

L/N Waiting Time Agreement - Effective March 1, 1979

GENERAL

(a) Bulletins advertising regular assignments in all classes of road service will specify the home terminal and the away-from-home terminal, if any, the territory to be served by such assignments, specified off days, if any, and the advertised departure time of the assignments. All such assignments will be under the pay provisions of this agreement.

It is understood that schedules of trains used by Traffic Department or in Division timetables have no relation to advertised departure time⁸ will be shown on bulletins advertising runs to crews. Assignments established under this agreement may be abolished by the carrier as required, but may not be abolished without giving 12 hours' advance notice to the crew.

NOTE: The term "as required" is understood to mean a decrease in business; a change in traffic flow over a division or seniority district; a change in operating procedures whereby an increase in train lengths or tonnage handled would eliminate the need for a certain assignment; a major line blockage on any division or seniority district caused by occurrences named in paragraph.(d), subsection (1); a work stoppage against the railroad by any craft or group of employees which interrupts the normal operation, or any other valid reason for a reduction in the number of trains operated. The term "as required" is not intended, and will not be used, to circumvent any provisions of this agreement, and assignments will not be abolished except for valid reasons.

As additional runs are established on any seniority district, the carrier and Brotherhood of Locomotive Engineers will negotiate their assignment under this agreement.

(b) The departure time in bulletins advertising regular assignments will not be changed by the carrier without giving 24 hours advance notice to the crews.

Time held beyond advertised departure time or set-back time as established in this agreement will be paid for as waiting time at pro rata rate applicable to the class of service to which assigned separate and above any other compensation for the trip. Waiting time will not be considered as time on duty. under the Hours of Service Act (80-100 thousand weight on drivers rate will apply).

There will be no duplication of compensation for waiting time period. paid for under this agreement.

(c) Assigned crews may be called to depart not to exceed 2½ hours in advance of the advertised departure time.

(d) Departure time in bulletins advertising assignments specified in paragraph (a) of this agreement will govern unless deferred or "set back." The departure time may be set back not to exceed 2½ hours from the advertised departure time provided the crew is notified not less than 1 hour ahead of advertised departure time.

EXAMPLE 1: Advertised departure time

3:00

p.m.

Crew notified departure time set back 2:00

p.m.

Set back departure time 5:30

p.m.

If train or engine crew does not have full rest (10 hours if requested by any crew member) to protect advertised departure time, such advertised departure time will automatically be set back 2½ hours following expiration of rest period. The advertised departure time may then be further set back 2½ hours provided crew is notified not less than 1 hour ahead of automatic set back departure time for that trip only.

EXAMPLE 2: Advertised departure time 3:00
p.m.

Crew's rest up 6:00
p.m.

Automatic set back of advertised departure
time this trip only 8:30
p.m.

Crew notified departure time set back 7:30
p.m.

Set back departure time this trip only 11:30
p.m.

(1) There will be no restrictions on the "set back" of advertised departure time and pay provisions of this agreement will not apply on a division blocked by derailments, washouts, bridges knocked out by fire or slides, or Acts of God.

Where operation of a train or trains affected on a division above outlined and the operation of such train or trains extends division, pay provisions of this agreement will not apply on any district over which this train or trains are due to operate.

On certain so-called run-through trains where locomotives, train and caboose are received from a connecting railroad and such trains are delayed on the connecting railroad due to any of the conditions set forth in subsection (1) above, the pay provisions of this agreement will not apply on any seniority district over which this train is due to operate. The only run-through train. presently covered under this portion of this agreement are:

No. 585 from the Missouri Pacific at Memphis to Nashville, Tenn.

No. 380 from the Seaboard Coast Line at Birmingham, Ala. to Nashville, Tenn.

No. 406 and No.402 from the Southern Pacific and the Missouri-Pacific, respectively, at New Orleans to Chattahoochee, Florida.

No. 400 and N. 404 from the Seaboard Coast Line at Chattahoochee, Fla. to New Orleans, La.

No. 415 from the Western Railway of Alabama at Montgomery, Ala. to New Orleans, La.

No. 413 from the Western Railway of Alabama at Montgomery to Mobile, Ala.

No. 318 from Seaboard Coast Line at Montgomery, Ala. to Chicago, Ill.

No. 310 from Seaboard Coast Line at Birmingham, Ala. to Louisville, Ky.

No. 769 from Burlington Northern at Woodlawn, Ill. to Nashville, Tenn.

No. 273 from ConRail at Cincinnati, Ohio to Louisville, Kentucky.

No. 793 from Alton & Southern at East St. Louis, Ill. to Nashville, Tenn.

NOTE: It is understood that if additional similar run-through trains are established with connecting railroads, they will be included under this portion of this agreement by advance notice to the Brotherhood of Locomotive Engineers.

(2) Pay provisions of this agreement will not apply on a division or seniority district where the railroad's operation is shut down on a recognized holiday.

On any division or seniority district where on such recognized holiday it is necessary to operate passenger trains or Auto-Train, pay provisions of this agreement where applicable will apply to crews assigned to these trains.

NOTE: This provision in no way modifies rules of the General Agreement covering holiday pay or guarantees of days of assignments.

Under this provision, the Local Chairman and assigned crews affected by such holiday shutdown will be notified in advance of plans for shutdown, and the Local Chairman and appropriate division officer will cooperate in working out procedures as to how the assigned crews will be handled on that division or seniority district.

(3) Pay provisions of this agreement will not apply where the railroad's operation is shut down by a work stoppage against the railroad by any craft or group of employees.

(e) It is agreed that regular assigned crews under this agreement may be used to man through freight trains which are not otherwise assigned when that crew's regular assignment will not be called within 2½ hours ahead of or 2½ hours after advertised departure time of that crew.

It is understood that when assigned crew is so used they may do set-off and pick-up work as required at intermediate points, but will not be required to perform station switching or mine work.

Where the crew's regular assignment is to be called later than 2½ hours beyond advertised departure time, that assigned crew will not be used to man another train unless that assigned crew is called to depart at least 3 hours prior to call time of that crew's regular assignment.

NOTE: Where an assigned crew has been on waiting time under pay for five hours or more, it is understood that the three-hour call time prior to call time of that crew's regular assignment may be reduced as necessary to permit

use of the assigned crew for road trip provided that crew is on duty for that trip prior to expiration of eight hours' waiting time.

EXAMPLE 1:	Advance departure time	12:30 p.m.
	Advertised departure time	3:00 p.m.
	Set-back departure time	5:30 p.m.

Under this example, if crew's regular assignment is called to depart during the spread of hours (12:30 p.m. to 5:30 p.m.) the assigned crew must be used.

EXAMPLE 2:	Advertised departure time	3:00 p.m.
	Crew called for service	
	trip set to depart	3:00 p.m.

handling train
other than their own
assignment

Under this example, it must be known that the crew's regular assignment will not be called to depart prior to 6:00 p.m..

EXAMPLE 3:	Advertised departure time	3:00 p.m.
	Crew not notified of departure time set-back	
	Waiting time under pay begins	3:00 p.m.
	Called for service trip handling	
	train other than their assignment	
	On duty	5:00 p.m.

Under this example, crew due two hours' (3:00 p.m. to 5:00 p.m.) waiting time. Another crew handling the assigned crew's regular assignment could not be placed on duty prior to 8:00 p.m.

EXAMPLE 4:	Advertised departure time	3:00 p.m.
	Crew notified call set back	2:00 p.m.
	Set back departure time	5:30 p.m.
	Crew called for service trip on train	
	other than regular assignment	
	On duty	1:00 a.m.

Under this example, crew due 7 ½ hours' waiting time (5:30 p.m. to 1:00 a.m.). Note this example illustrates that 3-hour call time prior to call time of that crew's regular assignment may be reduced as necessary to permit use of that assigned crew provided assigned crew is on duty for service trip prior to expiration of 8 hours' waiting time. Crew handling the assigned crew's regular assignment may then be placed on duty at any time after 1:30 a.m. and the 3

hours' prohibition will not apply.

It is agreed that an assigned crew that has been called for a service trip may be used on wrecker under emergency conditions for that trip or tour of duty only. Thereafter, the wrecker will be handled in accordance with the practice on that division or seniority district.

(f) Assigned crews called for service at the advance departure time, advertised departure time or set-back departure time, who are subsequently called down before performing any service, will be paid three hours called and not used.

EXAMPLE 1: Advertised departure time	3:00 p.m.
Advance departure time	12:30 p.m.
Called for service trip	12:00 noon
on duty	
No advance notice of departure time set-back	
on duty second time	5:00 p.m.

Crew due three hours called and not used and two hours' waiting time (3:00 p.m. to 5:00 p.m.).

EXAMPLE 2: Advertised departure time	3:00 p.m.
Crew notified departure	2:00 p.m.
time set back	
Set-back departure time	5:30 p.m.
On duty for service trip	5:00 p.m.
Called down	5:10 p.m.
On duty second time	8:00 p.m.

Crew due three hours called and not used, but no waiting time pay due.

Assigned crews who have earned waiting time prior to being called for service trip, who are subsequently called down before performing any service, will be entitled to all waiting time earned up to on-duty time for service trip. In addition, crew will be ' paid three hours called and not used.

If again placed on duty prior to expiration of eight hours 'waiting time, either from advertised departure time or set-back departure time, the three hours paid for called and not used will apply against any other waiting time that may accrue.

EXAMPLE 3: Advertised departure time	3:00 p.m.
No advance notice of departure time set	
back	
Waiting time under pay begins	3:00 p.m.
Called for service trip on duty	7:00 p.m.

Called down	7:10 p.m.
On duty second time	11:00 p.m.

Crew due four hours' waiting time (3:00 p.m. to 7:00 p.m.); crew due three hours called and not used; crew due one hour waiting time (10:00 p.m. to 11:00 p.m.).

EXAMPLE 4: Advertised departure time	3:00 p.m.
Crew notified departure time	2:00 p.m.
set back	
Set back departure time	5:30 p.m.
Called for service trip	8:30 p.m.
on duty	
Called down	8:40 p.m.
On duty second time	10:30 p.m.

Crew due three hours' waiting time (5:30 p.m. to 8:30 p.m.) and due three hours' called and not used.

(g) A member of an assigned crew who is being held under pay beyond advertised departure time or set-back time who then is called to work on an assignment other than his own will be entitled to time earned while on waiting time for his assignment up to time he reports for duty on run called for or when notified to deadhead. This waiting time will not be included when determining earnings away from his regular assignment. When figuring difference in earnings, any time other members of assigned crew are held under pay beyond time paid to crew member used on other assignment will be included in figuring difference.

EXAMPLE 1: Advertised departure time	3:00 p.m.
on regular assignment	
No advance notice of departure time set back	
Waiting time under pay begins	3:00 p.m.
Called for assignment	8:00 p.m.
other than his own - on duty	
His regular assignment called	10:00 p.m.
for service trip - on duty	

Crew member used off assignment due five hours' (3:00 p.m. to 8:00 p.m.) waiting time on regular assignment, not to be included in determining earnings away from assignment.

The two hours' regular assignment earned (8:00 p.m. to 10:00 p.m.) in waiting time beyond what crew member used off assignment was paid will be included in figuring difference in earnings while crew member off regular assignment.

EXAMPLE 2: Notified to deadhead for	5:00 p.m.
assignment other than his own at	
On bus scheduled to depart	9:00 p.m.
His regular assignment called	10:00 p.m.
for service trip - on duty	

Crew member used off assignment due two hours' (3:00 p.m. to 5:00 p.m.) waiting time on regular assignment, not to be included in determining earnings away from assignment.

The five hours' regular assignment earned (5:00 p.m. to 10:00 p.m.) in waiting time beyond what crew member used off assignment was paid will be included in figuring difference in earnings while crew member off assignment.

(h) A member of assigned crew who, after having been used on assignment other than his own, is at home terminal to return to his regular assignment will be due waiting time under provisions of paragraph (i) of this agreement, provided he has full rest when waiting time begins for his regular assignment either at advertised departure time, or set-back departure time. If rest is not up at the time remainder of crew goes on waiting time he will go on waiting time when rest is up, provided crew has not reported for duty or has not been notified to deadhead.

EXAMPLE 1: Crew member's rest up	5:00 p.m.
Advertised departure time	3:00 p.m.
of regular assignment	
Crew not notified of departure time set back	
Waiting time begins	3:00 p.m.
Crew called for service	5:00 p.m.
trip - on duty	

Crew due two hours' (3:00 p.m. to 5:00 p.m.) waiting time, except crew member with rest up 5:00 p.m. due no waiting time.

EXAMPLE 2: Crew member's rest up	6:00 p.m.
Advertised departure time	
of regular assignment	3:00 p.m.
Crew notified departure time set back	
Set-back departure time	5:30 p.m.
Crew called for service	
trip - on duty	7:00 p.m.

Crew due 1½ hours' waiting time (5:30 p.m. to 7:00 p.m.) except crew member with rest up 6:00 p.m. 1 hour (6:00 p.m. to 7:00 p.m.) waiting time.

EXAMPLE 3: Crew member's rest up	7:00 p.m.
Advertised departure time	3:00 p.m.
of regular assignment	
Crew not notified advertised	
departure time set back	
Waiting time begins	3:00 p.m.
Crew notified to deadhead at	6:00 p.m.
On bus scheduled to depart	9:00 p.m..

Crew due three hours' (3:00 p.m. to 6:00 p.m.) waiting time, except crew member with rest up 7:00 p.m. due no waiting time.

AT HOME TERMINALS OF ASSIGNMENTS

(i) At home terminals, crews in assigned straight-away service held beyond advertised departure time or beyond "set back" time provided for in paragraph (d) of this agreement will go under pay and will remain under pay until on duty for service trip or time notified to deadhead if either occurs before expiration of eight hours.

EXAMPLE 1: Advertised departure time	3:00 p.m.
On-duty time	7:00 p.m.

without advance notice that

departure time was to be set back

Crew due four hours' (3:00 p.m.. to 7:00 p.m.) waiting time.

EXAMPLE 2: Advertised departure time	3:00 p.m.
Crew notified departure	2:00 p.m.
time set back	
Set back departure time	5:30 p.m.
On-duty time	7:30 p.m.

Crew due two hours' (5:30 p.m. to 7:30 p.m.) waiting time.

EXAMPLE 3: Advertised departure time	3:00 p.m.
No advance notice of departure	
time set back	
Crew notified to deadhead at	7:00 p.m.
On bus scheduled to depart	9:00 p.m.

Crew due four hours' (3:00 p.m. to 7:00 p.m.) waiting time.

EXAMPLE 4: Advertised departure time	3:00 p.m.
notified departure	2:00 p.m.
time set back	
Set back departure time	5:30 p.m.
Crew notified to deadhead	7:30 p.m.
On bus scheduled to depart	10:30 p.m.

Crew due two hours' (5:30 p.m. to 7:30 p.m.) waiting time.

If crew is not called for service trip or notified to deadhead prior to expiration of eight hours from advertised departure time or "set back" time, crew will then be deadheaded to the away-from-home terminal to protect their assignment from that terminal except as otherwise provided in this agreement covering line blockages.

EXAMPLE 5: Advertised departure time	3:00 p.m.
Waiting time begins	3:00 p.m.
No advance notice of departure time set back	
Crew called for service trip to depart at	11:30 p.m.
On-duty time	11:00 p.m.

Crew due eight hours' (3:00 p.m. to 11:00 p.m.) waiting time.

Under this example, the on-duty time of 11:00 p.m. is the latest the crew may be placed on duty for a service trip and, if not placed on duty for a service trip by that time, must be deadheaded to the away-from-home terminal to protect their assignment from that terminal, except as otherwise provided in this agreement covering line blockages.

EXAMPLE 6:	Advertised departure time	3:00 p.m.
	Crew notified departure time set back	2:00 p.m.
	Set back departure time	5:30 p.m.
	Crew called for service trip	2:00 a.m.
	On duty	1:30 a.m.

Crew due eight hours' (5:30 p.m. to 1:30 a.m.) waiting time.

Under this example, the on-duty time of 1:30 a.m. is the latest the crew may be placed on duty for a service trip and, if not placed on duty for a service trip by that time, must be deadheaded to the away-from-home terminal to protect their assignment from that terminal, except as otherwise provided

in this agreement concerning line blockages.

When an assigned crew is notified to deadhead from home terminal under this paragraph (i) to protect assignment from away-from-home terminal, such crew will be notified of the time set to depart and mode of transportation. If notification of deadhead trip is given prior to expiration of eight hours' waiting time for the crew, waiting time ends at the time notified to deadhead. However, if for the convenience of the crew they elect to deadhead at a later time, it is understood they may do so provided they are available with full rest at the away-from-home terminal to protect their assignment.

EXAMPLE 7: Advertised departure time 3:00 p.m.

No advance notice of advertised departure time set back

Waiting time begins 3:00 p.m.

Crew notified to deadhead 7:00 p.m.

On bus scheduled to depart 9:00 p.m.

Crew due four hours' (3:00 p.m. to 7:00 p.m.) waiting time.

EXAMPLE 8: Advertised departure time 3:00 p.m.

Crew notified call set back 2:00 p.m.

Set back departure time 5:30 p.m.

Crew notified to deadhead 7:00 p.m.

On bus scheduled to depart 9:00 p.m..

Crew due 1½ hours' (5:30 p.m. to 7:00 p.m.) waiting time.

If crew elects to wait, as example, until a 6:00 a.m. bus, which will permit them to be available at the away-from-home terminal with full rest for their assignment, they may do so. However, there is no additional waiting time paid at the home terminal under this portion of the agreement.

(1) At home terminals, in the event of a line blockage, pay provisions of this agreement will not apply, as provided in Section (d), subsection (1), except as hereinafter provided.

(a) An assigned crew on waiting time when the line blockage occurs will be due all waiting time earned from advertised departure time or set-back departure time up to time of line blockage. Crew must be notified, of line blockage within a three-hour period following time of line blockage; and when notified within this three-hour period, no further waiting time will be due. If not notified within this three-hour period, crew will again go on waiting time on a minute basis from the time of line blockage until time notified of line blockage, with a maximum of eight hour's' waiting time pay from time of blockage.

EXAMPLE 1: Advertised departure time 3:00 p.m.

Line blockage occurs 5:00 p.m.

Crew notified of line blockage 6:00 p.m.

Crew due two hours' waiting time (3:00 p.m. to 5:00 p.m.).

EXAMPLE 2: Advertised departure time	3:00 p.m.
Line blockage occurs	5:00 p.m.
Crew notified of line blockage	10:00 p.m.

Crew due two hours' waiting time (3:00 p.m. to 5:00 p.m.) earned prior to line blockage and five hours' waiting time (5:00 p.m. to 10:00 p.m.) account not being notified within a three-hour period following line blockage, for a total of seven hours' waiting time.

The same principle applies when crew is on waiting time beginning at set-back departure time.

(b) Other assigned crews not on waiting time at time of line blockage will be notified as early as practicable of line blockage; and when notified prior to advertised departure time, no waiting time will be due. If not notified prior to advertised departure time, waiting time will begin at the advertised departure time on a minute basis until time notified of line blockage, with a maximum of eight hours' waiting time pay from advertised departure time.

EXAMPLE 1: Line blockage occurs	10:00 a.m.
Advertised departure time	3:00 p.m.
Crew notified of line blockage	2:30 p.m.

Crew due no waiting time pay.

EXAMPLE 2: Line blockage occurs	10:00 a.m.
Advertised departure time	3:00 p.m.
Crew notified of line blockage	6:00 p.m.

Crew due three hours' waiting time (3:00 p.m. to 6:00 p.m.) account not being notified of line blockage prior to advertised departure time.

The same principle applies when crew is on waiting time beginning at set-back departure time.

AT AWAY-FROM-HOME TERMINALS OF ASSIGNMENTS

(j) At away-from-home terminals, crews in assigned straight-away service held beyond advertised departure time or set-back time provided for in paragraph (d) of this agreement will go under pay and will remain under pay until on duty for service trip or time notified to deadhead if either occurs prior to expiration of eight hours.

EXAMPLE 1: Advertised departure time	3:00 p.m.
On-duty time	7:00 p.m. (without

advance notice that
departure

back)

time set

Crew due two hours' (5:30p.m. to 7:30 p.m.) waiting time.

EXAMPLE 2:	Advertised departure time	3:00 p.m.
	Crew notified departure	2:00 p.m.
	time set back	
	Set back departure time	5:30 p.m.
	On-duty time	7:30 p.m.

Crew due two hours' (5:30 p.m. to 7:30 p.m.) waiting time.

EXAMPLE 3:	Advertised departure time	3:00 p.m.
	No advance notice of departure	
	time set back	
	Crew notified to deadhead at	7:00 p.m.
	On bus scheduled to depart	9:00 p.m.

Crew due four hours' (3:00 p.m. to 7:00 p.m.) waiting time.

EXAMPLE 4:	Advertised departure time	3:00 p.m.
	Crew notified departure	2:00 p.m.
	time set back	
	Set back departure time	5:30 p.m.
	Crew notified to deadhead	7:30 p.m.
	On bus scheduled to depart	10:30 p.m.

Crew due two hours' (5:30 p.m. to 7:30 p.m.) waiting time. After the expiration of eight hours under pay, crew then goes off pay not to exceed four hours; and if to be worked to home terminal, crew must actually go on duty for service trip prior to expiration of four-hour period.

EXAMPLE 5:	Advertised departure time	3:00 p.m.
	Without advance notice, waiting	3:00 p.m.
	time begins	
	Waiting time under pay ends	11:00 p.m.
	Four-hour no-pay period begins	11:00 p.m.
	Called for service trip -	3:00 a.m.
	on duty	

Crew due eight hours' (3:00 p.m. to 11:00 p.m.) waiting time.

EXAMPLE 6: Advertised departure time	3:00 p.m.
Crew notified departure	2:00 p.m.
time set back	
Set back departure time	5:30 p.m.
Waiting time under pay begins	5:30 p.m.
Waiting time under pay ends	1:30 a.m.
Four-hour no-pay period begins	1:30 a.m.
Called for service trip	5:30 a.m.
on duty	

Crew due eight hours' (5:30 p.m. to 1:30 a.m.) waiting time.

If crew is not placed on duty by 5:30 a.m. for service trip, crew must be deadheaded to home terminal.

EXAMPLE 7: Advertised departure time	3:00 p.m.
Crew not notified departure	
time set back	
Waiting time under pay begins	3:00 p.m.
Crew notified to deadhead at	6:00 p.m.
Waiting time under pay stops	6:00 p.m.
On bus scheduled to depart	10:00 p.m.

Crew due three hours' (3:00 p.m. to 6:00 p.m.) waiting time.

In addition, if crew elects after notification to deadhead to leave ahead of the 10:00 p.m. conveyance, they may do so without discipline or censure. If, after notification to deadhead, the carrier needs the crew for service trip and such crew is still available, they may be used for the service trip provided the on-duty time for service trip is prior to expiration of eight hours' waiting time. Under these conditions, waiting time would be continuous until on duty for service trip.

EXAMPLE 8: Advertised departure time	3:00 p.m.
Crew notified departure	2:00 p.m.
time set back	
Set-back departure time	5:30 p.m.
Waiting time under pay begins	5:30 p.m.
Crew notified to deadhead at	7:30 p.m.
Waiting time under pay ends	7:30 p.m.
On bus scheduled to depart	11:00 p.m.

Later, crew available and 10:30 p.m.
called for service trip -on duty

Waiting time computation under this example begins at 5:30 p.m. and ends at 10:30 p.m. Crew due five hours' (5:30 p.m. to 10:30 p.m.) waiting time.

If crew is to deadhead to home terminal prior to expiration of eight hours' waiting time, when crew is notified to deadhead the pay for waiting time ends. If held full eight hours' waiting time under pay, crew must be notified before expiration of the four-hour no-pay period to deadhead not more than two hours beyond expiration of the four-hour no-pay period. If not actually provided conveyance at end of two hours following the four-hour no-pay period, crew will then go back under pay on a minute basis until time set to depart on deadhead trip.

EXAMPLE 9: Crew paid eight hours' waiting 11:00 p.m.
time ending
Followed by four-hour no-pay 3:00 p.m.
period ending
Crew notified prior to 3:00 a.m.
to deadhead at 5:00 a.m.

If conveyance is not available at 5:00 a.m., crew goes back under pay on minute basis at 5:00 a.m. Crew notified to deadhead on bus scheduled to depart 10:00 a.m. Crew due five hours' (5:00a.m. to 10:00 a.m.) additional waiting time.

(1) At away-from-home terminals, in the event of a provisions of this agreement will not apply, as provided section (1), except as hereinafter provided:

(a) An assigned crew on waiting time when the line blockage occurs will be due all waiting time earned from advertised departure time or set-back departure time up to time of notification of, line blockage. If the carrier deadheads such crew to home terminal, such crew must be notified to deadhead within 12 hours from advertised' departure time or set-back departure time.

EXAMPLE 1: Advertised departure time 3:00 p.m.
No advance notice of departure time set back
Notification of line blockage 8:00 p.m.
Waiting time ends 8:00 p.m.
Crew notified to deadhead at 3:00 a.m.
On bus scheduled to depart 5:00 a.m.

Crew due five hours' waiting time (3:00 p.m. to 8:00 p.m.) and must be notified to deadhead to home terminal not later than 3:00 a.m.

(b) If carrier elects to hold an assigned crew in event of a line blockage, such crew may be held. When an assigned crew is held under these conditions, waiting time will begin on a minute basis at the 16th hour from

advertised departure time, continuing for a maximum of eight hours, if not placed on duty for service trip or notified to deadhead prior to expiration of eight hours. In the event an assigned crew is on waiting time at the time of notification of line blockage, waiting time will end at that time, and waiting time will begin again at the 16th hour from advertised departure time. Waiting time earned up to time of notification of line blockage will be included with waiting time earned after the 16th hour up to a maximum of eight hours' waiting time pay for a 24-hour period from advertised departure time.

EXAMPLE 1: Advertised departure time	3:00 p.m.
Crew notified of line blockage	8:00 p.m.
Waiting time under pay ends	8:00 p.m.
Carrier elects to hold crew -	
Waiting time begins at 16th hour	7:00 a.m.
Waiting time ends	3:00 p.m.

Crew due five hours' waiting time (3:00 p.m. to 8:00 p.m.) earned up to time of notification of line blockage plus three additional hours for a total of eight hours within the 24-hour period (3:00 p.m. to 3:00 p.m.).

EXAMPLE 2: Advertised departure time	3:00 p.m.
Crew notified of line blockage	2:00 p.m.
Carrier elects to hold crew -	
Waiting time begins at 16th hour	7:00 p.m.
Waiting time ends	3:00 p.m.

Crew due eight hours' waiting time (7:00 a.m. to 3:00 p.m.) for the 24-hour period (3:00 p.m. to 3:00 p.m.).

EXAMPLE 3: Advertised departure time	3:00 p.m.
Waiting time begins	3:00 p.m.
Crew notified of line blockage	8:00 p.m.
Waiting time under pay ends	8:00 p.m.
Carrier elects to hold crew -	
Called for service trip -	4:00 a.m.
on duty	

Crew due five hours' waiting time (3:00 p.m. to 8:00 p.m.) earned up to time of notification of line blockage.

EXAMPLE 4: Advertised departure time	3:00 p.m.
Waiting time begins	3:00 p.m.
Crew notified of line blockage	8:00 p.m.

Waiting time under pay ends	8:00 p.m.
Carrier elects to hold crew -	
Waiting time begins at 16th hour	7:00 a.m.
Called for service trip -	9:00 a.m.
on duty	

Crew due five hours' waiting time (3:00 p.m. to 8:00 p.m.) earned up to time of notification of line blockage and two hours' waiting time (7:00 a.m. to 9:00 a.m.) for a total of seven hours' waiting time.

After expiration of the 24-hour period following first advertised departure time, assigned crews who are still held by carrier will revert for pay purposes to provisions of Section (j) of this agreement.

It is understood that, when a line opens for resumption of operations following a blockage, assigned crews who have been held will be used from a terminal in the same order of their arrival at that terminal without regard to connections handled until assigned crews are again in normal cycle.'

CREWS IN TURNAROUND SERVICE

(k) Crews in turnaround service will be assigned five, six or seven days with stipulated off days, if any. If worked each day of assignment, crew will be paid for all days worked at the appropriate rate of the assignment.

If not called to work on any day of regular assignment, crew will be paid eight hours, time to begin at advertised departure time and run continuously until expiration of eight hours, except when advertised departure time is set back as provided in paragraph (d) of this agreement, the pay will commence at the set-back time and, where not called, time will run continuously until expiration of eight hours.

EXAMPLE 1: Days of assignment -

Monday - Crew used on regular assignment

Tuesday - Crew used on regular assignment

Wednesday - Crew not used--paid eight hours' waiting time

Thursday - Crew used on regular assignment

Friday - Crew not used--paid eight hours' waiting time

Saturday - Off day- -crew off duty

Sunday- Off day--crew off duty

Under this example, crew will be paid not less than the existing minimum daily guarantee of the assignment for each day, except Saturday and Sunday.

EXAMPLE 2: Days of assignment

Monday - Crew used on regular assignment

Tuesday - Crew used on regular assignment

Wednesday - Crew not used--paid eight hours' waiting time

Thursday - Crew used on regular assignment

Friday - Crew not used--paid eight hours' waiting time.

Saturday - Off day- -worked regular assignment

Sunday- Off day- -crew off duty

Under this example, crew will be paid not less than the existing minimum daily guarantee of the assignment for each day, except Sunday.

EXAMPLE 3: Advertised departure time 3:00 p.m.

Crew not notified of set-back

Waiting time begins 3:00 p.m.

Waiting time ends 11:00 p.m.

Crew due eight hours waiting time (3:00 p.m. to 11:00 p.m.)

Crew will then be released until next advance departure time. Under these conditions, crew will be allowed not less than the existing minimum daily guarantee of the assignment.

EXAMPLE 4: Advertised departure time 3:00 p.m.

Crew notified call set back 2:00 p.m.

Set back departure time 5:30 p.m.

Waiting time begins 5:30 p.m.

Waiting time ends 1:30 a.m.

Crew due eight hours' waiting time (5:30 p.m. to 1:30 a.m.)

Crew then will be released until next advance departure time. Under these conditions, crew will be allowed not less than the existing minimum daily guarantee of the assignment.

Crew will not be called for service trip unless on-duty time is eight hours or less from advertised departure time or set-back time.

EXAMPLE 5: Advertised departure time 3:00 p.m.

Crew not notified departure time set back

Waiting time begins 3:00 p.m.

Waiting time ends 11:00 p.m.

Crew due eight hours' waiting time (3:00 p.m. to 11:00 p.m.)

Crew may be used for service trip--on duty at 11:00 p.m. If not used by that time, crew will be released until next advance departure time.

If not notified, call will be set back from advertised departure time, crew goes under pay at the advertised departure time and waiting time will

continue until crew goes on duty if worked that day.

EXAMPLE 6: Advertised departure time	3:00 p.m.
Crew not notified departure time set back	
Waiting time begins	3:00 p.m.
Crew called for service trip	7:30 p.m.
On duty--waiting time ends	7:00 p.m.

Crew due four hours' (3:00 p.m. to 7:00 p.m.) waiting time.

If notified that advertised departure time is set back, crew goes under pay at the set-back time and continues under pay until crew goes on duty.

EXAMPLE 7: Advertised departure time	3:00 p.m.
Crew notified departure time set back	2:00 p.m.
Set back departure time	5:30 p.m.
Waiting time begins	5:30 p.m.
Crew called for service trip	7:30 p.m.
On duty--waiting time ends	7:00 p.m.

Crew due 1½ hours' (5:30 p.m. to 7:00 p.m.) waiting time.

Crews may be used on off days by prior notice to be given not more than 30 minutes after going off duty on prior work day (prior work day to include where crew may be paid a day not worked). Where such notice is given, crew must protect their regular advertised departure time on wuch off day. The same conditions as though it were a regular assigned work day will apply.

Crews cannot be used on their assigned, off days without giving them notice not more than 30 minutes after going off duty on prior work day (prior work day to include where crew may be paid a day not worked), except at Loyall and Hazard, Kentucky, as provided by paragraph (1) below.

If, after notification to work on off day, crew is not used, crew will be under pay for eight continuous hours beyond regular advertised departure time or set-back time and will then be released until advance departure time of the next assigned work day.

Under these conditions, crew will be allowed not less than the existing minimum daily guarantee of the assignment.

NOTE: It is understood that provisions of subsection (1), paragraphs (a) and (b) of Section (i) also apply to crews assigned under this Section (k).

The following Section (L) applies only at Loyall and Hazard, Kentucky

for use of advertised mine crews on off days where prior notice is not given that crew will be used on off day:

(L) Regular advertised mine crews may be used on off days provided each member of the crew, when called, is agreeable to working the off day. If any member declines to work or is not available when called, he will not be censured or disciplined. When used on off days, crew will only be called in the same manner as on a regular assigned work day and as provided by Sections (c) and (d) of this agreement.

Under these conditions, if a member of a regular crew declines or is not available for work, vacancies of engineer will be filled in the following manner:

- (1) by using the regular assigned reserve engineer on the crew;
- (2) by using the senior reserve engineer available at the location; and
- (3) from the extra board at the location.

This agreement supercedes provisions of the General Agreement.

This agreement shall be applicable on each seniority district separately and will be placed in effect by agreement in writing between the Local Chairman and the Superintendent, approved by the Director of Labor Relations and the General Chairman of the Brotherhood of Locomotive Engineers. After the agreement is placed into effect, it may be canceled by either party during a six (6) month period beginning on the effective date of the agreement for that district, by the serving of a thirty (30) day written notice. If cancellation notice is not served within the six month period, the agreement will continue in effect subject to change in accordance with the provisions of the Railway Labor Act, as amended. Cancellation of the agreement within the six month period will have the effect of full reinstatement of those agreements for engine service employees that were amended, revised or eliminated by the terms of this agreement.

This agreement shall become effective on March 1, 1979 and is in full and final settlement of the Organization's Section 6 Notice dated April 8, 1975.

Signed at Louisville, Kentucky this March 2, 1979.

FOR THE EMPLOYEES:

C. V. Monin, General Chairman Brotherhood of Locomotive Engineers

APPROVED:

C. M. Moore, Vice President, Brotherhood of Locomotive Engineers

FOR The LOUISVILLE & NASHVILLE RAILROAD COMPANY:

John M. Sale, Director of Labor Relations