29**

**ATTENDING COURT, INVESTIGATION, JURY DUTY  
AND BEREAVEMENT LEAVE**

**A. ATTENDING COURT AND/OR INVESTIGATION**

1. Engineers in assigned or pool freight service attending court as witnesses for this Company will be allowed compensation equal to what would have been earned had such interruption not taken place and, in addition, necessary actual expenses while away from home.
2. For attending court on layover days, assigned and pool freight engineers will be allowed one minimum day in class of service to which assigned or for which they stand for each layover day attending court; provided, however, that such allowance will not be made if they are paid, through lost time, for a day when not attending court. In other words, if a free day be paid for, such day shall be considered in lieu of their regular layover day and payment for court attendance on layover day is not required. Necessary actual expenses while away from home will be allowed.
3. Extra engineers in road service attending court on any day will be paid a minimum through freight day based on rate applicable to engines weighing 140,000 to 200,000 pounds on drivers, for each day attending court.
4. Extra engineers in yard service will be paid a minimum yard day based on rate applicable to engines weighing 140,000 to 200,000 pounds on drivers, for each day attending court.
5. Extra engineers in any service will be paid necessary actual expenses if required to go away from home to attend court.
6. Any engineer attending court as a witness for the commonwealth will not be paid under the court rule.
7. Engineers attending coroner's inquests in which the Company is concerned will be paid in the same manner as though attending court as witnesses for this Company.
8. The Company will furnish necessary transportation and will be entitled to certificates for witness fees in all cases.

**B. JURY DUTY**

(Amended BLET National Agreement, July 26, 1978)

When an engineer is summoned for jury duty and is required to lose time from his assignment as a result hereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate for his position for each calendar day lost less the amount

allowed him for jury service for each such day, excepting allowances paid by the court for actual meals, lodging or transportation expenses, subject to the following qualifications requirements and limitations:

1. An engineer must furnish the carrier with a statement from the court of jury allowances paid and the days 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 engineer is entitled to vacation or holiday pay.

**C. BEREAVEMENT LEAVE**

(Amended National Agreement, July 26, 1978)

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

**ATTENDING COURT, INVESTIGATION, JURY DUTY  
AND BEREAVEMENT LEAVE  
QUESTIONS AND ANSWERS**

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

A-1: An employee 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 no 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 - off 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 not have 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 employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purpose.

\* \* \* \*

Q-5: Would an employee be entitled to bereavement leave in connection with death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes to the 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.

## ARTICLE 30

### ARBITRARIES, SPECIAL ALLOWANCES AND INTERCHANGE SERVICE

#### A. ARBITRARIES AND SPECIAL ALLOWANCES

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 Section B.

#### B. SERVICE OUTSIDE SWITCHING LIMITS (See applicable National Agreements)

Where regularly assigned to perform service within switching limits, yardmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

NOTE 1: A road crew is available when rest is up and is subject to call.

NOTE 2: Not applicable when switching industries as provided in Article 15.

#### C. INTERCHANGE SERVICE

1. Carrier has the right to make interchange movements with yard, belt line or transfer engine crews and such crews may be required to handle interchange movements to and from a connecting carrier without being required to run light in either direction.

NOTE: This provision does not preclude carrier from making interchange movements on tracks over which it may acquire rights to operate in the future, nor does it preclude the employees from opposing the granting of such rights.

2. Work equities between carriers previously established by agreement, decision or practice, will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Carriers not now using yard and transfer crews to transfer cars in both directions may desire to do so, and may commence such service by notifying the General Chairmen of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees

involved with data and other information that will assist in resolution of work equities.

3. Carrier now has the right to designate additional interchange tracks and it may designate such additional track or tracks as 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 Chairman 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. The foregoing provisions are not intended to impose restrictions with respect to interchange operations where restrictions did not exist prior to the date of this Agreement.
6. Every employee deprived of employment as the direct or indirect application of the foregoing provisions shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936, except that the 60% of the average monthly compensation will be changed to 100% (less earnings in outside employment) and be extended to provide periods of payment equivalent to length of service not to exceed 5 years, and to provide further that allowances in Section 7(a) be increased by subsequent general wage increases.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article.

## ARTICLE 31

### INVESTIGATIONS AND DISCIPLINE

#### A. GENERAL REQUIREMENTS

1. An employee shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial hearing, except that an employee may waive a hearing in accordance with Section B (2) of this Article 31.
2. An employee shall not be held from service pending hearing except in serious cases, such as theft, altercation, Rule "G" violation, insubordination, major accidents, serious misconduct and major offenses whereby the employee's retention in service could be hazardous.

#### B. FORMAL HEARING

##### 1. Notice of Hearing

- (a) An employee directed to attend a formal hearing to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified in writing by certified mail, return receipt requested, to the last known address within a reasonable period of time but not to exceed ten (10) days from the date of occurrence, or where the occurrence is of a nature not immediately known to the employee's supervisor(s), from the time they first have knowledge thereof. The notice shall contain a clear and specific statement of the date, time, place and nature of the occurrence or incident that is to be the subject of the hearing. The notice shall be sent in duplicate in order that the employee may transmit a copy to the employee's representative if the employee desires.

NOTE: This rule does not preclude delivery of the notice at reasonable times by a carrier representative. Such delivery at the employee's home shall be made only when other means of delivery are not practicable.

- (b) The notice shall state the date, time and place the hearing is to be held which shall be not less than five (5) days after the date of notification or more than ten (10) days after the date of notification unless otherwise agreed to.
- (c) The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the carrier intends to have in attendance at the hearing. The employee or the employee's representative may bring to the attention of the responsible carrier

official the name or names of other witnesses who may provide material facts.

- (d) The notice shall inform each employee so notified of the right to representation and to bring in witnesses.
- (e) If an employee who is to receive a notice of hearing will not be permitted to exercise the option under Section B (2) of this Article 31, the notice of hearing shall so specify.

2. Waiver of Hearing

- (a) An employee who has been notified to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate carrier official, either personally, through or with the employee's representative, the act or occurrence and the employee's responsibility, if any.

If disposition of the charges is made on the basis of the employee's acknowledgment of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline which may be imposed for employee's acceptance of responsibility.

Disposition of cases under this Paragraph (a) shall not establish precedents, in the handling of any other cases.

- (b) No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

3. Postponements of Hearing

Consistent with the provisions of Section A (1) for a fair and impartial hearing, postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.

4. Conduct of Hearing

- (a) The hearing shall be conducted by an officer of the employing carrier who may be assisted by other officers. If practicable to do so, the hearing shall be held at the home terminal of the employee involved or in cases where more than one employee is involved at the home terminal of the majority of the employees.

NOTE: When another carrier is involved, this will not preclude an



officer of that carrier from conducting the hearing or assisting in the hearing recognizing, in any case, that there shall be only one residing (hearing) officer.

- (b) The employee shall have the right to be represented at the hearing by an employee or an organization representative of the employee's own choosing. The employee and/or the employee's representative shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, and to question all witnesses.
- (c) An employee's personal service record will not be included in or referred to in the hearing or in the transcript of the proceedings of the hearing. The employee's personal record may be taken into consideration in assessing the amount of discipline imposed, if any.
- (d) If the formal hearing is not held within the time limits specified in Section B 1(b), the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employee's personal service record.
- (e) The employee and witnesses will be permitted time off if requested in order to have sufficient rest prior to and following the hearing.

#### C. TRANSCRIPT OF HEARING

It is recognized that the Carrier is responsible for ensuring that an accurate transcript of the hearing proceedings is made. However, this will not preclude the employee or employee's representative from making a record of the proceedings for their own use.

If, during the hearing, a partial transcript is made prior to conclusion of the hearing such partial transcript will be made available to the employee and employee's representative upon request. If electronic recording devices are used and recordings are available for review by carrier officials, they also shall be made available upon request for review by the employee and employee's representative at the appropriate carrier facility.

In any cases where discipline is assessed, or in cases where discipline is not assessed but nevertheless there is a transcript, copy of the transcript will be furnished to the employee and the employee's representative promptly upon request.

#### D. HEARING DECISION

- 1. If the formal hearing results in assessment of discipline, such decision shall be rendered within fifteen (15) calendar days from the date the hearing is concluded, and the employee will be notified in writing of the reason therefore by certified or registered U.S. mail with additional copy provided for the employee representative.

NOTE: This rule does not preclude delivery of the decision at reasonable times by a carrier representative. Such delivery at the employee's home shall be made only when other means of delivery are not practicable.

2. If the hearing does not result in discipline being assessed, any charges related thereto entered in the employee's personal service record shall be voided.

E. COMPENSATION FOR ATTENDING HEARINGS

1. Witnesses, as referred to in Section B (1)(c), who are directed by the carrier to attend a hearing, shall be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost they will be paid for actual time attending the hearing, with a minimum of four (4) hours, to be paid for at the rate of pay applicable to the last service performed.
2. When an employee involved in a formal hearing is not assessed discipline, the employee shall be compensated for all time lost. In addition, the employee will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost the employee shall be paid for actual time attending the hearing with a minimum of four (4) hours for each day of the hearing, to be paid for at the rate of pay applicable to the last service performed.

F. TIME LIMIT ON APPEALS

1. When discipline has been assessed as a result of a formal hearing and the decision as rendered by the carrier is not acceptable to the employee, any appeal must be presented in writing by or on behalf of the employee involved, to the officer of the Company authorized to receive same, within thirty (30) days from the date of notification of the assessment of discipline. Failing to comply with this provision the decision shall be considered final, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other discipline cases.

The carrier shall, within thirty (30) days from the date the appeal is filed render a decision in writing on the appeal and, if the appeal is denied, the reasons for such denial shall be given. If no decision is rendered within thirty (30) days, the appeal shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other discipline cases.

2. The procedure outlined in paragraph 1 shall govern in appeals taken to each succeeding officer (\*). Decision by the highest officer designated to handle discipline matters shall be final and binding unless within thirty (30) days after written notice of the decision, said officer is notified in writing that the decision is not accepted.

Thereafter, if conference is requested by either party it will be held within thirty (30) days of date of decision, otherwise conference will be considered as having been waived by mutual consent. All appeals involved in a decision of the highest officer shall be barred unless within ninety (90) days from the date of said officer's decision proceedings are instituted by the employee or the employee's duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the matter involved.

NOTE: (\*) There shall not be more than two (2) succeeding officers involved in the appeals process. Where there is only one succeeding officer involved in the appeals process, there will be no change in that procedure by reason of this Section.

3. With respect to appeals involving an employee dismissed, suspended or held out of service, the original notice of request for reinstatement with pay for time lost shall be sufficient.
4. If at any point in this appeals procedure or in proceedings before a tribunal having jurisdiction it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's personal service record shall be voided and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with pay for all time lost and with seniority and other rights unimpaired.
5. If discipline assessed is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.

G. EFFECT OF TIME LIMITS

The time limits set forth in this Article will govern the discipline procedure to the exclusion of any other rule, practice or agreement to the contrary and such time limits may be extended by mutual agreement in writing.

## **ARTICLE 32**

### **REPRESENTATION AND ADJUSTMENT MATTERS**

#### **A. REPRESENTATION**

1. The General Committee of Adjustment, BLET, will represent all locomotive engineers in the making of contracts rules, rates and working conditions and interpretations thereof.
2. The right of any engineer, fireman, hostler or outside hostler helper to have the regularly constituted committee of his organization represent him in the handling of his grievances, under the recognized interpretation placed upon the schedule involved by the officials of the Company and the general committee making the same, is conceded.

#### **B. TIME LIMIT ON CLAIMS**

1. All claims or grievances must be presented in writing by or on behalf of the employee involved, to the Superintendent within sixty days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within sixty days from the date same is filed, notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances.
2. If a disallowed claim or grievance is to be appealed such appeal must be taken within sixty days from receipt of notice of disallowance from the Superintendent. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances.
3. The procedure outlined in paragraphs (1) and (2) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within sixty days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within six months from the date of said officer's decision

proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the six months period referred to herein.

4. All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the carrier. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
5. This rule recognizes the right of representatives of the organization party hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.
6. This rule shall not apply to requests for leniency.

C. TIME LIMIT ON PROTECTIVE CLAIMS

The following shall apply in the handling of claims for compensation alleged to be due under various employee protective agreements, conditions or other arrangements.

1.
  - (a) The instant claim by the employee to be filed with the Superintendent for division processing and determination by the Assistant Director of Labor Relations.
  - (b) Appeal of the instant claim shall be submitted by the General Chairman to the Assistant Director of Labor Relations.
  - (c) Final appeal shall be by the General Chairman and directed to the Director of Labor Relations.
2.
  - (a) All such claims must be filed by the employee not later than seventy-five (75) days from the last day of the month for which a claim is being made. Claims not made within this time limit will not be entertained or allowed.
  - (b) When claims for compensation alleged to be due have been presented in accordance with Paragraph (2)(a) and are not allowed, the employee(s) will be notified of the reason for the declination in writing within seventy-five (75) days from the date such claims were received. When not so notified, claims will be allowed.
3. At each successive step of the above procedure, appeals from decisions regarding claims for compensation alleged to be due will be made within sixty (60) days or they will not be entertained or allowed. When such timely appeals are not allowed,

the General Chairman will be notified of the reason for the declination, in writing within sixty (60) days from the date of appeal. When not so notified, claims for compensation alleged to be due will be allowed.

4. Failure to comply with the time limits set forth above will cause the matter to be closed, but this shall not be considered as a precedent or waiver of the contentions of either party to a similar claim.
5. All claims involving a decision by the Director of Labor Relations shall be barred unless, within one (1) year from date of said officer's decision, proceedings are instituted by the employee or his representative before the arbitration panel prescribed by the particular employee protective agreement, conditions or arrangements involved.

D. COMMITTEES

A committee of engineers desiring to present any matter to any proper official, will be granted leave of absence as soon as possible after application has been made.

E. DISMISSAL FOR COMMITTEE WORK

No engineer will be dismissed from the service of the Company for serving on an adjustment committee.

F. NOTIFICATION OF SETTLEMENT

When monetary claims are settled at any level in correspondence or in conference the Local or General Chairman appealing the claim will be notified as soon as practicable as to amount paid and payroll period in which paid.

G. TIME CLAIMS

If time be not allowed, men will be promptly notified and reasons given therefore.

## ARTICLE 33

### REQUIREMENT FOR UNION MEMBERSHIP AND PAYMENT OF DUES

#### A. UNION SHOP AGREEMENT

(Memorandum of Agreement of January 1, 1982)

1. As a condition of continued employment, and subject to the conditions hereinafter provided, that within sixty (60) calendar days following the establishment of seniority or return to service as provided for in Items (3), (4), (5) and (6) hereof or the effective date of this Agreement, whichever is the later, all employees within the classes or crafts represented by the Brotherhood of Locomotive Engineers and Trainmen shall become and remain members of the said Union. Provided, that this Agreement shall not require such condition of employment with respect to employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to employees to whom membership has been denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees and assessments (not including fines, penalties or insurance premiums) uniformly required as a condition of acquiring or retaining membership in the Brotherhood of Locomotive Engineers and Trainmen.

The requirement for membership in the Brotherhood of Locomotive Engineers and Trainmen shall not be applicable to employees in engine, train, yard or hostling service, who maintain membership in any one of the other labor organizations national in scope, organized in engine, train, yard or hostling service, and admitting to membership employees engaged in any of said services.

2. Every employee shall be considered by the Company to be either a member of the Brotherhood of Locomotive Engineers and Trainmen as provided for herein, or to be a member of any one of the other labor organizations referred to in Item (1) hereof, or as having been denied membership in the Brotherhood of Locomotive Engineers and Trainmen signatory hereto, unless the Company is advised to the contrary in writing by the Brotherhood of Locomotive Engineers and Trainmen. The Brotherhood of Locomotive Engineers and Trainmen shall be responsible for initiating action to enforce the terms of this Agreement
  - (a) Each Superintendent shall furnish to the local chairman of the Brotherhood of Locomotive Engineers and Trainmen within ten (10) calendar days from the date of the first trip the name and address of each employee entering the service in the classes described in Item (1) hereof.
3. Employees heretofore or hereafter promoted to official or other positions who retain and/or accumulate seniority under the provisions of the schedule agreement, will not have such seniority terminated by reason of any of the provisions of this Agreement; provided, that if such employees shall have terminated membership during their

official capacity, they shall, when returning to service represented by this Brotherhood of Locomotive Engineers and Trainmen, come under the provisions of Item (1) of this Agreement.

4. Employees furloughed through reduction in force, absent because of personal sickness, physical disability or leave of absence, etc., who retain and/or accumulate seniority under the provisions of the schedule agreement, will not have such seniority terminated by reason of any of the provisions of this Agreement, but shall, upon resumption of employment, come under Item (1) of this Agreement.
5. The seniority status and rights of employees furloughed (on leave of absence) to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this Agreement but shall upon resumption of employment, come under Item (1) of this Agreement.
6. An employee retired on disability annuity under the Railroad Retirement Act at an age earlier than 65 and who retains seniority until he reaches the age of 65, shall not have his seniority status and rights terminated by reason of non-compliance with the provisions of this Agreement. If employee returns to active service, he shall come under Item (1) of this Agreement.
7. Notice of non-compliance with the provisions of this Agreement of an individual employee coming under Item (1) of this Agreement shall be given in writing by the General Chairman (or his designated representative) of the Brotherhood of Locomotive Engineers and Trainmen to the appropriate representative of the Company not earlier than the expiration of the sixty (60) calendar day period from date of establishment of seniority or return to service as provided in Items (3), (4), (5) and (6) hereof, or the effective date of this Agreement, whichever is the later, but before such notice is given, the proper representative of the Brotherhood of Locomotive Engineers and Trainmen shall give such individual employee thirty (30) days written notice (with copy to the Superintendent of the Division on which such individual employee is employed) that unless such employee complies with the provisions of this Agreement within thirty (30) days of the date of such notice, or within the sixty (60) calendar-day period from date of establishment of seniority or return to service as provided in Items (3), (4), (5) and (6) hereof, or the effective date of this Agreement, whichever is later, then the said employee will forfeit his seniority. However, such case will first be handled in accordance with the provisions of 8(a) below.

If an employee fails to pay his dues and assessments, (not including fines, penalties or insurance premiums) on the usual date specified by the Organization, the local chairman, or his representative, will serve written notice on such employee, calling attention to such failure, with copy to the Superintendent of the Division on which such individual employee is employed. If such employee fails to comply or show evidence of compliance with Item (1) of this Agreement within fifteen (15) days of the date of the notice given him, the local chairman will notify the Superintendent in



writing requesting that he invoke the provisions of Article 8(a), and the Superintendent or his representative will then proceed to handle the case in accordance therewith.

8. (a) Release of an employee from the service of the Company and/or the termination of seniority rights and employment relationship because of non-compliance with the provisions of this Agreement shall not be made without notice. Hearing will be granted if the employee requests it in writing within ten (10) days of such notice, such hearing will be held within fifteen (15) days from date of receipt of notice from such employee that hearing is desired, and hearing will be confined to proof of compliance. A decision shall be rendered within five (5) days from date of termination of hearing. If decision is unsatisfactory to the affected employee, appeal may be taken within fifteen (15) days to the highest officer designated to handle such complaints. Employee's service status will not be affected by reason of provisions of this Agreement pending decision.

NOTE: If under the provisions of this Agreement, it is determined that the seniority of such employee is to be terminated by reason of noncompliance with the provisions of this Agreement, such termination will not be required to be affected until such time as a replacement is available through the normal processes.

- (b) Article 31 of the Agreement between the Company and the Brotherhood of Locomotive Engineers and Trainmen captioned "Investigations and Discipline" is suspended as to cases arising under the provisions of this Agreement.
9. Employees whose services are terminated for non-compliance with the provisions of this Agreement shall be regarded as having terminated their employee relationship for all vacation purposes.
10. An employee dropped from the service under the provisions of this Agreement account of non-compliance with the provisions of this Agreement shall not thereafter be restored to the service except as a new employee, or except as provided for in Item (11) hereof.
11. If an employee is released from the service for noncompliance with the provisions of this Agreement and such release is subsequently determined to be improper, unlawful or unenforceable, the employee shall be returned to service without impairment of seniority rights.
12. No part of this Agreement shall be used in any manner whatsoever as a basis for a grievance time claim by or on behalf of any employee; and no part of the schedule agreement covering rates of pay and working conditions shall be used as a basis for a

grievance or time claim by or on behalf of any employee predicated upon an alleged violation, misapplication or non-compliance with any part of this Agreement relating to Union Shop.

13. The Brotherhood of Locomotive Engineers and Trainmen indemnify and save harmless the Company in any and all claims for loss, liability or damage resulting through the compliance of the Company with this Agreement.

**B. DUES CHECK-OFF AGREEMENT**  
(BLET National Agreement April 27, 1973)

1. In accordance with and subject to the terms and conditions hereinafter set forth, the carrier will, when authorized by an employee in a craft or class represented by the Brotherhood and subject to this agreement, each month deduct from the wages of such employee "any periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership" in the Brotherhood, as contemplated in Section 2, Eleventh (b) of the amended Railway Labor Act, and will remit to the Brotherhood or to its designated representative the money so deducted.
2.
  - (a) This agreement will not be effective with respect to any individual employee until after he has properly executed, and the Carrier's Manager, Payroll Accounting at Roanoke, Virginia, has been furnished with, a written assignment to the Brotherhood of that part of the employee's wages necessary to pay the employee's membership dues, initiation fees and assessments.
  - (b) After one year from the date of executing a wage assignment pursuant to this agreement, the employee may at any time revoke it. Revocation will not be effective until after the employee has properly executed, and the carrier's Manager, Payroll Accounting has been furnished with a written revocation in the form of REVOCATION OF WAGE ASSIGNMENT.
  - (c) The Brotherhood will at its expense supply printed forms for the use of employees who desire to execute a wage assignment or revocation of wage assignment pursuant to this agreement. The Brotherhood will have full and sole responsibility for the procurement of wage assignments and revocations of wage assignments pursuant to this agreement, and for their delivery to the carrier's Manager, Payroll Accounting.
3.
  - (a) The Brotherhood will furnish Carrier's Manager, Payroll Accounting at Roanoke, Virginia, a list of the local divisions, chapters, or other divisional units of the Brotherhood, certifying thereon the name, title and mailing address of one representative in each such unit who is designated by the Brotherhood both to furnish such deduction information hereinafter provided for and to receive remittances of money deducted from wages pursuant to this agreement. Deductions pursuant to this agreement will be made only on the

basis of certified deduction lists furnished the carrier by such designated local representatives.

- (b) Not later than the 20th day of each month the Manager, Payroll Accounting will mail to each designated representative a standard Payroll Deduction List, Form 2218E, showing as to each employee listed the amount deducted and/or not deducted for the preceding month, and not later than the 3rd day of each month the representative will furnish the Manager, Payroll Accounting, one copy thereof clearly and legibly revised in ink to show additions and/or deletions of names, and changes in amounts to be deducted. If the amount to be deducted is the same as the amount last deducted pursuant to this agreement, the carrier's copy of the Payroll Deduction List will not be changed. The representative will indicate any change from the last amount actually deducted by inserting the new amount to be deducted on the appropriate line in Column 12 of the carrier's copy. Where names of employees are added and/or deleted, the carrier's copy of the revised list will be accompanied by the necessary wage assignment and/or revocation forms.
  - (c) As may appear desirable in the light of experience with the plan set out in (a) & (b) above, the Carrier will have the right, at its option, to designate forms and/or procedures other than those specified above for exchanging the information necessary to effectuate.
  - (d) No deduction list will be accepted by the Manager, Payroll Accounting after the 3rd day of the month, and no change will be made in any list furnished. If no list is received for a given month, or if the list is received late, deductions for that month will be made on the basis of the preceding month's list. If any indicated revision is not clear, deduction will be made on the basis of the preceding month's list.
  - (e) Deduction Code S-7 will be used on the Payroll Deduction and Earnings Statements accompanying paychecks to identify deductions made pursuant to this Agreement.
  - (f) It is intended that amounts to be deducted from the wages of individual employees pursuant to this agreement will, where possible, remain constant from month to month.
4. (a) No deduction pursuant to this agreement will be made for any month in which wages due an employee on the second period regular payroll do not equal or exceed the amount shown on the deduction list, after the following deductions have first been made;
- i. Taxes and other deductions required by law.
  - ii. Amounts owed the carrier.

- (b) No partial deduction will be made. The carrier will have no responsibility whatever for accumulating deductions nor for carrying over from month to month deductions not made.
- 5. Not later than the 20th day of the month following the month for which deductions are made, the carrier will remit by draft to the designated representative of the Brotherhood of money deducted pursuant to this agreement on the basis of his deduction list.
- 6.
  - (a) Responsibility of the carrier pursuant to this agreement, is limited to remitting to designated representatives of the Brotherhood money actually deducted pursuant to this agreement. The carrier will not be responsible to any employee nor to the Brotherhood, financially or otherwise, for failure to make deductions or for making inaccurate deductions, which risk the Brotherhood assumes.
  - (b) Any question as to the correctness of any amount listed or deducted pursuant to this agreement will be handled solely between the employee and the Brotherhood. A designated representative of the Brotherhood may handle with Carrier's Manager, Payroll Accounting any obvious mathematical error on the part of the Carrier, and the Carrier will have the right to adjust future deductions and/or future remittances to compensate therefor.
  - (c) This agreement will not be used in any manner whatever, directly or indirectly, as a basis for grievance or time claim by or on behalf of any employee. No part of this agreement nor of any other agreement between the parties hereto will be used in any manner whatever, directly or indirectly, as a basis for grievance or time claim by or on behalf of any employee predicated upon any alleged violation of, or misapplication of, or noncompliance with any part of this agreement.
  - (d) The Brotherhood now does and hereafter will indemnify defend and save harmless the carrier from any and all suits at law petitions, claims, demands, liability, loss or damage resulting from or alleged to result from the making of this agreement, or the administration of this agreement, or failure to comply with the provisions of this agreement.
- 7. This agreement is subject to the express intent of the parties to observe and comply with the provisions of every applicable Federal and State Law now in existence or hereafter enacted and it is the intent of the parties hereto each to relieve the other from any part of this agreement in conflict with or in violation of any such law.
- 8. This agreement will remain in effect until revised or abrogated in accordance with provisions of the amended Railway Labor Act, except that upon certification to the carrier and the National Mediation Board that a representative other than the

Brotherhood is designated and authorized to represent employees in any craft or class subject hereto, this agreement as to such employees will terminate, and the wage assignments executed by such employees pursuant to this agreement will terminate, on the date such certification is received by the carrier.

## ARTICLE 34

### VACATIONS

#### SECTION 1:

- a. Each employee, subject to the scope of 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 schedules. In the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service).
- b. Each employee, 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 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 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. In the application of this Section 1 (b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service).
- c. 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 nine or more years of continuous service renders service of not less than one thousand two hundred eighty

(1280) basic days in miles or hours paid for as provided in individual schedules. In the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services 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.)

- d. 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 eighteen 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. In the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.)
- e. Each employee, 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 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 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. In the application of this Section 1 (e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service).

NOTE: In the application of Section 1 (a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

- f. Calendar days on which an employee 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 employee is absent from and unable to perform service because of injury received on duty will be included.

The 90 and 45 calendar days referred to in this Section I (f) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section I(a), (b), (c), (d) and (e) respectively.

- g. Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section I (b), twelve hundred eighty (1280) basic days under Section I(c), two thousand seven hundred and twenty (2720) basic days under Section I (d), and four thousand (4,000) basic days under Section I (e).

- h. Only service performed on one railroad may be combined in determining the qualifications provided for in this Section I, except that service of an employee 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 employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

- i. In instances where employees who have become members of the Armed Forces of the United States return to service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees 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.

- j. 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 I(a), (b), (c), (d) or (e) and (i). hereof.



- 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 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 and which he was in railroad service in the year of his return with 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 I(a), (b), (c), (d) or (e) and (i), hereof.
- l. In computing basic days in miles or hours paid for, as provided in Section I of this agreement, the following interpretations shall apply:
- (i) An engineer in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1  $\frac{1}{4}$  basic days.
  - (ii) An engineer in freight service on a run of 125 miles, with total time under pay of 14 hours on the trip, will be credited with 1  $\frac{3}{4}$  basic days.
  - (iii) An engineer in yard service working 12 hours will be credited with 1  $\frac{1}{2}$  basic days.
  - (iv) An engineer in freight service, run-around and paid 50 miles for same, will be credited with  $\frac{1}{2}$  basic day.
  - (v) An engineer in freight service, called and released and paid 50 miles for same, will be credited with basic day.
  - (vi) An engineer in freight service, paid no overtime or other allowances, working as follows:
 

1st trip	150 miles
2nd trip	140 miles
3rd trip	120 miles
4th trip	150 miles
5th trip	140 miles
<b>TOTAL</b>	<b>700 miles</b>

will be credited with seven basic days.
  - (vii) An engineer in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with one basic day.
  - (viii) An engineer in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with one basic day.

- (ix) An engineer in short-turn-around passenger service makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with one basic day.
  - (x) An engineer in freight service, deadheading is paid 50 miles for same, will be credited with basic day.
  - (xi) An engineer is paid eight hours under the held-away-from-home terminal rule, will be credited with one basic day.
  - (xii) An engineer is allowed one hour as arbitrary allowance, will be credited with  $\frac{1}{8}$  basic day.
- m. (i) 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 set forth in existing vacation rules as amended.
- (ii) 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.
- (iii) Employees represented by the Organization who hold positions as working General Chairman, Local Chairman, and State Legislative Board Chairman are governed by Side Letter No. 8 of the 1996 National Agreement

## 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 I shall be paid for each week of such vacation  $\frac{1}{52}$  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 I (or carrier, in case he qualifies on more than one carrier under Section I(8) 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 and Trainmen, are concerned:

Yard Service:

- (i) 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 (h) 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 five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

- (ii) An employee 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 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 (h)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee 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 employee 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 1: Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

NOTE 2: In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

SECTION 3:

Vacations, or allowances thereof, 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 employee's own accord under any guarantee rules and will not be considered as breaking such guarantee.

SECTION 5:

The absence of an employee 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:

- a. Vacations shall be taken between January 1st and December 31st; 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 employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees 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 employees will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

It is understood that each week of vacation is for a seven-day period. Vacation time tickets must be submitted before employees take their vacation with a separate ticket to be furnished to cover vacations assigned in each payroll period.

- b. Splitting 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.

**Road Engineers:**

- (i) Vacations can be taken unsplit.
- (ii) Five weeks, if qualified:
  - (a) four weeks and one week.
  - (b) three weeks and two weeks
  - (c) two weeks, two weeks and one week.
- (iii) Four weeks, if qualified:
  - (a) three weeks and one week.
  - (b) two weeks and two weeks.
- (iv) Three weeks, if qualified:
  - (a) two weeks and one week.
- (v) Two weeks, if qualified:
  - (a) one week and one week
- (vi) Road engineers are permitted to split vacation into one-week periods (See Agreement dated July 1, 1987)
- (vii) An employee may take up to one week of his annual vacation in single day increments.
- (viii) No other splitting of Road Engineer Vacation will be allowed.

**Yard Engineers:**

Yard engineers will be permitted to split vacations the same as shown above.

c. Bids and Assignments

- (i) Bids for vacation first choice will be considered and assignments made in seniority order to the extent that selected vacation periods can be arranged. Engineers who fail to receive first choice vacation assignments will be given an alternative choice assignment in seniority order to the extent that selected vacation periods can be arranged.
- (ii) After all eligible engineers have received a choice, including the first portion of split vacations, the second portion of split vacations will be assigned in seniority order. No engineer entitled to and designating a split vacation will be given two first choices until all first choice assignments have been made.

d. Deadheading Pay

No deadhead pay is allowed in connection with relieving a man taking the second or later parts of a split vacation. The purpose of this provision is to insure that this agreement will not increase the number of paid deadhead trips necessary to relieve individual employees for vacation purposes.

e. Vacation Starting Date

Vacations must begin and end in the calendar year and will begin at 12:01 a.m. on Monday, as long as vacation will be completed in the calendar year.

EXCEPTIONS:

1. An assigned vacation period begins on each Monday at 12:01 a.m. in freight and yard service, beginning with the first Monday in January and not later than the last Monday in December which will permit the engineer to complete his/her vacation during the calendar year. Engineers will be automatically marked up for service at 7:00 a.m. upon the end of the vacation period.
  - (a) Engineers who desire to mark up for service prior to 7:00 a.m., following a vacation of one week or more will be permitted to do so.
  - (b) Engineers who have a regular assigned reporting time, prior to 7:00 a.m., will be required to protect their regular assignment.
2. On assignments where five-day work weeks are in effect, vacation periods may begin on the first day of an employee's work week. This may be accomplished by changing the starting date either forward or backward by no more than three days. If an engineer's work week is changed after his vacation is assigned, his vacation may begin on the first day of his work week at the time of vacation.
3. In road service, the actual starting date is the first day of the assigned vacation period in which the employee is at the terminal of his run and does not have a service time return dated that day.

SECTION 7: Carryover

- a. Engineers will not be allowed to accumulate or carryover vacation from one year to another, except that to avoid losing time at the end of his vacation period, such a man may request in writing prior to starting his vacation that his vacation be reduced one year and adjusted the next. That occurs where a man's run will be out of the terminal at the end of his vacation, when taking the full vacation would make him lose a trip that starts after his vacation has ended. To avoid this he can go out on his run on a

vacation day, but must add the time not taken to his next vacation. This is limited to two consecutive years. A man who uses this privilege at the end of his vacation in 1976, for example, must take full vacation, including the carryover part, in 1977, and cannot keep carrying it over to future years.

- 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 employee has qualified under Section I hereof. If an employee'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 employee has qualified therefore under Section 1. If an employee 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 or his estate, in that order of preference.

#### SECTION 9:

The terms of this agreement shall not be construed to deprive any employee 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 rule, understanding or custom. With respect to yard service employees, and with respect to any yard service employee 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 to either party for decision to a Dispute Committee established for that purpose.

## ARTICLE 35

### PAID HOLIDAYS

#### SECTION 1:

- a. Each regularly assigned engineer in yard service, and each regularly assigned road service engineer in local freight, road switchers, work train, roustabout runs and mine runs 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 of service in which last engaged for each of the following enumerated holidays:

New Year's Day	New Year's Eve
Labor Day	President's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Christmas Eve	Fourth of July
Christmas Day	

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

NOTE: When any of the above-listed holidays fall on Sunday, the day observed by the Nation shall be considered the holiday.

- b. An engineer 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 engineer referred to in Paragraph (a) hereof must be available for or perform service as a regularly assigned engineer 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 engineer must fulfill such assignment. However, the engineer whose assignment is annulled, canceled or abolished, or a regularly assigned engineer who is displaced from a regular assignment as a result thereof on (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 and makes himself available for service on each 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.

- d. When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding and following the vacation period due to the away-from home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

## SECTION 2:

- a. Extra yard engineers and extra engineers on a common extra board protecting both road and yard service, who meet the qualifications provided in Paragraph (b) of this Section 2, shall receive one basic day's pay at the pro rata rate of the holidays listed in Section 1, Paragraph (a) of this Article 35.
- b. To qualify, an extra yard service engineer must:
  - (i) 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,
  - (ii) 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,
  - (iii) If such employee cannot qualify under Section 2(b)(i) or (b)(ii), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days.

NOTE: To qualify, employees on a common extra board protecting both road and yard service, must have compensation credited for yard service on not less than eleven (11) of the thirty (30) calendar days immediately preceding the holiday.

- c. Any of the extra yard service engineers described in paragraph (a) of this Section 2 who works on any of the holidays listed in Section 1, Paragraph (a) of this Article 35, 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.

- d. As used in this Section 2, the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

NOTE: An engineer subject to this Section 2 whose service status changes from an extra yard service engineer to a regularly assigned yard engineer or vice versa on one of the qualifying days shall receive the basic day's pay provided in Paragraph (a) of Section 2 provided (1) he meets the qualifications set forth in Paragraph (a) of Section 2 on the day or days he is an extra service employee, and (2) he meets the qualifications set forth in Paragraph (c) of Section 1 on the day or days he is a regularly assigned yard engineer, provided further, that a regularly assigned yard engineer, who voluntarily changes his service status to an extra yard engineer on any of the three qualifying days shall not be entitled to receive the pay provided for in Paragraph (a) of Section 2.

- e. When one or more designated holidays fall during the vacation period of the engineer, 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:

- a. It is understood that when a regularly assigned engineer holding an assignment subject to Section 1, of this Article 35(D) 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 his regular assignment, and only then if he meets the qualifying requirements, set forth in Section 1(c).
- b. A regularly assigned employee holding an assignment which is not subject to Section 1 of this Article 35, but who is called to protect other service on an assignment which is subject to Section 1, will qualify for payment of the basic day for the holiday if he is available 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.

## ARTICLE 36

### CIRCUS TRAINS, EXHIBIT AND INSPECTION TRAINS, AND EXCEPTED RUNS

#### A. CIRCUS TRAINS

Engineers handling circus trains will be allowed a minimum of 133 miles at through freight rates for each move, this to include switching and loading and unloading circus; except that when the time consumed making any move exceeds the through freight speed basis for 133 miles (which is 10 hours and 38 minutes), overtime be allowed for all time used in excess of the speed basis at the through freight time and one-half overtime rate: provided that engineers assigned to circus trains will be allowed not less than 133 miles for each calendar day held for such service.

Straightaway runs with circus trains from terminal to terminal, without stopping to exhibit, will be paid for at through freight rates.

#### B. EXHIBIT AND INSPECTION TRAINS, ETC.

Engineers making trips with exhibit trains (Agriculture, Mine rescue, etc.) may be tied up between terminals when necessary and will be paid through freight rates for such service; time to be continuous from time first ordered to report until final release for the day. Engineers making trips with Officer's Inspection Specials, Steam Specials, Officer Car Specials, etc. will be paid as in passenger service. Not less than a minimum day in either class will be allowed for each calendar day held for such service.

#### C. WASHINGTON SENIORITY DISTRICT

	<u>Assignment</u>	<u>Class of Service</u>	<u>Basis of Payment</u>
1.	Alexandria -Washington	Passenger	Passenger
<u>Section I:</u> Intraseniority District Service (Effective June 1, 1972 - BLET National Agreement of May 13, 1971)			
(a)	Subject to the provisions of Section IV of this Article, Washington, D.C. shall be the home terminal for engineers operating trains between the passenger station in Washington, D.C. and		
(i)	Monroe, VA		
(ii)	Any intermediate point between Washington and Monroe		
(iii)	Harrisonburg, VA		
(iv)	Any intermediate point between Washington and Harrisonburg		

- (v) Warrenton, VA
- (b) Engineers operating such service shall operate through Alexandria, VA.
- (c) Nothing in this Agreement shall change Alexandria, VA and Potomac Yard, VA as terminals for Washington District freight crews.

Section II: Transportation on and off duty point:

- (a) All engine and train crew members desiring transportation will be transported together.
- (b) All engine and train crew members desiring transportation from Alexandria to Washington will assemble as a group at the Alexandria Diesel Shop. Transportation will depart from that point one hour and forty-five minutes before the time the train is called to leave Washington. A crew member who is not with the group at the specified departure time must provide his own transportation at his expense. Crew members who are called will be called two hours and forty-five minutes before the time the train is called to leave Washington.
- (c) The departure and calling times specified in Paragraph (b) may be changed by mutual agreement between the Superintendent and the Local Chairmen.
- (d) Such transportation from Alexandria to Washington will be to the Washington passenger station, if on duty there, or to the engine terminal, if on duty there.
- (e) Transportation from Washington to the Alexandria Diesel Shop will be provided not later than thirty (30) minutes after the last crew member registers off duty. If transportation is not provided by the time specified, each crew member using such transportation will be paid on a minute basis for all time after the thirty (30) minute period until the time transportation is provided. Such payment shall be at the pro rata rate of the trip.
- (f) All engine and train crew members desiring transportation from Washington to the Alexandria Diesel Shop will assemble as a group, and a crew member not with the group when transportation leaves Washington must provide his own transportation at his expense.
- (g) The present on and off duty point may be changed by bulletin, which change will not be considered as a change of condition.

NOTE: Transportation for crews between Alexandria, Va. and Washington, D.C. as furnished in this agreement with the understanding that it shall not be considered as a precedent in any other case.

Section III: Mileage

- (a) All miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) miles or less.
- (b) Road mileage for pay purposes shall be computed from and to the point where the train departs or arrives in Washington.
- (c) Engineers handling the engine between the train and a designated lay-up track in Washington shall be allowed 5 miles in addition to mileage allowed under Paragraph (b) of this Section III, which shall be added to such mileage. Payment of such additional mileage shall constitute full payment in connection with service performed getting the engine from the designated track at the beginning of a trip and placing the engine on a designated track at the end of a trip; however, this shall not set aside the application of initial and final terminal delay rules and payments thereunder.

## FOR EXAMPLE:

Road mileage - Washington to Monroe	165 miles
Engine handled from designated track to train-	<u>5 miles</u>
Total mileage for pay purposes	170 Miles
Road mileage - Monroe to Washington	165 miles
Engine handled from train to designated track	<u>5 miles</u>
Total mileage for pay purposes	170 miles

Section IV: Terminal-Delay

- (a) Initial and final terminal delay rules shall be applicable in accordance with the effective agreement.
- (b) For trains terminating at the Washington Terminal Company Passenger Station, final terminal delay will be computed after thirty nine (39) minutes delay at or between the Washington Terminal Company yard limit board and the usual point of relief. Such yard limit board is located at first wayside signal north of Virginia Avenue Tower (1584 feet south of south portal First Street Tunnel).

Section V: Extra-Work

- (a) Alexandria, VA being the crew supply point for trains originating and/or terminating in the Washington, D.C. Metropolitan area (i.e. Alexandria Passenger Station, Alexandria Yard, Potomac Yard, Washington Passenger Station) deadheading is not involved between these points.

- (b) Extra engineers manning trains originating and/or terminating at the Washington, D.C. Passenger Station shall be paid a special allowance of \$5.55 for the initial trip out of Washington and a special allowance of \$5.55 for the final trip into Washington. This payment shall not apply to engineers exercising seniority nor to extra engineers who are relieving regularly assigned engineers for mileage purposes under the rules of the schedule agreements.
- (c) The special allowance provided in Paragraph (b) of this Section 5 shall be increased or decreased commensurate with wage increases or decreases in the same manner as other special allowances.

Section VI: Stopping to Eat

- (a) The Carrier shall determine the condition under which an engineer on runs subject to this agreement may stop to eat. When such engineer is not permitted to stop to eat he shall be paid an allowance of \$1.50 for the trip.
- (b) If the allowance provided for in this Section is increased as a result of negotiations between the parties signatory to the May 13, 1971 National Agreement, such increases will be applicable to engineers on runs subject to this Agreement as of the effective date of agreement between the parties signatory to the May 13, 1971 National Agreement.

Section VII: Meal Allowance

Amended -National Agreement, July 26, 1978)

On runs established hereunder engine crews will be allowed a \$2.75 meal allowance after 4 hours at the away-from-home terminal and another \$.2.75 allowance after being held-an additional 8 hours.

Section VIII: Effect of Agreement

- (a) This Agreement is made pursuant to the provisions of Article VIII of the BLET May 13, 1971 National Agreement and is subject to the provisions of said Article 8, including, but not limited to the provisions of Section 5 reading, in part:

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 Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement Section 7(a) is amended to read 100% (less earnings in outside employment instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 5 years and to provide further that allowances in Section 6 and 7 be increased by subsequent general wage increases

- (b) Nothing herein shall be construed as modifying or amending any of the provisions of the Schedule Agreement except as herein provided.

Assignment                      Class of Service                      Basis of Payment  
(Memorandum of Understanding of May 4, 1948, Effective June 15, 1948)

2.      Calverton-Warrenton                      Freight                      Local Freight

- (a)      The Calverton-Warrenton run was abolished and in-lieu thereof local freight run or runs operating between Alexandria and Weyburn or between Alexandria and a point between Alexandria and Weyburn, or vice versa, will be bulletined to provide the crew may, if and when required, make a side trip from Calverton to Warrenton and return.

- (b)      Each crew which makes such side trip shall be allowed on the day such side trip is made, an arbitrary of eighteen (18) miles, separate and apart from all other earnings.

The effect of this is that men making a side trip, Calverton to Warrenton will be guaranteed minimum payment of not less than eighteen (18) miles for each day they go to Warrenton. If overtime is made on such day, such arbitrary mileage is not to be used to offset overtime payment on such day. In other words, crew will be paid the arbitrary in addition to such overtime as may accrue on the trip.

- (c)      Local freight trains assigned to make side trip as outlined in Paragraphs 1 and 2 shall be bulletined to make the side trip, when, as and if required.

- (d)      In event of changed conditions making it necessary to bulletin other runs to make a side trip Calverton to Warrenton and return, this will be agreed to between Local Chairmen and the Superintendent.

- (e)      This understanding is entered into without precedent or prejudice to the contentions of the parties.

- (f)      Crew will be privileged to use caboose between Calverton and Warrenton.

- (g)      This Article 36(C)(2) shall take precedence over agreement rules in conflict therewith and shall remain in effect subject to thirty (30) days written notice by any party hereto of desire to cancel, alter or amend.

3.      Conditional Terminal - Strasburg, VA  
(Letter of Understanding of January 13, 1940)

It is agreed that Strasburg, VA. is considered a conditional terminal for through freight crews operating between Potomac Yard or Alexandria and Strasburg. Crews may be relieved at

Strasburg for eight hours or less with time on return trip to begin at the expiration of eight hours from time of release on arrival, or at time of reporting for duty if required to report earlier. Such crews, when turned at Strasburg will be paid for 100 miles and overtime, if any accrues, for each leg of the trip, computed separately, regardless of whether crew is or is not relieved at that point.

D. DANVILLE SENIORITY DISTRICT

(Memorandum of Understanding Dec. 21, 1936, effective Jan. 1, 1937)

	<u>Assignment</u>	<u>Class of Service</u>	<u>Basis-of Payment</u>
1.	University (Glenn) to Chapel Hill (Carrboro)	Local	Local Freight
(a)	Local freight trains operating on the Greensboro-Goldsboro District may be bulletined to provide that they may, as and when necessary, make a side trip from University (Glenn) to Chapel Hill (Carrboro) and return. On days such side trips are made an arbitrary of 24 miles will be allowed. The arbitrary payment of 24 miles shall be used in absorbing overtime, if overtime accrues.		
(b)	This agreement provides that engineers making a side trip, University (Glenn) to Chapel Hill (Carrboro) and return will be guaranteed a minimum payment of not less than 24 miles for each day they go to Chapel Hill (Carrboro).		
(c)	If overtime is made on any such day, such arbitrary mileage is to be used to offset overtime payment on such day. In other words, crew will be paid either the arbitrary or overtime, whichever is greater, but not both.		
(d)	Understood that in event of changed conditions making the bulletining of other trains necessary, this will be agreed to between the local chairmen and the Superintendent.		
(e)	Understood that Southern Railway rates shall apply so long as there is no separate operation on the State University Railroad.		
2.	Winston-Salem-Greensboro through freights are on turnaround basis.		
3.	Winston-Salem-Wilkesboro mixed run is on turnaround basis.		
4.	Salisbury-Spencer Passenger Terminal		

Danville and Charlotte Division engineers in passenger service, who go on or off-duty at Salisbury, North Carolina, passenger station (including Columbia Division engineers on interdivisional runs, but excluding Asheville Division engineers) shall be allowed as an arbitrary, 2 miles and 30 minutes at pro rata rate at rate applicable to engine on which used



for each trip into or out of such point and there shall not be any claims for transportation between Spencer and Salisbury. See Article 12, Note 2 concerning crews deadheading from Salisbury-Spencer, North Carolina.

5. (Memorandum of Agreement of October 24, 1980, effective November 1, 1980.) The following understanding is in effect regarding the filling of vacancies on the Danville Seniority District:

Spencer, N.C.

- Will supply engineers for all runs and assignments originating at Spencer/Salisbury.
- Will supply engineers for assignments operating between Spencer and Monroe, Spencer and Raleigh and assignments terminated between Spencer and High Point, not including High Point proper.
- Will supply engineers for all road work trains operating on the seniority district except those operating on the Winston-Salem District.
- If the supply of extra engineers becomes exhausted at Spencer, the extra board will be supplemented by the other boards on that District in the following order:

- 1st -Greensboro
- 2nd -Winston-Salem
- 3rd -Danville

Greensboro, N.C.

- Will supply engineers for all runs and assignments originating at Greensboro/Pomona.
- Will supply engineers for extra work between Greensboro and Sanford. (Agreement October 16, 1981)
- Will supply engineers for runs and assignments between Greensboro and High Point, including assignments terminated at High Point; between Greensboro and Goldsboro, including assignments terminated on that territory, and assignments terminated between Greensboro and Danville not including Danville proper.

--Will supply engineers for assignments terminated at Greensboro on the Winston-Salem District, except work trains.

--If the supply of extra engineers becomes exhausted at Greensboro, the extra board will be supplemented by the other boards on the District in the following order:

- 1st - Winston-Salem
- 2nd - Danville
- 3rd - Spencer

Winston-Salem, N.C.

--Will supply engineers for all runs and assignments originating at Winston-Salem.

--Will supply engineers for runs and assignments terminated between Winston-Salem and Greensboro, not including Greensboro proper, and between Winston-Salem and North Wilkesboro.

--Will supply engineers for extra work between Mount Airy and Walnut Cove; North Wilkesboro and Pomona.

--Will supply engineers for all work trains on the Winston-Salem District. (Agreement October 16, 1981)

--If the supply of extra engineers becomes exhausted at Winston-Salem, the extra board will be supplemented by the other boards on the District in the following order:

- 1st Greensboro
- 2nd Spencer
- 3rd Danville

Danville, VA

--Will supply engineers for all runs and assignments originating at Danville/Dundee.

--Will supply engineers for assignments terminated between Danville and Monroe and between Danville and Fieldale-Eden on the old CNW District.

--If the supply of extra engineers becomes exhausted at Danville the extra board will be supplemented by the other boards on the District in the following order:

- 1st - Greensboro
- 2nd - Spencer
- 3rd - Winston-Salem

NOTE: There will be no change in the method of handling extra passenger work. Mileage made on each of the territories listed above will be used at each location in adjusting the extra board.

#### E. ASHEVILLE SENIORITY DISTRICT

	<u>Assignment</u>	<u>Class-of Service</u>	<u>Basis of Payment</u>
1.	Charlotte-Statesville	Mixed	Local Freight
2.	Winston-Salem-Spencer (via Barber) through freights are on turnaround basis.		
3.	Asheville-Hayne through freights are on turnaround basis.		
4.	Murphy Branch		

Murphy Branch engineers on turnaround runs out of Asheville will not be turned out of Asheville after they have been on duty ten hours, the ten hours to be computed from the time required to report for duty; and in case they are at Balsam at the expiration of the ten hour period, they will not be required to make additional trip between Balsam and Addie, but will be allowed to start return movement to Asheville. The basis of pay of such runs is to be local freight rates.

5. A&S LINE (LF 10 - Gen 49, effective Dec. 22, 1950)

When necessary to double train from Melrose to Saluda, N.C. account having tonnage in excess of the rating of the engine on the train an allowance of two hours at pro rata rate will be paid in lieu of actual miles. If account of engine failure, sand failure or other reasons a double is required actual miles will be allowed in accordance with Article 14C.

#### F. RICHMOND SENIORITY DISTRICT

	<u>Assignment</u>	<u>Class of Service</u>	<u>Basis-of Payment</u>
1.	Richmond-West Point	Mixed	Local Freight
2.	Durham-Keysville*	Mixed	Local Freight
3.	Keysville-Oxford-Henderson*	Local	Local Freight

- (a) Local freight trains operating Durham to Keysville may be bulletined to operate Durham through Oxford Junction to Henderson, thence to Keysville

via either Oxford Junction or Oxford, for which the crew will be paid not less than 128 miles at local freight rates, with overtime based on miles actually run.

- (b) Local freight trains will be bulletined to operate Keysville to Durham for which they will be paid not less than 100 miles at local freight rates, and if the crew is required to make a side trip, Oxford Junction or Oxford to Henderson and return, they will be paid therefore not less than a minimum day's pay at rates applicable to class of service performed for such side trip.
- (c) The privilege of operating extra service or additional assigned service Keysville and/or Durham to Henderson and return paying therefore on mileage and continuous time basis, may be continued.
- (d) This will continue in effect subject to cancellation or revision upon thirty (30) day's written notice from one party to the other.

(\*) See Agreement dated September 20, 1980 for Intraseniority District Service.

G. CHARLOTTE SENIORITY DISTRICT SOUTH  
(Effective May 29, 1977)

	<u>Assignment</u>	<u>Class of Service</u>	<u>Basis of Payment</u>
1.	Toccoa-Elberton	Mixed	Local Freight
	--Rate includes hostling at Elberton and turning engine and train.		
2.	Lula-Athens mixed run includes turning engine and train switching at Athens.		

H. CHARLOTTE SENIORITY DISTRICT - NORTH

Columbia-Charlotte-Spencer Interseniorty District Runs. (Effective May 29, 1977 amended BLET National Agreement July 26, 1978)

Carrier may establish Interseniorty District service between Columbia, South Carolina and Spencer, North Carolina. Runs so established will be subject to the following conditions.

- 1. (a) One train each day in each direction may be operated between Spencer, North Carolina and Charlotte, North Carolina on the Charlotte North District and between Charlotte, North Carolina and Columbia, South Carolina on the Columbia District.
- (b) Columbia will be the home terminal and Spencer will be the away-from-home terminal for runs established under this agreement.

- (c) Assignments to these runs shall be afforded to employees of the respective Districts in proportion to the mileage operated on each District as follows:

Charlotte District North	32% or 51.6 miles
Columbia District	<u>68% or 111.6 miles</u> 100% or 163 miles

- (d) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less. Road mileage for pay purposes shall be computed from and to the point where engines depart or tie-up at the terminal.
- (e) When engineers are required to report for duty or are 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 crews.
- (f) Engineers will be allowed a \$2.75 meal allowance after 4 hours at the away-from-home terminal and another \$2.75 allowance after being held an additional 8 hours.
- (g) When engineers are not permitted to stop and eat, each member shall be paid an allowance of \$1.50 for the trip.

## 2. Vacancies

- (a) Emergency and irregular vacancies at the home terminal will be filled pursuant to schedule rules by Columbia District engineers. Mileage by extra engineers filling such vacancies will be recorded for purposes of periodic recovery as provided in (d) and (e) below. Vacation vacancies may be filled by engineers from the respective seniority district if desired, otherwise, the vacation vacancies shall be filled by Columbia District Extra Engineers.
- (b) Engineers assigned in or used in this service will not be permitted to lay off at other than the home terminal of the assignment except in bona fide emergency cases. An engineer laying off under the circumstances described herein will, when reporting for work, be required to do so at the home terminal of the assignment.
- (c) In case of an engineer laying off at the away-from-home terminal of his assignment in emergency, an extra engineer from the terminal at which the engineer laid off will be used and then deadheaded to his home terminal and be paid in accordance with deadhead rules.

- (d) Any mileage adjustment between the Columbia and Charlotte-North District will be made at not less than one year intervals as agreed by the Organization representatives and deadheading for this purpose will be paid for only once for each mileage adjustment. The first engineer deadheading to the assignment and the last engineer deadheaded from the assignment will receive the deadhead payment if applicable.

To accomplish mileage adjustments, Carrier will keep records of mileage made by engineers in this service, separated as to Columbia regular and extra and Charlotte-North regular and extra engineers. This record of mileage shall be furnished by the Division Superintendent to the affected local chairman on a monthly basis with a copy to the general chairman.

- (e) A bulletin advertising the recovery assignment shall be posted in accordance with the bulletin rules in order to commence recovery on date specified by the organization's representative.

The recovery assignment and amount of recovery will be determined by the affected local chairman who shall notify the Superintendent in sufficient time for bulletin to be posted.

- (f) Extra work on the recovery assignment during the recovery period shall belong to the Columbia District Engineers. However, the amount of extra work during the recovery period shall be credited to the amount of recovery due for the next year.
- (g) Should the Charlotte-North District engineer fail to claim the recovery assignment under this Agreement, their rights to recovery shall be forfeited for that particular year, except an engineer off on vacation, illness, furlough, discipline or other leave of absence during the advertised period of such recovery assignment may claim the balance of the days remaining during the assigned recovery period.

### 3. Investigations

- (a) When an engineer in this service is involved in an occurrence with respect to which a disciplinary investigation is to be held, the investigation will be held on the engineer's home seniority district, if practicable. If the investigation is held at a point off the engineer's home seniority district the carrier will furnish or arrange for the passenger vehicle transportation to and from the investigating point, and will pay deadhead miles and actual necessary expenses for meals and lodging while thus required to be away from home, regardless of whether or not he is found to be at fault in connection with the occurrence investigated. If the investigation is held at a location at which the carrier maintains lodging facilities, such engineer may be lodged in those facilities, in which case no lodging expenses will be paid. Compensation for

time lost or time for attending the investigation will be determined under schedule agreement rules.

- (b) Notice of investigation to engineers in this service will be given in sufficient time to permit the engineer to arrange for representation, or to request a postponement of investigation, if necessary.
- (c) In cases where an individual or an organization representative requests postponements of investigation, too late to permit notification to engineers prior to their stopping off or incurring travel or other expenses, the carrier shall not be held responsible for lost time or expenses incurred by engineers because of such postponement. This does not modify schedule agreement rules providing for pay for time lost if found blameless.

4. Deadheading

- (a) Engineers deadheading in this service will be paid for all mileage over 100 miles at the rate established for the first 100 miles.
- (b) When engineers in this service are deadheaded on interseniority district trains, and the engineer operating the train is not permitted to stop to eat, the members of the deadhead crew or individual members will be paid an allowance of \$1.50 for each trip.
- (c) Engineers deadheaded on engines or cabooses will be furnished adequate seating facilities.

5. Engineers' Protection

This Agreement is made pursuant to the provisions of Article VIII of the BLET May 13, 1971 National Agreement and is subject to the provisions of said Article VIII, including, but not limited to the provisions of Section 5, reading, in part:

"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 5 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases."

6. Miscellaneous

- (a) Engineers will not be used in work train, wrecker service or in turnaround service, except in emergency (derailment, washouts, etc.)

- (b) Engineers will go on and off duty at designated points within the terminals, which shall be established by bulletin.
- (c) Nothing in this agreement shall establish new home terminals for crews in this service.
- (d) Only designated engineers in pool or regularly assigned through freight service or extra crews representing such crews may be operated in interseniority district service.
- (e) Engineers in this service are covered by the schedule agreements "Expenses-Away-From-Home" rules.
- (f) Where the lodging provided by the carrier at the away-from-home terminal is more than one (1) mile from the on-duty and/or off-duty point, the carrier shall provide suitable transportation (as defined in Paragraph (h)) for engineers using the lodging facility, between the on-duty and/or off-duty point and the lodging facility.
- (g) An engineer entitled to transportation will be furnished transportation promptly when requested, but not later than thirty (30) minutes after such request is made following tie-up time, or they will be permitted to-use commercial transportation and be reimbursed for same by the carrier.
- (h) Motor vehicle used for transporting crews will be of sufficient seating capacity to accommodate the number of employees being transported therein.
- (i) An engineer in this service required to make more than three pick-ups and/or set-outs (excluding the setting out of bad order cars) will be paid local freight rates in lieu of through freight rates for the trip.
- (j) An engineer assigned in this service running to his away-from-home terminal will be deadheaded to his home terminal in event his return run is not operated.
- (k) An engineer assigned in this service will be deadheaded to the away-from-home terminal for his run in the event his run is not operated out of the home terminal but is operated from the away-from-home terminal to the home terminal.

Engineers in this service will not be required to learn the road or qualify on other than their own seniority district at their own expense.

Interseniority district runs established pursuant to this Agreement may be bulletined in advance of the effective date of this service in order that engineers may exercise their seniority thereto in an orderly manner.



It is understood that schedule rules, not modified or amended herein, shall be applicable to these runs.

Effective August 16, 1977 it was agreed that any engineer vacancy bulletined in Interseniorty District service between Columbia, S.C. and Spencer, N.C. to be filled by Charlotte District North engineers shall be awarded to the senior Charlotte District North engineer making application for same. In the event no applications or bids are received from Charlotte District North engineers, the vacancy will be bulletined for a Columbia District engineer.

It is further understood and agreed that by assigning a Columbia District engineer to the Charlotte District North engineers' portion of the Interseniorty District Service does not waive the Charlotte District engineers' rights to the assignment. A Charlotte District North engineer having a displacement right under the agreement may displace the Columbia District engineer off of the Charlotte District North engineers' portion of the Interseniorty District Service.

Mileage made by Columbia District engineers holding a Charlotte District North engineers' assignment as described above, will not be recorded for purposes of periodic recovery as provided in Section 2(d) and (e) of this Article.

#### I. COLUMBIA SENIORITY DISTRICT

	<u>Assignment</u>	<u>Class of Service</u>	<u>Basis of-Payment</u>
1.	Aiken-Edgefield-Trenton	Mixed	Local Freight
	--Through freight rates to be paid on Sundays.		
2.	Columbia-Hayne	Freight	Local Freight
(a)	The Carrier will establish two straightaway local freight assignments operating between Columbia, S.C. and Hayne, S.C. with home terminal and relief point at Columbia. One of the assignments will have Saturday layover at Columbia and for this assignment the Local Freight Guarantee will not apply on Saturday but will apply on the calendar working days Sunday through Friday. The other assignment will have Sunday layover at Columbia and for this assignment the Local Freight Guarantee will not apply on Sunday but will apply on the calendar working days Monday through Saturday. This is recognized as an exception to Article 4 of the agreement relating to Local Freight Guarantee.		
(b)	These assignments shall remain in effect only so long as the needs of the service require their operating and nothing herein shall be construed as limiting Carrier's right to annul, abolish or change assignments except that when these particular assignments are assigned to operate, the calendar		

working days for local freight guarantee purposes, shall be as stipulated above.

- (c) Service between Lockhart and Lockhart Junction, S.C. may be included in the bulletined assignments described in Paragraphs (a) & (b) or in any other local freight or road switcher assignment.
- (d) The so-called "Camp Croft Switcher" assignment will have a regular fixed on-duty time which will not be changed without at least twenty-four hours' notice to the employees operating this run.

- 3. Columbia-Charlotte-Spencer Interseniority District Runs See Charlotte District-North for Interseniority District Runs Agreements.

#### J. KNOXVILLE SENIORITY DISTRICT

- 1. Knoxville or John Sevier - Cleveland through freights:

Engineers will be run from Knoxville or John Sevier to Cleveland and return allowing therefore actual miles and overtime, if any be made, on regular road basis, or in the event of their being relieved at Cleveland for eight hours or less, they will be paid for 100 miles in each direction. If held over eight hours they will be paid overtime.

- 2. John Sevier-Jellico through freights are on turnaround basis.
- 3. John Sevier-Harriman Junction-Oakdale through freights are on turnaround basis.
- 4. John Sevier-Tiprell-Middlesboro through freights are on turnaround basis.
- 5. Knoxville-Maryville Line

In road service, rates cover all switching incidental to the trip or trips.

#### K. ATLANTA SENIORITY DISTRICT

- 1. There may be one assigned through freight crew with terminal at Rome, GA., to run either way out of that point. Through freight crew so assigned will be guaranteed 100 miles for each calendar day.
- 2. (Effective January 14, 1977)
  - (a) Crews may be operated between Chattanooga-Krannert or Cedartown and between Chattanooga - Cleveland - Krannert or Cedartown, but are restricted to one turn from the away-from-home terminal. Preferred crews are exempted but, if used, arrangements will be made to return the preferred

crews to Atlanta in time to protect their assignment or be paid for the lost trip.

In the event the work calls for it, a pool may be established at Chattanooga to protect the short turns described above. Crews forced to this pool will be provided lodging and transportation at Chattanooga.

Cedartown and Rome Krannert will be designated as conditional terminals for crews not operated in turn-around service. Crews tied up at Cedartown and Rome Krannert will at the expiration of eight (8) hours, be paid at the pro rata rate until departure. This does not apply to an assigned through freight crew which may be assigned as prescribed in Article 36 (K)(1).

- (b) It is clearly understood that the establishment of pool service as outlined in (a) above will be mutually agreed upon by the Local Chairman and Division Superintendent and will consist of one or more crews to operate between Chattanooga-Krannert or Cedartown and return and Chattanooga-Cleveland-Krannert or Cedartown and return. The Chattanooga pool may be abolished by the Division Superintendent if the pool is found unsatisfactory in providing the necessary service. This pool will protect wrecker and short turnaround service, including relieving crews for hours-of-service law, between Chattanooga and Rome and Chattanooga - Cleveland and Rome.

It is further understood and agreed that if the first out Atlanta pool crew at Chattanooga has made a trip as outlined in (a) above and the need arises for an Atlanta pool crew to operate another turn then the first out available pool crew not having made a turn will be used without penalty. In the event a situation arises where the only available Atlanta crews in Chattanooga have made a turn as outlined before being operated into their home terminal and one crew is in pool service and the others in preferred service, the Atlanta pool crew must be used regardless of standing.

This agreement may be terminated upon thirty (30) days written notification by either party signatory thereto.

- 3. Yard engineers at Atlanta who are required to perform the Chattahoochie Brick yard work will be allowed, on days such service is performed, an arbitrary amount of thirty-one cents (31cents) per day separate and apart from other earnings.

#### L. BIRMINGHAM SENIORITY DISTRICT

- 1. A maximum of four through freight crews may be assigned for service out of Anniston, Alabama, which will be considered terminal only for through freight crews so assigned. Through freight crews assigned for service out of Anniston will be guaranteed 100 miles for each calendar day.
- 2. Through freight crews will be run from Birmingham to Bremen and return to

Birmingham, allowing therefor actual miles and overtime, if any be made, on the regular road basis; or in event of a crew being relieved at Bremen the time so relieved shall be deducted, provided that crews shall be considered on duty after having been relieved at Bremen for eight hours. If held for eight hours they will be paid overtime.

3. (a) Interseniority -District Service – West End-N. A.
  - i. Schedule trains in straight away freight service may be operated in either direction between Birmingham and Sheffield, Alabama, over the West End Seniority District of the Alabama Division and between Birmingham and Parrish and over the NA Seniority District of the same Division between Parrish and Sheffield. Engineers may be regularly assigned to operate this service with home terminal at Birmingham for Birmingham West End crews and with home terminal at Sheffield for Northern Alabama District crews. Such engineers will be assigned to a designated schedule at both their home terminal and away-from-home terminal.
  - ii. The work of manning through runs operated in either direction between Birmingham and Sheffield will be apportioned between employees having seniority rights on the West End and NA Seniority Districts of the Alabama Division on the basis of West End Seniority District crews being allocated 34 percent of the mileage paid for and NA Seniority District crews 66 percent, employee representatives to apportion the mileage and advise the Superintendent when crews are to change.
  - iii. Mileage apportionment between the Birmingham District and NA District will be made at not less than six month intervals as agreed by the employees' representatives and deadheads shall be paid for this purpose only once for each adjustment. To accomplish mileage apportionment, the Carrier will furnish suitable records of all earnings made by each engineer in said service on a bi-monthly basis to the respective local chairman.
  - iv. A bulletin advertising the recovery assignment shall be posted in accordance with the bulletin rules in order to commence recovery on date specified by the employees' representatives. The recovery assignment and amount of recovery will be determined by the affected employees' representatives who shall notify the Division Superintendent in sufficient time for bulletin to be posted.
- (b) i. Engineers regularly assigned in Interseniority District Service will man straight away freight trains operating between their established home terminals and their designated away from-home terminals in

the sequence of their assigned schedule. (Birmingham is designated away-from-home terminal for NA engineers with Sheffield the designated away-from-home terminal for West End engineers). Engineers will be used on the first through freight train operating in Interseniarity District Service within their assigned schedule provided the engineer assigned to the previous schedule which is still open has been utilized.

- ii. In the event an engineer assigned this service is available and is not used during his assigned schedule at his home terminal, through no fault of his own he will be paid the round trip at the rate of the last service performed and he will retain his assignment. However, if this engineer is needed to operate his schedule from his away-from-home terminal, he will be notified during his assigned schedule that he is to be deadheaded to his away-from-home terminal to protect his assignment from that terminal.
  - iii. In the event an engineer assigned in this service is available during his assigned schedule at his away-from-home terminal and not used, through no fault of his own, he shall be deadheaded to his home terminal.
  - iv. Extra engineers with home terminal at the location from which the train is called may be used to man Interseniarity District Service provided an engineer assigned to a schedule is not available to operate the train nor is an extra engineer at his away-from-home terminal available to operate the train. An extra engineer operating into his away-from-home terminal and is not afforded service within twelve hours after rested shall be deadheaded to his home terminal. Mileage made by extra crews will be apportioned on the same basis as regular assigned crews in the adjustment of mileage for crews assigned schedules established by this agreement.
  - v. Engineers operating in this interseniarity service who are relieved on Line-of-Road by another engineer due to limitation imposed by the Hours of Service Law, derailments, etc., will be relieved by an extra engineer from the seniority district on which the train is being operated. If an extra or emergency engineer is not available to relieve an engineer under these circumstances, the first-out engineer on the extra board at the other terminal will be used and upon completion of his service, he will be deadheaded to his home terminal.
- (c) i. Carrier may establish not more than two local freight assignments to operate daily or daily except Sunday in Interseniarity District Service between Birmingham and Sheffield. The first local assignment will have its home terminal at Sheffield and operate between Sheffield

and Birmingham with NA crews assigned. The second local assignment will have its home terminal at Birmingham and operate between Birmingham and Sheffield with Birmingham crews assigned. Mileage made by these two crews shall be apportioned in the interseniority assignments established by this agreement. These two assignments may perform local freight or mine run service and will be entitled to additional compensation under the conversion or other applicable rule of the agreement.

- ii. Carrier shall have the right to use interseniority district through freight runs to make set-outs and/or pick-ups and perform switching at intermediate points between Birmingham and Sheffield, provided, that should it become necessary for an interseniority run to make such set-outs and/or pick-ups and perform switching, the engineer of such crew shall be paid an additional allowance of 30 minutes' pay for each intermediate point where such work is required. It is understood that such additional 30 minute payment to engineers shall not affect conversion under other applicable rules of the Engineers' Agreement. Setting out bad order cars will not be considered set-outs under the provisions of this agreement.

- (d) It is recognized that Birmingham is the home terminal for Birmingham Seniority District crews and Sheffield is the home terminal for the Northern Alabama (NA) Seniority District crews.

4. Under the terms of Article 36(L)3(c), the engine service employees of Southern, Central of Georgia and Seaboard Coast Line will perform switching operations at Coosa Pines, Alabama with yard rates of pay to Southern engine service employees to conform to rates applicable to Birmingham District yards.

#### M. NORTHERN ALABAMA SENIORITY DISTRICT

1. Engineers on Jasper, Parrish and Russellville engines will be classed as and paid mine run rates. Rate to include switching at Jasper and Parrish and work between, and switching at Russellville, mine work on the Ensley and T.C. & I. Branches and helping service.
2. See Birmingham Seniority District for interdivisional run agreement.

#### N. ST. LOUIS-LOUISVILLE SENIORITY DISTRICT

(Memorandum of Agreement of February 3, 1950, effective February 6, 1950)

1. (a) There is established in all schedules a new exception for service to be operated between Huntingburg and Rockport-Cannelton covering freight service, with basis of payment local freight; the rates to cover all work.

- (b) The excepted run established under this agreement to be operated between Huntingburg and Rockport-Cannelton with terminus at Huntingburg.
  - (c) Between Huntingburg and Lincoln City no tonnage will be handled except that destined to and/or from the Rockport-Cannelton Branches and no switching will be performed between Lincoln City and Huntingburg.
  - (d) The conditions to be the same as those now in effect on the Rockport and Cannelton Branches and one or more trips may be operated over the entire area of the Rockport and Cannelton Branches or any leg thereof, with payment on continuous time basis from time of going on duty at Huntingburg to final relief at Huntingburg.
  - (e) If it becomes necessary or desirable because of increase in business on the Rockport-Cannelton Branches to operate additional service, carrier may use extra crews for such service, and when so used, such crews will be governed by the provisions of this agreement.
  - (f) Local freight rates include all work.
  - (g) Shall remain in effect subject to thirty days' written notice by either party of desire to cancel alter or amend.
- 2. There may be a sufficient number of through freight crews assigned between Youngtown and Huntingburg to be run from Youngtown to Huntingburg and return, allowing therefor actual miles and overtime, if any be made, on schedule basis, or in the event of their being relieved at Huntingburg for eight (8) hours or less, they will be paid for 100 miles in each direction. If held over eight (8) hours they will be paid overtime.
  - 3. Lexington will be considered a conditional terminal and engineers may be relieved for a period of eight (8) hours or less, time on return trip to begin at expiration of eight (8) hours from the time of release on arrival. It is understood men to be relieved will be promptly notified on arrival at Lexington.
  - 4. Engineer on Belleville switcher between Cooper and Miller will be paid on mine run basis, rates to include Miners' Special between Belleville and Shiloh.
  - 5. The on-duty and relief points for passenger engineers at E. St. Louis, Louisville, Evansville, Lexington and Danville will be established by agreement.
  - 6. Operating between Lexington-Lawrenceburg (effective November 15, 1977) will be as follows:

- (a) The service will be operated between Lexington and Lawrenceburg, home terminal Lexington, with a minimum of 100 miles for such services, local rates and guarantees apply.
- (b) One or more trips may be made by this crew provided that no trip may be started out of Lexington terminal after the crew had been on duty eight (8) hours except by payment of an additional day.
- (c) This crew may be required to perform service in Lexington terminal to the extent such work could be required prior to November 15, 1977.

O. BRUNSWICK-MACON SENIORITY DISTRICT

Engineers assigned on Brunswick Yard, when required to make trip to Anguilla and return, to provide service to Colonel's Island Railroad, will be allowed one (1) hour at pro rata rate for each round trip in addition to their regular pay and without any deduction therefrom for the time consumed on the trip.

P. MOBILE SENIORITY DISTRICT

1. (Memorandum of Agreement of May 17, 1978, effective June 1978) A maximum of two through freight crews may be established in home terminal and relief point, Birmingham, Alabama.
  - (a) Engineers regularly assigned in this service will be guaranteed a minimum of 1,032 miles per calendar week or equivalent thereof, Monday to be the first day of the calendar week.
  - (b) Regularly assigned engineers who are available for service the entire week and who do not lay off of their own accord shall receive the weekly guarantee of 1,032 miles.
  - (c) Engineers regularly assigned a portion of calendar week will receive a daily guarantee of 172 miles for each day so assigned.
  - (d) When a regularly assigned engineer lays off of his own accord or is unavailable for service for other reasons, there will be deducted from the weekly guarantee a daily guarantee of 172 miles for each day or portion of a day not available.
2. (Memorandum of Agreement effective January 18, 1978) Carrier may establish one or more local freight assignments to go on and off duty at McIntosh, Alabama, subject to the following conditions:
  - (a) Engineers on these assignments will be allowed pay at the standard five-day yard rate of pay.



- (b) Extra engineers filling temporary vacancies will be furnished lodging at Jackson, Alabama, and Carrier will provide transportation between there and McIntosh for such engineers; except that such engineers may be furnished lodging at McIntosh if suitable lodging becomes available at McIntosh.
- (c) Road rules will be applicable to these assignments.
- (d) Working limits for these assignments will be between Jackson (M.P. 87.5) and Calvert (M.P. 114.9).

Q. NEW ORLEANS AND NORTHEASTERN SENIORITY DISTRICT

Freight trains between Meridian and Hattiesburg, or vice versa, will be allowed 100 miles in each directions with overtime based on the miles paid for and computed for each direction separately.

**ARTICLE 37**

**PHYSICAL EXAMINATIONS**

**(Memorandum of Agreement March 1, 1980)**

**A. Examinations**

1. Employees may be required to report for physical examinations to a physician of the Company's choosing upon being given written notice to do so by a proper official. Examinations as a matter of routine will not be held more often than once a year; this shall not, however, prevent special examinations at more frequent intervals if, in the judgment of Management, such examinations are necessary, nor shall it prevent periodic examinations at more frequent intervals if required by the physician.
2. In connection with such examinations the following shall apply:
  - (a) Employees required to take physical examination shall do so within twenty (20) days and may select a time during their layoff period if they so desire.
  - (b) The examination shall be privately conducted and no one but medical personnel will be in attendance.

**B. Disqualification**

1. If an employee is disqualified, the Chief Surgeon will promptly so notify the employee, in writing, setting forth both the medical diagnosis of the employee's condition and the Company's minimum medical standard which that condition does not meet.
2. Should a disqualification be accepted as valid and later the employee's health improves and such improvement is verified in writing by a competent physician, the employee or the General Chairman may request and will be granted another examination by the designated Company physician. The Company shall have ten (10) days from the receipt of medical verification of such improvement, to either reaffirm the disqualification or return the employee to service. If the employee is found to be qualified and is not notified within (10) days from the receipt of medical verification, he will be paid for all time lost after the tenth day until he is notified that he may return to service.

**C. Neutral Physicians**

1. If the employee takes exception to such disqualification, the employee or the local chairman will promptly notify the General Chairman, providing a written report from a physician of the employee's choice stating medical findings which demonstrate that employee does meet the Company's minimum medical standards. The Director of Labor Relations within twenty (20) days of the notice of disqualification, presenting

a written protest of the disqualification, together with the written report from the employee's physician stating the contrary medical findings. If the case is not brought to the attention of the Director of Labor Relations within twenty (20) days, the disqualification shall be considered valid. (see Section 2(b) for subsequent possible handling). The General Chairman and the Director of Labor Relations may agree to extend the time limit if circumstances beyond the control of the parties prevent this time limit from being met.

NOTE: These time limits will also apply in the event a dispute arises under 2(b).

2. Upon receipt of the contrary medical findings, the Director of Labor Relations and the General Chairman shall each select a doctor to represent them on a three-doctor board, each notifying the other of the name and address of the doctor selected. The two doctors thus selected shall confer and appoint a third doctor. The third doctor selected for the board shall be the neutral doctor, and where necessary shall be a specialist in the disease or injury from which the employee is alleged to be suffered. If possible, a neutral will be selected whose office is located near the employee's point of employment.
3. The neutral doctor thus selected will examine the employee. The doctors representing the employee and the Company will provide the neutral doctor with copies of the results of the relevant examinations by the employee's physician and the Company's physician. In addition, they may make any oral or written representations that they deem relevant to the proper determination of the case, provided they furnish a copy to the other party. After completion of the examination, the neutral shall make a report, furnishing one copy to the Director of Labor Relations and one copy to the General Chairman. The neutral doctor's report will set forth his medical findings and his conclusion as to whether the employee meets the Company's medical standards. Such conclusion shall be accepted as final and binding.
4. In the event the decision of the neutral doctor is that the employee does meet the applicable standards to continue in his regular occupation, the neutral shall render additional final and binding opinions as follows:

Whether the Company was justified in holding the employee out of service for the medical reason presented to the neutral doctor.

If found that the Company was not justified in holding the employee out of service, the date the neutral determines to be earliest date that the employee did meet the applicable standards.
5. Should the neutral's decision be favorable to the employee, lost time will be handled by the General Chairman and the Director of Labor Relations in accordance with the following:

A filed dispute for medical disqualification automatically includes a claim for all time lost as a result of such disqualification, whether so stated or not.

The employee will be paid for lost time from the date at which the neutral doctor rules he did meet the applicable standards until the date at which the employee is notified he may return to service.

6. Should the neutral doctor fail to comply with sections (c) and (d) above, his report and findings will be considered invalid. In this event, the Director of Labor Relations and the General Chairman shall request the Board of Medical Review to again convene and appoint a third doctor who will comply with this agreement.
7. The fee of the neutral doctor and any expense incurred in connection with his examination of the employee shall be paid equally by the Company and the Organization. The Company and the employee shall each defray the expenses of their respective appointees.

D. Improvement in Condition

If the neutral doctor upholds the disqualification and later the employee's health improves, the employee or the General Chairman may invoke the provisions of Section 2(b) above.

As a result of the July 26, 1978 BLET National Agreement, a committee consisting of two partisan members representing the Brotherhood of Locomotive Engineers and Trainmen, was established to continue study and formulation of a uniform Physical Examination Rule. This Agreement does not preclude the parties from adopting any agreements formulated by the committee, if the parties so agree.

E. Field Test

1. If an engineer fails to pass the proper examination for color vision by a Company physician he may request and will be granted a fair and practical field test which shall include the following:
  - (a) The judging of all of the various color signals used on the road and in the terminal for night and day runs. It also should include bridge and wayside signals. The distance from the signals shall not be less than two thousand (2,000) feet for fixed signals and six hundred (600) feet for hand signals.
  - (b) The test should be made:
    - (1) on a cloudless day between 10 a.m. and 2 p.m.; and
    - (2) after dusk and before dawn (not on a bright moonlit night)

2. If an engineer fails to pass the proper examination for eyesight by a Company physician he may request and will be granted a fair and practical field test which will include those elements of visual ability that an engineer must have to perform proper service.
3. If an engineer fails to pass the proper examination for hearing by a Company physician he may request and will be granted a fair and practical field test which will include those elements of hearing ability that an engineer must have to perform proper service.
  - (a) The result of such field tests shall not be determined by the tester but will be forwarded to the chief surgeon who shall make the final decision for the Company.
  - (b) The engineer taking the field test may be accompanied by his duly accredited representative.
  - (c) If an engineer is advised that he did not pass the vision or hearing field test he may take exception to the disqualification as provided in Article 37(C)(1).
  - (d) When taking color or eyesight test the engineer will be permitted to wear the glasses he normally wears when on duty.

## ARTICLE 38

## TERMS OF THE AGREEMENT

This consolidated Agreement, including Appendix, supercedes and combines into one document the former separate agreements listed in Attachment "A" governing engineers represented by the Brotherhood of Locomotive Engineers and Trainmen and the Carrier. Except where rules have been changed, this agreement does not alter existing practices and interpretations.

The parties recognize and agree that National Agreement rules, regardless of effective date, supersede any provisions/rules contained in this Agreement that are in conflict. National Agreements applicable to the undersigned parties remain in effect (whether or not reproduced herein) and supersede any provisions/rules contained in this consolidated Agreement (including Articles preserved in the Appendix) that are in conflict. Agreed-Upon-Questions and Answers and Letters of Understanding which reflect the mutual interpretations placed upon agreements remain in effect. Existing agreement(s), if any, that have been inadvertently omitted from the consolidated Agreement, will remain in effect, and the failure to include such agreements does not serve to abrogate them.

Rules governing passenger service have been intentionally omitted because the Carrier does not currently operate passenger service. In the event the Carrier resumes passenger service, the applicable rules in effect as of this date will be applicable to such service.

This Agreement is effective as of January 1, 2007, and will remain in effect until revised or abrogated in accordance with the provisions of the Railway Labor Act, as amended.

Signed in Norfolk, Virginia this 1<sup>st</sup> day of October, 2006.

FOR THE ENGINEERS:

R. C. Wallace

**R. C. Wallace, General Chairman**  
Brotherhood of Locomotive Engineers  
and Trainmen

FOR THE CARRIER:

H. R. Mobley

**H. R. Mobley, Assistant Vice President**  
Norfolk Southern Railway Company

## **ATTACHMENT "A"**

Norfolk Southern Railway Company

Cincinnati, New Orleans & Texas Pacific Railway Company

Alabama Great Southern Railroad Company (including (NO&NE)

Georgia Southern & Florida Railway Company

Saint Johns' River Terminal Company

New Orleans Terminal Company

Central of Georgia Railroad Company

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