

V A C A T I O N A G R E E M E N T

DATED APRIL 29. 1949
As amended

August 17, 1954

January 18, 1961

November 17, 1964

June 22, 1967

BROTHERHOOD OF LOCOMOTIVE ENGINEERSSECTION 1

(a) Effective January 1, 1965, 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 one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

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

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1

days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

(b) Effective January 1, 1965, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having three 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 one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said three or more years of continuous service renders service of not less than four hundred eighty (480) basic days in miles or hours paid for as provided in individual schedules.

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

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

(c) Effective January 1, 1967, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having ten or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said ten or more years of continuous service renders service of not less than sixteen hundred (1600) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service 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 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

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

(d) Effective January 1, 1965, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty or more years of continuous service renders service of not less than thirty-two hundred (3200) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service 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 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers in the application of this Section 1(d) each basic day in all classes of service shall be computed

as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

NOTE: In the application of Section 1(a), (b), (c) and (d), 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.

(e) (Not applicable.)

(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 sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1(f) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c) and (d), 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 four hundred eighty (480) basic days under Section 1(b) and sixteen hundred (1600) basic days under Section 1(c), and thirty-two hundred (3200) basic days under Section 1(d).

(h) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, 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.

SECTION 2 - Employees qualified under Section 1 hereof shall be paid for their vacation as follows:

(a) An employee receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid 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 carrier in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than six (6) minimum basic days' pay at the rate of the last service rendered.

(b) An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 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(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than twelve (12) minimum basic days' pay at the rate of the last service rendered.

(c) An employee receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid 3/52 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(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than eighteen (18) minimum basic days' pay at the rate of the last service rendered.

(c-1) An employee receiving four weeks' vacation, or pay in lieu thereof, under Section 1(d) shall be paid 4/52 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 be less than twenty-four (24) minimum basic days' pay at the rate of the last service rendered.

(d) Beginning on the date Agreement "A" between the parties, dated May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned:

Yard Service

(1) An employee receiving one weeks' vacation, or pay in lieu thereof, under Section 1(a) shall be paid 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(g)) during the calendar year preceding the year in which

the vacation is taken, but in no event shall such pay be less than five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

(2) An employee having interchangeable yard and road rights receiving one weeks' vacation, or pay in lieu thereof, under Section 1(a) shall be paid 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 (g)) 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 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 shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

Yard Service

(3) An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 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(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

Combination of Yard and Road Service

(4) An employee having interchangeable yard and road rights receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 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 (g)) 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 shall be not less than twelve (12) 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 shall be not less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

Yard Service

(5) An employee receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid $\frac{3}{52}$ 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 (g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

Combination of Yard and Road Service

(6) An employee having interchangeable yard and road rights receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid $\frac{3}{52}$ 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 (g)) 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 shall be not less than eighteen (18) 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 shall be not less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

(7) 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 $\frac{1}{6}$ th.

NOTE: Section 1(b), 1(c), 1(d) and Section 2(d) of this Agreement applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

Yard Service

(8) An employee receiving four weeks' vacation, or pay in lieu thereof, under Section 1(d) shall be paid $\frac{4}{52}$ 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 be less than twenty (20) minimum basic days' pay at the rate of the last yard service rendered.

Combination of Yard and Road Service

(9) An employee having interchangeable yard and road rights receiving four weeks' vacation, or pay in lieu thereof, under Section 1(d) shall be paid 4/52 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 shall be not less than twenty-four (24) 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 shall be not less than twenty (20) minimum basic days' pay at the rate of the last yard service rendered.

SECTION 3

Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation or 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 employees' own accord under any guarantee rules and will not be considered as breaking such guarantees.

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

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 employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

SECTION 7

(a) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

(b) After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

SECTION 8

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance 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 therefor 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.

SECIION 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 ant either the carrier or the organization desires that the dispute

or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five

members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organization signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any dispute or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

SECTION 11

This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, in so far as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen and Switchmen's Union of North America.

An employee who has taken or is scheduled to commence his vacation turing the year 1949 prior to July 1, 1949 shall not be entitled to the increased vacation nor to the vacation allowance provided for herein during the period July 1, 1949-December 31, 1949.

SECTION 12

This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

SECTION 13

This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

SECTION 14

The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

MEMORANDUM

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.

2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.

3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.

4. An employee in yard service working 12 hours will be credited with 1-1/2 basic days.

5. An employee in freight service, runaround and paid 50 miles for same, will be credited with 1/2 basic day.

6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.

7. An employee in freight service, paid no overtime or other allowances, working as follows:

| | | |
|----------|---|-----------|
| 1st trip | - | 150 miles |
| 2nd " | - | 140 " |
| 3rd " | - | 120 " |
| 4th " | - | 150 |
| 5th " | - | 160 |

: Total - 700

will be credited with seven basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.

9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours will be credited with 1 basic day.

10. An engineman in short turnaround passenger service makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

11. A trainman in short turnaround passenger service makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

12. A trainman in short turnaround passenger service makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1-1/8 basic days.

13. An employee in freight service, deadheading, is paid 50 miles for same, will be credited with 1/2 basic day.

14. An employee is paid eight hours under the held away-from-home terminal rule will be credited with 1 basic day.

15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

INTERPRETATION OF CONTINUOUS SERVICE

PROVISIONS OF

SECTION 1 OF VACATION AGREEMENT

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of 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.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

A G R E E M E N T

This agreement made this 11th day of August, 1948, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof and represented by, the Eastern, Western, and Southeastern Carriers' Conference Committees, and the employees shown and represented respectively by the BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, and SWITCHMEN S UNION OF NORTH AMERICA through their Conference Committees.

IT IS HEREBY AGREED:

Section 1 - Minimum Basic Daily Rates for Engineers and Firemen, and Helpers on Other Than Steam Power, in Freight Service.

The minimum rates for engineers and firemen, and helpers on other than steam power, used in all classes of service paying freight rates shall be the rates presently applicable to locomotives weighing 100,000 pounds and less than 140,000 pounds on drivers; and the rates for such service on locomotives weighing 140,000 pounds and less than 170,000 pounds on drivers shall be the same as those presently applicable to locomotives weighing 170,000 pounds and less than 200,000 pounds on drivers.

Existing rate and weight on driver tables shall be revised accordingly, preserving any higher rate that may be in effect on any specific locomotive or any class of freight service on an individual carrier.

Existing differentials for divisions or portions thereof or mountain or desert territory as compared with valley territory, whether expressed in rates or constructive mileage allowances, are preserved.

This shall be effective as of January 1, 1948.

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Section 2 - Basic Daily Rates for Engineers and Firemen, and Helpers on Other Than Steam Power, in Yard Service .

The rates presently in effect for through freight service shall be made applicable to engineers and firemen, and helpers on other than steam power, in yard service, except that the rate for firemen and helpers in yard service, on locomotives weighing less than 140,000 pounds on drivers shall be \$10.49; provided, however, that the existing differentials between the rates for firemen on steam locomotives and helpers on electric locomotives in yard service shall be maintained.

Rates for engineers and firemen, and helpers on other than steam power, in yard service shall be as set out in Appendix A, attached hereto and made a part hereof. Existing rates in yard or through freight service which are higher than those shown in Appendix A shall be maintained in applying this section, except that existing differentials in through freight service for divisions or portions thereof or mountain or desert territory as compared with valley territory, whether expressed in rates or constructive mileage allowances, shall not be applied to yard service.

No oil differential shall apply in yard service.

This shall be effective as of January 1, 1948.

Appendix A to Section 2 -- Rate Tables

NOT REPRODUCED IN THIS COMPUTERIZED REPRODUCTION

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Section 3 - Rate of Pay for Hostlers and Outside Hostler Helpers

The daily Rate of pay for Hostlers and Outside Hostler Helpers will be as follows:

| Occupation | Daily Rate |
|-------------------------|------------|
| Outside Hostlers | \$11.17 |
| Inside Hostlers | 10.49 |
| Outside Hostler Helpers | 9.88 |

This shall be effective as of January 1, 1948.

Section 4 - Rate for Yard Switchtenders.

The daily rate of pay for Switchtenders will be - \$9.91.

This rate shall become effective as of January 1, 1948, except on such roads as the Employees Committee may elect to preserve the existing rate and so notify the carrier within thirty days from the date of this agreement.

Section 5 Yard Conductors (foremen) and Yard Brakemen (Helpers).

The basic daily rate for yard conductors (foremen) and yard brakemen (helpers) shall be increased by fifteen cents (\$.15).

This rate shall become effective as of January 1, 1948, except on such roads as the Employees Committee may elect to preserve the existing rate and so notify the carrier within thirty days from the date of this agreement.

Section 6 - Differential for Yard Conductors (Foremen).

The basic daily rate for yard conductors (foremen) shall be determined by adding eighty five cents (\$.85) to the basic daily rate paid to yard brakemen (helpers).

This rate shall become effective as of January 1, 1948, except on such roads as the Employees Committee may elect to preserve the existing rate and so notify the Carrier within thirty days from the date of this agreement.

Section 7 - Short Turnaround Passenger Service.

That part of the present short turnaround passenger service rule relating to the spread of hours shall be revised to provide:

Engineers and firemen, and helpers on other than steam power, on short turnaround passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held on duty, in excess of eight (8) hours (computed on each run from the time required to report for duty to the end of that run) within nine (9) consecutive hours; and also for all time in excess of nine (9) consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made. For calculating overtime under this rule, the Management may designate the initial trip.

(Examples and answers agreed to on individual railroads changed where necessary to conform with the above, shall remain in effect.)

This shall be effective September 1, 1948.

Section 8 - Minimum Rate For Engineers and Motormen Operating Motor or Electric Cars in Multiple Unit Passenger Service.

Engineers or motormen operating motor or electric cars, whether in multiple or single unit passenger service, shall be paid a basic day rate of \$11.52 with a daily guarantee of \$12.17.

This shall be effective as of January 1, 1948, except on such roads as the Employees Committee may elect to preserve the existing rate and so notify the Carrier within thirty days from the date of this agreement.

Section 9 - Overtime In Yard and Hostler Service..

The following rule shall be added for extra men:

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

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

In the application of this rule, the following shall govern:

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

(b) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service, (The term road service, as used in this paragraph (b), shall not apply to employes paid road rates, but governed by yard rules.)

(c) Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

(d) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

(e) Except as modified by other provisions of this rule, an extra employe working one shift in one grade of service and a second shift in another grade of service shall be paid time and one half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

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

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

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

This rule shall become effective on October 1, 1948, except on such roads as the Employees Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

Section 10- Initial Terminal Delay - Passenger Service,

(a) Initial terminal delay shall be paid on a minute basis to engineers and firemen, and helpers on other than steam power, in passenger service after one (1) hour s unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal (terminal means passenger station or other starting point from which the train actually departs), at one-eighth (1/8th) of the basic daily rate, according to 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.

Where mileage is allowed between the point of reporting and the point of departure, each mile so allowed will extend by three (3) minutes the one(1) hour period after which initial terminal delay payment begins.

(b) 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 which ever is the greater will be paid.

(c)When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

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

This rule shall become effective on October 1, 1948, except on such roads as the Employees Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

Section 11 - Initial Terminal Delay - Freight Service.

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

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

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of one (1) hour and fifteen (15) minutes after which initial terminal delay payment begins.

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

(b) 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 which ever is the greater will be paid.

(c) When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

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

This rule shall become effective on October 1, 1948, except on such roads as the Employees Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

Section 12 - Final Terminal Delay - Passenger Service.

(a) In passenger service (except as provided for in paragraph (b) of this rule) all time, in excess of 30 minutes, computed from the time train stops at the final terminal passenger station until finally relieved from duty, shall be paid for as final terminal delay; provided, that should train be stopped behind another train standing at or waiting to reach the final terminal passenger station, or be held out of that station for any other reason after entering final terminal, final terminal delay, in excess of 30 minutes, shall be computed and paid for from the time first so stopped until finally relieved from duty.

Note:: The phrase waiting to reach the final terminal passenger station, or be held out of that station. . . refers only to trains which are ready to enter the final terminal passenger station but are prevented from so doing.

(b) If the passenger train terminates at a point other than a final terminal passenger station, all time, in excess of 30 minutes, computed from the time train stops at such point until finally relieved from duty, shall be paid for as final terminal delay; provided, that should train be stopped behind another train standing at or waiting to reach such point, or be held out of or away from that point for any other reason after entering final terminal, final terminal delay, in excess of 30 minutes, shall be computed and paid for from the time first so stopped until finally relieved from duty.

Note: The phrase waiting to reach such point, or be held out of or away from that point. . . refers only to trains which are ready to enter such point other than the final terminal passenger station, but are prevented from so doing.

(c) 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 by three (3) minutes the thirty minute period after which final terminal delay payment begins.

(d) All final terminal delay, computed as provided for in this rule, shall be paid for, on the minute basis, at one-eighth (1/8th) of the basic daily rate, according to class of service and engine used, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this rule.

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 rule includes time required to make inspection, complete all necessary reports and/or register off duty.

(e) 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.

This rule shall become effective on October 1, 1948, except on such roads as the Employees Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

Section 13 - Final Terminal Delay - Freight Service.

(a) In freight service all time, in excess of 30 minutes, computed from the time engine reaches switch, or signal governing same, used in entering final terminal yard track where train is to be left or yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided, that should train be stopped because of yard conditions at final terminal, or by a preceding train waiting in or to enter yard, final terminal delay, in excess of 30 minutes, shall be computed and paid for from the time first so stopped until finally relieved from duty.

Note: The phrase that should train be stopped because of yard conditions at final terminal, or by a preceding train waiting in or to enter yard. . . means that should a train arrive at such switch or signal and other trains arrive and stand behind waiting to enter such yard; final terminal delay will be computed for all such trains from the time each train is so stopped.

(b) 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 by four and eight tenths (4.8) minutes the thirty minute period after which final terminal delay payment begins.

(c) All final terminal delay, computed as provided for in this rule, shall be paid for, on the minute basis, at one-eighth (1/8th) of the basic daily rate, according to class of service and engine used, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this rule.

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 rule includes time required to make inspection, complete all necessary reports and/or register off duty.

(d) 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.

(e) This rule shall not apply to pusher, helper, mine run, shifter, roustebout, transfer, belt line, work, wreck, construction, road switcher or district run service. This rule shall not apply to circus train servicewhere 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 (e) shall be determined on each individual railroad in accordance with the rules and practices in effect thereon.

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

This rule shall become effective on October 1, 1948, except on such roads as the Employees Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

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

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

(a) Engineers and firemen, and helpers on other than steam power, in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty, at the regular rate per hour paid them for the 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, fireman, or helper on other than steam power, be called for service or ordered to deadhead after pay begins, the held away-from-home-terminal time shall cease at the time pay begins for such service or, when deadheading, at the time the train leaves the terminal, except that in no event shall there be 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.

This rule shall become effective on October 1, 1948, except on such roads as the Employees Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

Section 15 - Conversion Rule.

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

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

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

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

(c) In passenger or through or irregular freight service where commercial LCL freight and/or company material in excess of 2000 pounds is loaded or unloaded by the engine or train crew during the entire trip engineers and firemen or helpers on other than steam power, will be paid local freight rates.

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

This rule shall become effective on October 1, 1948, except on such roads as the Employees Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

Section 16 - Eating and Sleeping Accommodations

Road engineers and firemen, and helpers on other than steam power, will not be tied up between their terminals except at points where food and lodging can be procured.

This rule shall become effective on October 1, 1948, except on such roads as the Employees Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

Section 17 - Time Limit on Claims

All claim or grievances arising on and after November 1, 1948 shall be handled as follows:

(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 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.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be taken within sixty 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.

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 grievancee 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 officers 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 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 claimahn 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.

Section 17 - Time Limit on Claims - Continued -

(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.

Note: With respect to all claims or grievances which arose or arise out of occurrences prior to November 1, 1948, such claims or grievances must be made on or before April 1, 1949, in the manner provided for in paragraph (a) hereof and if not progressed pursuant to the provisions of paragraphs (b) and (c) of this rule, the claims or grievances shall be barred. This provision does not apply to claims or grievances already barred under existing agreements.

This rule shall become effectire on November 1, 1948, except on such roads as may elect to preserve existing rules and so notify the Employees Committees on or before October 1, 1948.

Section 18

This agreement is subject to the approval of courts with respect to carriers in the hand8 of Receivers or Trustees.

Section 19

Except as otherwise provided in Section 2, existing differentials for divisions or portions thereof or mountain or desert territory as compared with valley territory, whether expressed in rates or constructive mileage allowances, are preserved.

Except as to Sections 1, 2, 3, 7 and 17, existing rules considered more favorable by the committees on individual roads are preserved, provided notice is given as specified in this agreement.

Section 20

This agreement is in full and final settlement of the dispute growing out of notices served by the employees parties hereto and by the carriers parties hereto, on or about June 20, 1947, in accordance with Section 6 of the Railway Labor Act, of intended changes in agreements affecting rates of pay, rules and working conditions.

Section 21

This agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented respectively by the BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, and the SWITCHMEN S UNION OF NORTH AMERICA, as heretofore stated; and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT WASHINGTON, D.C. THIS ELEVENTH DAY OF AUGUST, 1948

SIGNATURES NOT REPRODUCED IN THIS COMPUTERIZED VERSION @@@@ @@@@ @@@@ @@@@A