

**ARTICLE 38**  
**Relinquishing Temporary Vacancies On**  
**Outlying Assignments By Extra Engineers**

(a) When an engineer assigned to the engineers' extra board is used to fill an outlying seven (7) day run or job on a temporary vacancy, he will be permitted (if he desires to do so) to give up that job after occupying same for seven (7) days. (If it is a six (6) day job, he will be permitted (if he desires to do so) to give up that job after the work week of the job is completed.) When he gives up the job he will be required, promptly at the close of his day's work on the job, to notify the local foreman or agent, as the case may be, and also notify the office keeping the extra board; and will be required to return to his home terminal promptly and mark up on the extra board promptly upon his return. Failing to notify promptly at the close of his last day's work that he is giving up the job, he will be expected to work the job the next day that it is worked.

(b) Inasmuch as the foregoing likely will result in more travel by engineers to and from outlying points, the following will apply insofar as concerns deadheading:

- (1) The provisions of Article 37, Deadheading, are hereby preserved and will apply to the situations here contemplated.
- (2) The first engineer deadheading from home terminal to an outlying point to relieve an engineer because of sickness or injury, death in family and vacations will receive the deadhead pay provided for in Article 37 from home terminal to outlying point; and the last engineer used on the vacancy caused by sickness or injury, death in family and vacations will receive the deadhead pay provided for in Article 37 from outlying point to home terminal. All other travel or deadheading to and from the job will not be compensated.

(c) An engineer who is regularly assigned to an outlying job and who has laid off for any reason, or is on vacation, creating a temporary vacancy to be filled off of the extra board, will report for return to duty on such assignment, not less than twelve (12) hours prior to the time he intends to protect his run, so as to (1) obviate sending an extra man to protect a non-existent vacancy, or (2) to permit of the earlier return to his home terminal of the extra man who may be at the outlying point protecting the temporary vacancy.

(d) Engineers laying off for one (1) trip or tour of duty only will be considered OK for service after one (1) trip or tour of duty unless permission is given to have leave extended not less than twelve (12) hours previous to the time to resume work.

(e) An extra engineer catching a hold down job of six (6) or seven (7) days who lays off during the hold down period will be required to return to the job if he has as much as one (1) trip or day left to work in the hold down period.

### ARTICLE 39 Calling Engineers

Except where engineers are required by bulletin to report for regularly assigned runs, they will be called as nearly as practicable one (1) hour and thirty (30) minutes before time required to report for duty, provided they live within one (1) mile of the terminal. Engineers who can be reached by local telephone service will be called by telephone regardless of distance from district terminal station, provided that should the telephone be out of order, the railroad assumes no liability.

### ARTICLE 40 Called And Not Used

When engineers are called and for any reason other than their own are released without performing service, they will be allowed four (4) hours at the rate for the service called for and stand first out. If held on duty more than four (4) hours and released without performing service, they will be allowed a minimum day at the rate for the service called for and stand last out.

### ARTICLE 41 Turn Out Of Terminals

(a) Engineers not assigned to regular runs will be called for service out of terminal in the order in which they arrived.

(b) Extra engineers will be worked first-in, first-out from extra board, filling temporary vacancies, extra work trains and wrecking service as provided by Article 54, paragraph (d).

(c) If pool and extra engineers are not used in proper turn they will be paid 50 miles for each runaround and stand first out.

Note: When pool freight crews have made one (1) turnaround from an outlying terminal to an intermediate point and return, and again stand first out for a succeeding turnaround trip, the crew standing next out will be used in their stead.

When crews are handled as above set forth the 50 mile runaround penalty under the rule will be waived.

(d) Engineers shall not be used in the aggregate when other engineers are available who have had full rest period off duty.

(e) Freight engineers shall not be used in the aggregate out of a terminal around other engineers unless the legal time for duty of the engineers so runaround is less than the average time of all freight trains on the district. When engineers are used in accordance with the foregoing, no runarounds shall be allowed.

#### ARTICLE 42 Held For Service

Engineers held for any particular service and losing their turn on the board will be paid one hundred (100) miles for the first twenty-four (24) hours, and one hundred (100) miles for each twenty-four (24) hours or major fraction thereof so held thereafter.

#### ARTICLE 43 Tied Up Between Terminals

(a) Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time, and not then until after the expiration of ten (10) hours on duty, under the Federal Law, or within two (2) hours of the time limit provided by State Laws, if State Laws govern.

(b) If road crews are tied up in less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law and their time will be computed as separate trips and not as continuous time.

(c) When road crews are tied up between terminals under the Law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crew, provided the longest period of

rest required by any member of the crew, either eight (8) or ten (10) hours to be the period of rest for the entire crew.

(d) Road crews tied up under the Law will be paid the time or mileage of their schedule from initial point to tie up point. When such crews resume duty on a continuous trip, they will be paid miles or hours, whichever is the greater, from tie up point to next tie up point, or to terminal. It is understood that this Article does not permit crews to be run through terminal unless such practice is permitted under their schedule.

(e) Road crews tied up for rest under the Law and then towed or deadheaded into terminal, with or without engine or cabooses, will be paid therefor as per paragraph (d) of this section, the same as if they had run the train to such terminal.

(f) A continuous trip will cover movement straight away or turnaround from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when crew resumes duty.

(g) Should engineers be tied up between district terminals after the expiration of ten (10) hours on duty, they will be considered as tied up under the Law; if tied up before the expiration of ten (10) hours on duty, they will be on duty and under pay at the expiration of twelve (12) hours, except in cases of casualty or washouts, in which event the provisions of Held Away From Home Terminal will apply if held at the tie up or relief point in excess of sixteen (16) hours.

Casualty as used applies to collisions, serious derailments, storms or fires that obstruct the line or accidents to persons of sufficient severity to justify considerable delay. This rule does not apply to engineers handling officers' specials, work trains, or wrecking trains.

(h) If any service is required of engineers or if held responsible for the engine during the tie up under the Law, they will be paid for all such time as a continuation of the trip.

#### ARTICLE 44 Boarding Accommodations

(a) Engineers will not be tied up where they cannot get boarding accommodations except in compliance with the Hours of Service Law.

- (b) Engineers handling wrecker will be permitted to eat on wrecker diner. See also Addendum No. 2(e).

#### ARTICLE 45 Doubling Hills And Lap-Backs

(a) When an engineer is required to make a side or lap-back trip between terminals involving a move of twenty-five (25) miles or less, miles made will be added to mileage of the regular trip and paid for on continuous basis; and if the mileage of such side or lap-back trip exceeds twenty-five (25) miles, actual miles with a minimum of one hundred (100) miles will be allowed therefor, but the time involved in the side or lap-back trip will be deducted from total time of trip in computing overtime.

(b) When an engineer is required to double a hill or leave his train to assist others, between terminals, he will be paid for the actual time consumed at the pro-rata rate or for the additional mileage, whichever is the greater. If required to move tonnage in excess of tonnage rating of locomotive, necessitating a double, a minimum day will be allowed in addition to regular mileage for the trip, but the time involved in the double will be deducted from total time of trip in computing overtime.

- (c) Paragraph (a) will not apply to dodgers.

#### ARTICLE 46 Use Of Telephones

An engineer required to copy train orders, not including CTC block clearances over telephones, will be allowed one (1) hour at pro-rata rate in addition to all other earnings of the trip. If required to copy train orders at more than one location, the allowance will be applied separately at each such point. No allowance will be made where train orders are taken due to emergency conditions involving serious disruptions of service, such as wrecks, washouts, high water, slides, fires, hot boxes engine or car failures, break-in-two's, defects in tracks or bridges, or personal injuries, failure of fixed signals to clear, or other emergencies of similar importance; and except also at junction points where train orders and train order register checks are required.

#### ARTICLE 47 Attending Court, Inquest Or Investigation

(a) Regular assigned engineers instructed by the Company to attend court or inquest or given deposition will be paid the earnings of their run and their legitimate

expenses. When required to attend court or inquest or give deposition on their layover day, they will be paid a minimum day for each calendar day.

(b) An engineer assigned to an engineer's extra board required to attend court or inquest or give deposition will be paid a minimum day for each calendar day and in addition thereto, his legitimate expenses for such service.

(c) An engineer called by the Company to attend an investigation as a witness will, if time is lost, be paid what he would have made had he not been called as a witness. If required to attend an investigation as a witness on a layover day, he will be paid on the minute basis at the rate applicable to the last service performed for the actual time required to be in attendance at the investigation, the time to be computed from the time required to report until released, with a minimum of one (1) hour. If required to leave his home terminal he will be allowed his legitimate expenses.

(d) An engineer assigned to an engineer's extra board required to attend an investigation as a witness will be paid on the minute basis at the rate applicable to the last service performed for the actual time required to be in attendance at the investigation, the time to be computed from the time required to report until released with a minimum of one (1) hour. Such engineer missing a trip because of attending an investigation as a witness will be paid the earnings he would have made had he not been called as a witness and will be marked on the board ahead of the extra man who made the trip.

(e) Engineers not disciplined and who are required to deadhead to or from the point where an investigation is held will be compensated for the loss of earnings or for deadheading, whichever is the greater.

## ARTICLE 48 Discipline

(a) Engineers shall not be discharged, suspended or demerits placed against their records except for good and sufficient cause. If an engineer is suspended pending an investigation, the investigation will be held within seven (7) days from the time relieved from duty, provided all principals and necessary witnesses can be made available on a particular day within that period, he will be given not less than three (3) days written notice of such investigation and a decision shall be rendered in the case within five (5) days from date of investigation. Engineers will be notified of any disciplinary records made against them.

When an engineer is charged with any offense the charge shall be specific. Investigations will be held promptly but in any event not later than fifteen

(15) days from the date a carrier officer having authority to order an investigation has knowledge of occurrence of the incident to be investigated, except when the employee being investigated, his representative or a material witness is unable to attend because of injury, sickness, vacation, or other sufficient cause, then the investigation may be deferred until such time as they are able to attend. A decision shall be rendered within ten (10) days from date of investigation.

(b) Engineers shall not be discharged, suspended or demerits placed against their records until they have had a fair and impartial investigation before an officer of the Company. At such investigation engineers may be represented by an employee of their own choice or by the regularly constituted committee of their organization. The representative of the engineers involved in the investigation shall have the right to introduce witnesses and interrogate any witnesses giving testimony at the investigation.

Where the individual may not desire a representative he will have the right to introduce and question witnesses.

When engineers are found to be not guilty they shall be returned to the service and paid for all earnings lost.

(c) Engineers shall have the right to appeal from any decision which involves discipline and such appeal may be handled by the regularly constituted committee of their organization. In case new evidence is introduced on appeal, the question of pay will not be considered.

Appeals from the decision must be made within sixty (60) days from date of decision to the next ranking officer who must render a decision in writing within sixty (60) days of date of such appeal. The order of procedure shall be, the original decision will be appealed to the Superintendent of Transportation and the Superintendent of Transportation's decision appealed to the Chief Operating Officer or his duly accredited representative.

(d) In case of appeal the committee will, upon application, be furnished with a stenographic copy of the proceedings of the investigation.

(e) Engineers required to attend investigation on layover day, and found to be not guilty and who otherwise suffer no loss of earnings as a result of such investigation will be paid on the minute basis at the rate of the last service performed for the actual time required to be in attendance at the investigation, the time to be computed from the time required to report for the investigation until released therefrom with a minimum of one (1) hour.

(f) Engineers dismissed from the service will not be reinstated after being out of service for one (1) year from date of dismissal unless such reinstatement is concurred in by the Brotherhood of Locomotive Engineers Committee. If reinstated, they shall retain all their former seniority rights.

#### ARTICLE 49 Time Slip Correction

(a) When an engineer is not allowed time as claimed, Form 204 will be promptly returned to him with explanation as to reason why time was not allowed.

(b) Where there is an error of a day's pay in an engineer's paycheck, a time check or voucher will be issued in the amount of such error if requested.

#### ARTICLE 50 Time Limit On Claims And Grievances

(Section 17, August 11, 1948  
National Agreement)

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the company authorized to receive same, within sixty (60) days 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 (60) days from the date same is filed, notify the employee or his representative of the reason 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.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the carrier shall be notified of the rejection of his decision. 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.

(c) The procedure outlined in paragraphs (a) and (b) 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 (60) 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 (6) 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 (6) months period herein referred to.

(d) 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.

(e) This rule recognizes the right of representatives of the organizations, parties hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.

(f) This rule shall not apply to requests for leniency.

#### ARTICLE 51 Application Limit

No engineer shall be discharged on account of application being disapproved after having been in the service of the Company sixty (60) days except when making misrepresentation.

#### ARTICLE 52 Promotion

(a) Promotion and establishment of date of seniority as engineer as provided herein shall date from the first day after he satisfactorily completes the examinations and has received his certificate as an engineer. He shall be carried on the engineers' seniority roster in the order of his fireman's seniority date.

(b) No demoted engineer will be permitted to hold a run as fireman on any seniority district while a junior engineer is working on the engineer's extra list or holding a regular assignment as engineer on such seniority district.

(c) If the engineer to be hired is not available when needed and the senior qualified fireman is promoted, the date of seniority thus established shall fix the standing of the hired engineer, who if available and qualified within thirty (30) day

from the date senior qualified fireman is promoted, will rank immediately ahead of the promoted fireman. The promoted fireman will retain his date of seniority as engineer.

(d) In case an engineer is hired and used in actual service when, under the requirements, a fireman should have been promoted, the date of seniority thus established shall fix the standing of the senior qualified fireman (or firemen) due to be promoted, providing he or they are eligible and qualify within thirty (30) days, who shall rank immediately ahead of the hired engineer on the engineers' seniority list. The hired engineer will retain his date of seniority.

(e) The posting of seniority rank of promoted or hired engineers should be placed on enginemen bulletin boards on the seniority district on which the man holds rank within ten (10) days following date of promotion.

### ARTICLE 53 Qualifying On Road

Newly promoted engineers, engineers returning from leave of absence, and engineers returning from reduction in force, if they have been off in excess of six (6) months, will be required to acquaint themselves with the road on their own time, if required by the company, prior to assuming engineer duties thereover.

### ARTICLE 54 Home Terminals And Seniority Districts

(a) Engineers will be allowed to lay off and go to work at home terminals. The following will be home terminals for engineers:

Kansas City:	Yard engineers in Kansas City.	
Pittsburg:	First and Second Subdivisions.	
Heavener:	Third and Fourth Subdivisions.	
Shreveport:	Fifth Subdivision.	
Shreveport:	Sixth Subdivision.	)One Seniority
Leesville:	Seventh Subdivision.	)District.

(b) Engineers on regular assigned runs which do not reach the regular established home terminal will be allowed to lay off and go to work at the destination of their run.

(c) When a regular established run extends over two (2) districts, or one (1) district and twenty (20) miles or more of another, each district shall have its

representation. In case of short runs lapping two (2) seniority districts, each shall have its representation, provided each has twenty (20) percent or more of the total mileage of the run, and if not, the district having the greater mileage will man the run. The oldest engineer in seniority will have preference to layovers.

(d) The right to run engineers actually performing work train or wrecking service in and out and through terminals is conceded, provided that, when the aggregate operation on both sides of the terminal exceeds one hundred (100) miles, at least a minimum day at work train rates will be allowed for the service performed on each side of the terminal. Work trains moving over a district without performing work train service and wreckers moving over a district without performing wrecking service shall be considered as through freight trains and governed by the rates and rules applicable thereto.

(e) Work trains operating over a part of two seniority districts shall be manned in accordance with paragraph (c) of this Article.

## ARTICLE 55 Physical Examinations

(a) In the event an employee is required by carrier's instructions to travel to a point away from the home terminal of his assignment for a physical examination, he shall be paid the earnings of his assignment. If no earnings are lost on such days, he shall be paid a minimum day for each day involved in going to the point of examination, obtaining same, and returning from such examination.

It is understood that an employee assigned at an outside location, maintaining his residence in the home terminal and examined at the home terminal, or an employee assigned at home terminal, on his off days, will be entitled to pay on the minute basis from the time he reports for the examination until the examination is completed, with a minimum of two (2) hours and a maximum of eight (8) hours pro-rata. If required to report for examination on other than his off days at his home terminal, the employee will be paid lost earnings.

(b) An employee held out of service as the result of an examination or re-examination requested by the carrier will, upon request of the employee involved, be promptly furnished with a copy of the examining physician's findings and diagnosis.

(c) When a working employee is held out of service by the company and required to undergo physical examination and it is found in the opinion of the examining physician that he is unable to perform service, if the employee questions that diagnosis he will be privileged to have a physician of his own choosing to examine

him. In case of disagreement between his physician and the physician representing the company, they shall select a neutral physician within a reasonable period, not exceeding 15 days from the date the employee is disqualified, and the decision of the majority of the three (3) will be final. The three (3) physicians will examine the employee and render a report of their findings within a reasonable time, not exceeding 15 days after their selection, setting forth the employee's physical condition and their conclusions as to whether he meets the requirements of the company's physical examination rules. The 15-day periods mentioned above may be extended through mutual agreement between the General Chairman and the Vice President - Personnel. If it is determined by the majority that the employee's condition did not warrant his being held from service, he will be returned to service and paid for all time lost. The railroad company and the employee involved will each defray the expense of their respective physicians. The fee of the third member of the board, not exceeding \$50.00, will be borne by the employee involved and the railroad company. Other examination expenses, such as X-ray electrocardiographs, etc., not exceeding \$50, will be borne equally by the employee involved and the railroad company.

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

(e) If an employee has not been working, due to illness or injury, and upon his advising the company that he desires to return to work, and the company holds him out of service to undergo a physical examination, the provisions of (a) through (d) above shall apply. An employee who has been off for a period of ninety (90) days or more will, when required by the carrier, submit himself for a physical examination before returning to work without compensation.

## ARTICLE 56 Re-Examination On Rules

Engineers who are required to attend re-examination on rules and regulations will when attending such re-examinations during off-duty hours be paid actual time at the pro-rata rate of service last performed while attending such re-examinations, with a minimum of one (1) hour and a maximum of three (3) hours.

**ARTICLE 57**  
**Engines Officially Classified**

For the purpose of officially classifying locomotives, carrier will list in the timetable showing the actual weight on drivers of all engines in service, such weights obtained when engines were fully supplied. In event other locomotives are purchased, the General Chairman will be advised of the weight on drivers.

**ARTICLE 58**  
**Handling Engines**

(1) Where road engineers are required to:

(a) Assemble their engine in preparation for the outgoing trip by placing together two (2) or more diesel units from more than one (1) track, or

(b) Set out (reduce) a unit or units from their engines (if they consist of multiple units) in preparation for outgoing trip or within the confines of their final terminal, they will be paid twenty (20) minutes at the pro-rata rate in addition to their other earnings for the day or trip.

(2) When road engineers are required to:

(a) Turn their engine on a turntable, or turn their engine on a wye at the initial terminal in preparation for the outgoing trip, or,

(b) Turn their engine on a turntable, or turn their engine on a wye at the final terminal or turning point or enroute in preparation for the next or return trip, they will be paid actual time, with a minimum of twenty (20) minutes at the pro-rata rate in addition to their earnings for the day or trip.

If an engineer is required to assist with hand-operated turntable in turning an engine such allowance will be increased to thirty (30) minutes.

(3) In neither (1) nor (2) above will any allowance be made if the engines (or units involved, single or multiple) are handled by switch engines; nor will it apply to obtaining made-up engines from ready tracks or putting engines on tie-up tracks.

(4) Whenever this Article is in conflict with Article 6, only one (1) allowance, whichever is the greater, will be made.

**ARTICLE 59**  
**Picking Up And Setting Out Diesel**  
**Units In Road Service**

Road engineers on diesel locomotives who are receiving road rates of pay and paid under rules applicable to road service, who are required to set out or pick up a diesel unit (or units) between terminals of a particular run which involves the making or breaking of connections between the units by a member of the engine crew, will be paid thirty (30) minutes at the pro-rata rate for the trip. The allowance provided for herein shall be paid but once at each point where such service is performed, regardless of the number of units set out or picked up at such point. The term "unit (or units)" is intended to mean a unit or units that were operated or are to be operated by the engineer on the run on which service is performed.

The allowance provided for herein will not be applicable when a unit or units are picked up or set out because of mechanical failure.

This Article does not convey a contractual right to the service referred to in the first paragraph of this Article.

**ARTICLE 60**  
**Engines**

At points where mechanical force is maintained, engineers shall be relieved of placing supplies on engine, but must know that all necessary supplies are on engine before starting on run.

Engines will be equipped with seat cushions, arm rests, awnings, water coolers and other necessary supplies and equipment. An engine crew will be furnished sufficient ice or mechanically cooled water when available and weather conditions warrant. Engines will be equipped with heaters during winter months.

Engineers will inspect and report work necessary to be done but will not be required to do any repair or renewal work on engines where company has facilities for doing same.

**ARTICLE 61**  
**Pilots**

Engineers will be used as a pilot when available on foreign line trains and will be paid the regular rate for trip according to class of service. This does not apply to trains of companies having trackage contracts with this company.

## ARTICLE 62

### Handling Of Circus Trains

Engineers assigned to circus trains which stop on the district to exhibit will be paid through freight rates and time will be computed on basis of time and one-half and allowed as miles or hours, whichever amounts to the most, from time ordered to begin work until tied up at an intermediate point, or relieved at a terminal. It being understood that engineers assigned to this service will perform any work necessary to such trains and may be tied up at any point; such tie-up will end the run and another day begin when again placed on duty.

A minimum of 150 miles will be allowed for each day while assigned to this service, except that one hundred (100) miles will be allowed when held at any point over Sunday and no train service performed. No overtime will be allowed except on basis provided above.

This rule will not apply when continuous run is made between district terminals.

## ARTICLE 63

### Emergency Engineers To Be Relieved

When emergency engineers are used out of terminals, where there are no regular assigned extra boards, they will be relieved upon their arrival at terminals where regular extra boards are maintained, except where emergency engineers are used south out of Shreveport or Leesville, they will be continued back to Shreveport or Leesville, as case may be, where they will be relieved.

When an emergency engineer is used on an outlying assignment or a work train that ties up on the road, an extra engineer upon becoming available, if he so desires and serves the agreed to 12 hour notice, may relieve the emergency engineer for the next tour of duty. It is understood there will be no expense to the company in the operation of this rule.

## ARTICLE 64

### Passes

(a) Engineers will be shown the same consideration in the issuance of free transportation as is accorded other employees in service.

(b) When the company finds it necessary to move an employee to another division or subdivision it will furnish such employee free transportation for himself, family and household goods, if allowed to do so under the law.

**ARTICLE 65**  
**Leave Of Absence**

(a) No engineer will be granted leave of absence for more than sixty (60) days except in case of sickness or disability.

(b) Engineers promoted to official positions on the Railway or Brotherhood of Locomotive Engineers shall retain their rights on their division.

**ARTICLE 66**  
**Vacations**

The parties hereto are parties signatory to National Vacation Agreement of April 29, 1949 as amended by National Agreements with the Brotherhood of Locomotive Engineers and the National Railway Labor Conference. See Addendum No. 1 (a), (b) and (c).

**ARTICLE 67**  
**Paid Holidays**

The parties hereto are parties signatory to National Agreement of June 25, 1964, covering among various subjects, the subject of paid holidays. See Addendum Nos. 2(a), (b) and (c).

**ARTICLE 68**  
**Hospital, Surgical And Medical Benefits**

The parties hereto are parties signatory to National Agreement of July 18, 1964 covering hospital, medical, surgical and life insurance.

**ARTICLE 69**  
**Extension Of Switching Limits**  
**(National Agreement Of May 13, 1971)**

(a) Where 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 therefor 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 therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

(b) When service is performed outside of switching limits by yardmen 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 BLE General Chairman or General Chairman representing yard and road engineers by the carrier each month. The BLE General Chairman or General Chairman involved may at periodic intervals of not less than three (3) 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.

(c) This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed.

(d) The foregoing is not intended to amend or change existing agreements involving full time switching service performed solely by road crews at industrial parks located within the four (4) mile limit referred to in paragraph (a) herein that have been negotiated on individual properties since the National Agreement of 1952.

## ARTICLE 70 Regulation Of Mileage

(a) In regular and extra passenger service a sufficient number of engineers will be assigned to keep the average mileage, or equivalent thereof, between 4,000 and 4,800 miles per month.

(b) In assigned, pool or chain gang freight, or other service, paying freight rates, a sufficient number of engineers will be assigned to keep the average mileage, or equivalent thereof, between 3,200 and 3,800 miles per month.

(c) On road extra lists a sufficient number of engineers will be maintained to keep the average mileage, or equivalent thereof, between 3,200 and 3,800 miles per month; provided that when men are cut off the working lists and it is shown that those on the extra lists are averaging the equivalent of 3,400 miles per month, men will be returned to the extra lists if the addition will not reduce the average mileage, or equivalent thereof, below 3,200 miles per month.

(d) 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.

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

(f) Upon completion of each trip, engineers must register, in a book provided for that purpose, their trip mileage or equivalent thereof. Failing to so register their mileage, they will not be entitled to their turn out. This rule shall not operate to penalize the railway.

(g) Should an engineer make the maximum mileage as prescribed in this Article, he will not be permitted to make an additional trip during that month. If however, any engineer exceeds his maximum miles or days, as stipulated in the preceding paragraphs, in any month, such excess will be charged to his mileage or days in the following month.

Note: Engineers used in combination service will be permitted to make the equivalent of 3,800 miles in freight service. This shall not be construed to modify the rule regulating mileage of men in extra service as covered by Section (c).

(h) In regulating the working lists in the respective classes of service, each list will be handled separately. In the regulation of mileage neither the minimum nor the maximum is guaranteed.

(i) No reduction will be made so long as engineers in assigned or extra passenger service are earning the equivalent of 4,000 miles per month; in assigned, pool or chain gang freight or other service paying freight rates are averaging the equivalent of 3,200 miles per month; on the road extra list are averaging the equivalent of 3,200 miles per month, or those on the extra list in switching service are averaging 26 days per month.

(j) When for any cause it becomes necessary to reduce the number of engineers on the engineers' working list on their seniority district, the following regulations will apply:

(k) If reductions are made they shall be in reverse order of seniority.

(l) When engineers are laid off on account of reductions in service, they will retain all seniority rights, provided they return to actual service within thirty (30) days from the date their service was required.

(m) The rules under this Article shall not operate to penalize the company in any manner whatsoever.

(n) Under the provisions of the above rules it is understood that after all engineers who have been taken off have been returned to service as engineers, the 3,400 mileage replacement for Road Extra Men and the 31 days replacement for Yard Extra Men shall not apply with respect to further additions.

Mileage check will hereafter be made each ten (10) days and this method of checking will continue in effect. Such mileage check will cover the ten (10) days next previous to date on which check is made. The mileage disclosed by such ten (10) day check will be multiplied by three (3) to determine the equivalent monthly mileage. Adjustment in the number of freight pools and extra board will be made accordingly.

[For Kansas City, see Addendum No. 8(b).]

The only mileage made by emergency engineers which will be counted in accumulating mileage chargeable to the extra board will be such mileage as the extra board could have made. Examples of mileage which will be excluded:

- (1) That which could not have been made by the extra board due to the Hours of Service Law;
- (2) That which could not have been made by the extra board due to working other assignments.

When necessary to increase the extra list temporarily between checking dates, to take care of the business of the company, the additional men will be taken off the list as soon as the cause requiring the adding of the men no longer exists.

## ARTICLE 71 Exercise Of Seniority

On April 1st and October 1st of each year, engineers will be permitted to exercise seniority to a job of their choice.

Engineers desiring to exercise seniority on these dates must give not less than twenty-four (24) hours advance notice to supervisor or other authorized person of intent to do so. Engineers may displace any junior engineer or may exercise seniority to an assignment an engineer has vacated (except advertised vacancies).

Engineers away on vacation, sick leave or leave of absence on these dates will be permitted to exercise seniority at time of reporting for duty provided the twenty-four (24) hours advance notice is given.

It is agreed that no penalty will accrue to the carrier by reason of a man changing from one job to another, either voluntarily or because of displacement, nor will deadhead pay be allowed, as a result of the operation of this Article.

## ARTICLE 72 Transfer And Resignation

(a) Engineers transferring from one division or district to another by orders of the Company may have the privilege of returning to their respective division or district before engineers are employed or firemen or hostlers are promoted providing they state their choice to the Master Mechanic in writing within sixty (60) days from the date of transfer.

(b) Engineers who resign shall lose all seniority rights.

## ARTICLE 73 Seniority Lists

A list showing the seniority of all engineers will be posted in bulletin books at all terminals on each division, and corrected January 1st of each year, subject

to claim for correction by Local or General Chairman. A copy of seniority lists will be furnished Local and General Chairman together with any changes made.

#### ARTICLE 74 Settling Disputes

(a) The regular constituted committee will settle questions of seniority among the men, and will be furnished copies of the railroad's records relating thereto upon request from the committee.

(b) When engineers select an adjuster from among their number to settle questions of seniority or rights to run among themselves, the officers will, upon application, assist them with the Company's records and when such questions of seniority are determined, assignments will be made upon written request of engine adjusters; provided such decision is based upon the records of the Company.

#### ARTICLE 75 Emergency Defined

The term "emergency" as used in these rules will imply collisions, derailments, storms, fires or obstructions of the main line, or accidents to persons of sufficient severity to justify considerable delay.

#### ARTICLE 76

All memoranda of agreement, interpretations and letters of understanding in effect (and which continued in effect) at and following the time of signing of schedule agreement which this agreement supersedes, and all subsequent agreements, interpretations and letters of understanding still in effect, shall remain in effect unchanged (unless specifically changed or amended hereby) until cancelled under the Railway Labor Act or amended by agreement between the parties signatory hereto.

Appended hereto is a list of understandings and agreements which are to remain in effect; however failure to include therein an existing understanding or agreement does not change or eliminate it unless it is changed, amended or cancelled by these revised rules.

## ARTICLE 77

No change will be made in the foregoing rates, rules and regulations except by mutual agreement between the parties hereto, or by thirty (30) days written notice by either party to the other in accordance with the provisions of the Railway Labor Act as amended.

Signed at Kansas City, Missouri, this 5th day of April, 1973.

FOR THE EMPLOYEES:

T. J. Fulkerson, General Chairman  
Brotherhood of Locomotive Engineers

FOR THE CARRIER:

D. E. Farrar,  
Vice President - Personnel