AGREEMENT
DATED MAY 13, 1971
Between
NRLC
and the
E, W AND SE
CARRIERS' CONFERENCE COMMITTEES
and
BLE

A G R E E M E N T

THIS AGREEMENT, made this 13th day of May, 1971, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the Brotherhood of Locomotive Engineers, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I- WAGE INCREASES

Section 1- First General Wage Increase

(a) Effective January 1, 1970, all standard basic daily rates of pay of employees represented by the BLE in effect on December 31, 1969, shall be increased by an amount equal to 5.0%.

(b) Effective January 1, 1970, all standard mileage rates of pay of employees represented by BLE in road service in effect on December 31, 1969, shall be increased by an amount equal to 5.0%.

(c) In computing the percentage increases under paragraphs (a) and (b) above, 5.0% shall be applied to standard basic daily rates of pay, and 5.0 shall be applied to standard mileage rates of pay, respectively, applicable in the following weight-on-drivers brackets, and the amounts so produced shall be added to each standard basic daily or mileage rate of pay;

Passenger - 600,000 and less than 650,000 pounds

Freight - 950,000 and less than 1,000,000 pounds

(through freight rates)

Yard Engineers - Less than 500,000 pounds

Yard Firemen - 250,000 and less than 300,000 pounds

(separate computations covering five-day rates and other than five-day

rates)

(d) The standard basic daily and mileage rates of pay produced by application of the increases provided for in this Section 1 are set forth in Appendix 1, which is a part of this Agreement.

Section 2- Second General Wage Increase

Effective November 1, 1970, all standard basic daily and mileage rates of pay of employees represented by the BLE in effect on October 31, 1970, shall be increased by the equivalent of 32 cents per hour or $2.56 per day, computed and applied in the same manner as the first general wage increase provided under Section 1 above. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 2, which is a part of this Agreement.

Section 3- Third General Wage Increase

Effective April 1, 1971, all standard basic daily and mileage rates of pay of employees represented by the BLE in effect on March 31, 1971, shall be increased by an amount equal to 4.0%, computed and applied in the same manner as the first general wage increase provided under Section 1 above. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 3, which is a part of this Agreement.

Section 4- Special Adiustments

On carriers or segments thereof where the BLE standard five-day yard service rates of pay for yard engineers are in effect on May 12, 1971 effective May 13, 1971 the standard basic daily and mileage rates of pay of road engineers shall be reduced by the equivalent of 8 cents per day, and the five-day yard service standard basic daily rates of yard engineers shall be increased by 67 cents per day. The standard basic daily and mileage rates of pay produced by application of these adjustments, for the classes of service specified, are set forth in Appendix 4, which is a part of this Agreement.

Section 5- Fourth General Wage Increase

Effective October 1, 1971, all standard basic daily and mileage rates of pay of employees represented by the BLE in effect on September 30, 1971, shall be increased by an amount equal to 5.0%, computed and applied in the same manner as the first general wage increase provided under Section 1 above. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 5, which is a part of this Agreement.

Section 6- Fifth General Wage Increase

Effective April 1, 1972, all standard basic daily and mileage rates of pay of employees represented by the BLE in effect on March 31, 1972, shall be increased by an amount equal to 5.0%, computed and applied in the same manner as the first general wage increase provided under Section 1 above. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 6, which is a part of this Agreement.

Section 7- Sixth General Wage Increase

Effective October 1, 1972, all standard basic daily and mileage rates of pay of employees represented by the BLE in effect on September 30, 1972, shall

be increased by an amount equal to 5.0% computed and applied in the same manner as the first general wage increase provided under Section 1 above. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 7, which is a part of this Agreement.

Section 8- Seventh General Wage Increase

Effective January 1, 1973, all standard basic daily and mileage rates of pay of employees represented by the BLE in effect on December 31, 1972, shall be increased by the equivalent of 15 cents per hour or $1.20 per basic day, computed and applied in the same manner as the first general wage increase provided under Section 1 above. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 8, which is a part of this Agreement.

Section 9- Eighth General Wage Increase

Effective April 1, 1973, all standard basic daily and mileage rates of pay of employees represented by the BLE in effect on March 31, 1973, shall be increased by the equivalent of 10 cents per hour or 80 cents per basic day, computed and applied in the same manner as the first general wage increase provided under Section 1 above. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 9, which is a part of this Agreement.

Section 10 - Application of Wage Increases

(a) All arbitraries, miscellaneous rates or special allowances, based upon mileage, hourly or daily rates of pay, as provided in the schedules or wage agreements, shall be increased commensurately with the wage increases provided for in this Article I.

(b) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

(c) Daily earnings minima shall be increased by the amount of the respective daily increases.

(d) Existing money differentials above existing standard daily rates shall be maintained.

(e) In local freight service the same differential in excess of through freight rates shall be maintained.

(f) The differential of $4.00 per basic day in freight and yard service, and 4 cents per mile for miles in excess of 100 in freight service, will be maintained for engineers working without firemen, the firemen's position having been eliminated pursuant to the provisions of Award 282. Effective as of the date of this Agreement such differential shall be applied in the same manner as the local freight differential.

(g) In computing the increased rates of pay effective January 1, 1970 under Section 1 for firemen employed in local freight ser vice, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of 100 miles or less which are therefore paid on a daily basis without a mileage component, whose rates had been increased by "an additional $.40" effective July 1, 1968, 5.0% of the daily rates, exclusive of the local freight differential and any other money differential above existing standard daily rates but including the $.40 increase, in effect for such firemen

December 31, 1969 applicable in the weight-on-drivers bracket 950,000 and less than 1,000,000 pounds, shall be added to each applicable weight on drivers daily rate of pay. The same procedure shall be followed in applying the percentage increases of 4.0%, 5.0%, 5.0%, and 5.0% effective April 1, 1971, October 1, 1971, April 1, 1972, and October 1, 1972, respectively.

(h) Other than standard rates:

(i) Existing basic daily and mileage rates of pay other than standard shall be increased, effective as of the effective dates specified in Sections 1 through 9 hereof, by the same respective percentages and amounts as set forth therein, computed and applied in the same manner; except that the special adjustments provided in Section 4 hereof shall not serve to increase other than standard fiveday yard service rates of pay of yard engineers which already include the equivalent of the 67 cents per basic day adjustment for five-day yard service rates of engineers provided in Section 4.

(ii) The differential of $4.00 per basic day in freight and yard service, and 4 cents per mile for miles in excess of 100 in freight service, will be maintained for engineers working without firemen, the firemen's position having been eliminated pursuant to the provisions of Award 282. Effective as of the date of this Agreement such differential shall be applied in the same manner as the local freight differential.

(iii) Daily rates of pay, other than standard, of firemen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of 100 miles or less which are therefore paid on a daily basis without a mileage component, shall be increasea by 5.0% effective January 1, 1970 and by the percentage increases of 4.0%, 5.0%, 5.0%, and 5.0% effective April 1, 1971, October 1, 1971, April 1, 1972, and October 1, 1972, respectively, computed and applied in the same manner as provided in paragraph (g) above.

(i) Coverage -

All employees who had an employment relationship after December 31, 1969, shall receive the amounts to which they are entitled under this Article I regardless of whether they are now in the employ of the carrier except persons who prior to the date of this Agreement have voluntarily left the service of the carrier other than to retire or who have failed to respond to call-back to service to which they were obligated to respond under the Rules Agreement.

ARTICLE II- SWITCHING LIMITS

Article 7 - Changing switching limits of the May 23, 1952 Agreement is hereby amended to read as follows:

(a) Where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same,it shall give notice in writing to the General Chairman or General Chairmen of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The carrier and the General Chairman or General Chaimen shall, within

30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within sixty days following the date of the last conference. The carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration. The decision of the Arbitration Board will be made within 30 days after the Board is created, unless the parties agree at anytime upon an extension of this period. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon 7 days notice by the carrier.

(b) This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

(c) This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

ARTICLE III- SWITCHING SERVICE FOR NEW AND OTHER INDUSTRIES

Article 6 of the Agreement of May 23, 1952 is hereby amended to read as follows:

(a) Where, after the effective date of the May 23, 1952 Agreement, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with either roadmen or yardmen, or both, without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four (4) miles from the switching limits. Other industries located between the switching limits and such new industries may also be served by either road or yard men without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

(b) When service is performed outside of switching limits by yard men under the above provisions, the yard engineer or yard engineers involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industries in accordance with this rule and a statement of such time shall be furnished the BLE General Chairman or General Chairmen representing yard and road engineers by the carrier each month. The BLE General Chairman or General Chairmen involved may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road engineers from the seniority district on which the industries are located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods they will be understood to have

waived rights to apportionment for previous periods. Failure on the part of employee representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

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

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

(e) This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

ARTICLE IV - INTERCHANGE SERVICE - YARD, BELT LINE AND TRANSFER CREWS

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

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

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

3. Where a carrier does not now have the right to designate additional interchange tracks it may designate such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins designating additional interchange tracks hereunder will be furnished the General Chairman or General Chairmen involved prior to the effective date.

4. If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

5. The foregoing provisions are not intended to impose restrictions with

respect to interchange operations where restrictions did not exist prior to the date of this Agreement.

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

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

7. This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

ARTICLE V - ROAD/YARD MOVEMENTS

1. A road freight engine crew may be required to perform the following work in connection with its own train at points where yard crews or hostlers are employed:

(a) After picking up train and commencing outbound trip, may makean additional pick up of cars within the limits of its initial terminal.

(b) Set out cars at one location within the limits of its final terminal in addition to the final yarding of its train.

(c) Make one pick up and/or set out at each intermediate point between the limits of the crew's initial and final terminals.

(d) All movements referred to in paragraphs (a), (b) and (c) above, including picking up train to commence out-bound trip at initial terminal and final yarding of train at final terminal shall be confined to straight pick ups and set outs not involving the handling of cars not in its train or to be placed in its train, and the minimum number of tracks will be used provided that the carrier shall have the right to select the tracks used, and provided further that where it is necessary to use more than one such track to hold the cars it is not required that any track be filled to capacity.

Note: For purposes of this rule, the crew's initial and final terminal shall be the recognized terminals established by agreement or practice, and locations shall be those embraced within the confines of the established and recognized switching limits of such terminals.

(e) Set out defective or bad order cars in its own train.

(f) Handle engine and caboose in connection with its own train as follows:

InitialTerminal: Take charge of its engine (units) to be used in its train at the engine house or ready track and handle the engine (units) (including all units connected to the operating unit or units) to the departure track; handle its caboose car and connect it to its own train, except that the crew will not be required to switch out its caboose from the caboose or lay-up track.

FinalTerminal: Handle a caboose car of its own train to the caboose or lay-up track and/or couple its own caboose to another outbound train; deliver all units connected to the operating unit or units to the engine house facilities or lay-up track.

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

(g) Exchange engine and caboose of its own train.

2. Work that may be required of a road freight engine crew under paragraph 1 above, may include the performance of interchange movements as specifically set forth below:

(a) Receive its over-the-road train from a connecting carrier or deliver its over-the-road train to a connecting carrier with or without the motive power and/or caboose, provided such train is a solid train and moves from one carrier to another intact, and further provided, that such movements are confined to tracks on which the carrier now has the right to operate with road, yard or transfer engine crews. The acceptance of a solid train from a connecting carrier shall be considered a pick up, either the original pick up to commence outbound trip or the additional pick up, as provided for under paragraph 1(a) of this Article V. A road freight engine crew performing interchange movements may only deliver its over-the-road train to the connecting carrier, and shall not be required to make any set outs at its final terminal.

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

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

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

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

3. Except as may be provided for in this Article V, road engine crews will not be required to perform work on tracks of another carrier where road

and /or yard crews do not now have the right to do so.

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

4. When work is performed by a road freight engine crew, as provided in paragraphs 1 and 2 above, such work shall be considered as part of its road trip, and additional compensation for such work shall not be paid under either road, yard or hostling rules or regulations. Provided further, however, that rules or regulations which now provide for payments to road crews for performing work in excess of, or other than that enumerated herein, will not be affected by the provisions of this Article V.

> Note: Rules or regulations not affected include, but are not limited to, initial and final terminal delay rules and conversion rules.

5. When a road crew performs work as provided herein, neither yard engine crews nor hostlers shall be entitled to any penalty pay or other compensation. There will be no change in work permitted or in the compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.

6. The foregoing provisions of this Article are not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement.

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

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

8. This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

ARTICLE VI- USE OF RADIO/TELEPHONES ON LOCOMOTIVES

1. Arbitraries or additional payment for using the radio/telephone shall be eliminated effective June 1, 1971.

2. Where such arbitraries or additional pay were preserved under Article II of the March 10, 1969 Agreement, any rate of pay effected thereby will be adjusted as if such arbitraries or additional pay had not been preserved. This adjustment shall be reflected in such rates of pay prior to the application of the wage increases provided for under Article I of this Agreement.

3. It is recognized that the use of radio/telephones or comparable equipment is part of the engineer's duties. However, his duties and responsibilities shall be pursuant to the operating rules, orders and special or other written instructions of the individual carriers.

It is further agreet that the carrier shall require strict compliance by other carrier personnel or employees involved in the use of radio/!telephone equipment, with the operating and safety rules of the individual carrier and any applicable Federal and State regulations.

ARTICLE VII- EXPENSES AWAY FROM HOME

1. Effective June 1, 1971 Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover extra men filling temporary vacancies at outlying points subject to the following additional conditions:

(a) The outlying point must be either 30 miles or more from the terminal limits of the location where the extra list from which called is maintained, or 60 miles or more from the reporting point of the extra list from which called.

(b) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

2. It is agreed that the parties signatory to this agreement will continue negotiations on the matter of further increasing expenses-away-from home allowances. Any such increase agreed upon to become effective January 1, 1973.

ARTICLE VIII - INTERDIVISIONAL, INTERSENIORITY DISTRICT, INTRADIVISIONAL AND/OR INTRASENIORITY DISTRICT SERVICE (PREIGHT OR PASSENGER)

Article 4 of the May 23, 1952 Agreement is amended to read as follows:

1. Where an individual carrier not now having the right to establish interdivisional, interseniority district, intradivisional or intraseniority district service, in freight or passenger service, considers it advisable to establish such service, the carrier shall give at least thirty days' written notice to the General Chairman or Chairmen of the committee(s) of the Brotherhood of Locomotive Engineers involved, of its desire to establish service, specifying the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

The parties will negotiate in good faith on such proposal and shall recognize each others fundamental rights, and reasonable and fair arrangements shall be made in the interest of both parties. Such rights and arrangements shall include, but not be limited to the following:

(a) Runs shall be adequate for efficient operations and reasonable in regard to the miles run,hours on duty and in regard to other conditions of work.

(b) All miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first

one hundred (100) miles or less.

(c) When an engine crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportition for the engine crew.

Note: Suitable transportation includes carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

(d) On runs established hereunder engine crews will be allowed a $1.50 meal allowance after 4 hours at the away from home terminal and another $1.50 allowance after being held an additional 8 hours.

2. The foregoing provisions (a) through (d) do not preclude the parties from negotiating on other terms and conditions of work.

3. In the event the carrier and such committee or committees cannot agree on the matters provided for in Section 1(a) and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 60 days from the date of notice by the carrier of its intent to establish services pursuant to this Article VIII.

The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the carrier to establish interdivisional, interseniority district, intradivisional, or intraseniority district service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the carrier if and when such interdivisional, interseniority district, intradivisional, or intraseniority district service is established in that territory. Provided further, however, if carrier elects not to put the award into effect, carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of employees party to said arbitration. In its decision the Arbitration Board shall include among other matters decided the provisions set forth in Section 5 below for protection of employees adversely affected as a result of the discontinuance of any existing runs or the establishment of new runs resulting from application of this rule.

4. Interdivisional, interseniority district, intradivisional or intraseniority district service and/or agreements in effect on the date of this Agreement are not affected by this Article VIII.

5. Every employee adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by Sections 6, 7, 8, and 9 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 5 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.

Any employee required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall

receive a transfer allowance of four hundred dollars ($400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

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

6. This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

ARTICLE IX VACATIONS

Insofar as applicable to employees represented by the Brotherhcod of Locomotive Engineers, the vacation agreement dated April 29, 1949, as amended, is further amended effective January 1, 1973, by substituting the following Section 1 f or the amended Section 1 contained in the agreement of November 17, 1964 as amended, substituting the following Section 2 for the amended Section 2 contained in the agreement of August 17, 1954 as amended, and substituting the following Section 9 for Section 9 as amended:

Section 1

(a) - Effective January 1, 1973, 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, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the

employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic davs 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 l(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, 1973, 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 continous 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, 1973, 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.)

(e) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

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(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 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(e) 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 l(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) - (Not applicable.)

(g) - 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(g) 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), (d) and (e), respectively.

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

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b),sixteen hundred (1600) basic days under Section 1(c) thirty- two hundred (3200) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

(i) - Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an 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.

(j) - In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1 (a), (b), (c), (d) or (e) and (j) hereof.

(l) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for

under Section 1 (a), (b), (c), (d) or (e) and (j) hereof.

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

General

(a) - An employee receiving a vacation, or pay in lieu therof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

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

Yard Service

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than 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 a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

Note: Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling

service.

Section 9 -

The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by l/6th.

ARTICLE X- JURY DUTY

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(1) An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

(2) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(4) No jury duty pay will be allowed for any day as to which the employee is entitled to vaca-tion or holiday pay.

This rule shall become effective January 1, 1973, except that existing rules on individual properties may be retained by the organizations in lieu of this rule by the General Chairman or General Chairmen giving written notice to the carrier or carriers involved at any time within ninety days after the date of this Agreement.

ARTICLE XI- HOLIDAYS

Effective January 1, 1973, the existing rule covering pay for holidays, set forth in Article I of the Agreement of June 25, 1964, as amended, is hereby amended to designate Veterans Day as a ninth paid holiday and to add it to the list of enumerated holidays now provided in such Agreement, as amended.

ARTICLE XII- STANDING COMMITTEE

The parties signatory to this Agreement will establish within sixty days of the date of this Agreement, a Standing Committee consisting of two partisan members representing the individual carriers listed in Exhibits A, B and C; two partisan members from the Brotherhood of Locomotive Engineers representing employees of such individual carriers; and a disinterested chairman.

If the partisan members of the Standing Committee cannot agree on the Chairman within the sixty day period, the partisan members shall request the Chairman of the National Mediation Board and/tor the Secretary of Labor to confer with the members and within ninety days of the date of this Agreement select such disinterested Chairman. The Standing Committee, as so constituted, shall determine the procedures under which it will operate, with the understanding such procedures will not include arbitration procedures unless agreed upon by the partisan members of the Standing Committee.

The life of the Standing Committee shall extend over the terms of this Agreement, at which time it will be terminated unless continued by mutual agreement of the partisan members. The Standing Committee may be terminated at any time by mutual agreement of the partisan members.

Proposals of the parties regarding the following items shall be considered by the Committee:

Basis for pay - road service

Graduated raises - road & yard service

Arbitraries - road & yard service

Road - yard proposals not disposed of in this agreement

Hostler assignments

Holidays for road service employees

Manning - slave units

Notices served locally covered by Item 6 of paragraph (a) of Article XIV of this Agreement

(to be screened by Standing Committee; those notices not accepted for handling by the Standing Committee will be handled on the individual carrier in accordance with paragraph (e) of Article XIV)

Mileage rates for miles over 100

Rates of pay - short turnaround (commuter) passenger service.

Additional items may be considered by the Committee by mutual agreement of the partisan members.

ARTICLE XIII- COURT APPROVAL

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

ARTICLE XIV- EFFECT OF THIS AGREEMENT

(a) The purpose of this Agreement is to fix the general leveL of compensation during the period of the Agreement, and to settle the disputes growing out of the notices served upon the carriers listed in Exhibits A, B and C by the organization signatory hereto relating to (1) Manning, including manning of so-called "Slave Units" served on or after January 1, 1967; (2) Rates of Pay and Basis of Pay served on or about November 24, 1969; (3) Assignment and Use of Assistant Engineers served on or about December 11, 1969; (4) Vacations with Pay, Paid holidays, Expenses Away From Home and Paid

Sick Leave served on or about June 15, 1970; (5) Proposals served by the carriers on or about November 6, 1969 for concurrent handling therewith; and (6) Other Proposals served locally which relate to the issues covered by Items 1 through 5 hereof.

(b) This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect until June 30, 1973 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) No party to this Agreement shall serve, prior to January 1, 1973 (not to become effective before July 1, 1973), any notice or proposal for changing the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Article, and any pending notices which propose such matters are hereby withdrawn.

(d) Pending or new proposals served or to be served on individual railroads dealing with training of engineers or health and welfare are excepted from the provisions of this Article XIV.

(e) During the term of this Agreement pending proposals covering subject matters not specifically dealt with in paragraphs (a), (c) and (d) of this Article XIV need not be withdrawn and new proposals covering such subject matters may be served, and such pending or new proposals may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

(f) This Article XIV will not debar management and committees onindividual railroads from agreeing upon any subject of mutual interest.

(g) Nothing in this Article XIV will prevent the handling of matters by the Standing Committee pursuant to Article XII of this Agreement.

SIGNED AT WASHINGTON, D. C., THIS 13th DAY OF MAY, 1971.

NOTE: SIGNATURES NOT REPRODUCED

FOR THE CARRIERS:

FOR THE BLE:

J.W. Oram C.J. Coughlin

M.E. Parks B.N. Whitmire

W.S. MacGill, et al V.F. Davis

H.A. Ross

SIDE LETTERS TO THE AGREEMENT

May 13, 1971

Mr. Charles J. Coughlin

Grand Chief Engineer

Brotherhoot of Locomotive Engineers

1112 Engineers Building

Cleveland, Ohio 44114

Dear Mr. Coughlin:

This will confirm our unterstanding that the execution of the Agreement signed today with the Brotherhood of Locomotive Engineers is without prejudice to either parties' position concerning national handling of the matters covered by such Agreement. Further, while we are agreed that such Agreement makes moot the case entitled General Conmittee of Adiustment of the Brotherhood of Locomotive Engineers for the Seaboard Coast Line Railroad Company, a labor organization, and, Marvin L. Geiger, as General Chairman of the aforesaid General Committee v. Seaboard Coast Line Railroad Company, a corporation, No. 70-422-Civ.-J., pending in the United States District Court for the Middle District of Florida, Jacksonville Division, the Brotherhood of Locomotive Engineers will take immediate steps to dismiss such case with prejudice. Also, the training situation on the Seaboard Coast Line Railroad will be the subject of immediate discussions between the Brotherhood of Locomotive Engineers and that railroad.

Will you please confirm this by adding your signature below.

Very truly yours,

J.P. Hiltz, Jr.

Accepted:

C.J. Coughlin

May 13, 1971

Mr. Charles J. Coughlin

Grand Chief Engineer

Brotherhood of Locomotive Engineers

1112 Engineers Building

Cleveland, Ohio 44114

Dear Mr. Coughlin:

This will confirm our understanding that the parties to the Agreement signed today will promptly resume negotiations for the purpose of working out a practical agreement relating to the matter of training of engineers with the understanding that any such agreement will not infringe upon the rights of employees represented by any other railway labor organization or result in any liability to the carrier in that connection.

Will you please confirm this by adding your signsture below.

Very truly yours,

J.P. Hiltz, Jr.

Accepted:

C.J. Coughlin

May 13, 197 l

Mr. Charles J. Coughlin

Grand Chief Engineer

Brotherhood of Locomotive Engineers

1112Engineers Building

Cleveland, Ohio 44114

Dear Mr. Coughlin:

This will confirm our understanding that the effective dates specified in Articles II, III, IV, V, and VIII vill be advanced on any individual carrier to coincide with any earlier effective date of a comparable provision applicable to other members of a crew than those represented by your organization as to any or all of the Articles enumerated above.

Will you please confirm this by adding your signature below.

Yours very truly,

J.P. Hiltz, Jr.

Accepted:

C.J. Coughlin

May 13, 1971

Mr. Charles J. Coughlin

Grand Chief Engineer

Brotherhood of Locomotive Engineers

1112Engineers Building

Cleveland, Ohio 44114

Dear Mr. Coughlin:

This will confirm our understanding in connection with the Agreement signed today that, if the organization feels that on any individual railroad any of the provisions of the Agreement are not being properly applied, you will bring such matters to the attention of the appropriate Chairman of the Regional Carriers Conference Committee or the undersigned for the purpose of promptly looking into and advising that carrier of the propriety of its application of the terms of this Agreement.

Will you please confirm this by adding your signature below.

Yours very truly,

J.P. Hiltz, Jr.

Accepted:

C.J. Coughlin

May 13, 1971

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Mr. Charles J. Coughlin

Grand Chief Engineer

Brotherhood of Locomotive Engineers

1112 Engineers Building

Cleveland, Ohio 44114

Dear Mr. Coughlin

In connection with the Agreement signed today this will confirm our understanding that, in consonance with paragraph (f) of Article XIV thereof, management and committees on individual railroads may mutually agree to discuss and, if practicable, workout appropriate arrangements for combing road and yard seniority.

Will you please confirm this by adding your signature below.

Very truly yours,

J.P. Hiltz, Jr.

Accepted:

C.J. Coughlin

May 13, 1971

Mr. Charles J. Coughlin

Grand Chief Engineer

Brotherhood of Locomotive Engineers

1112 Engineers Building

Cleveland, Ohio 44114

Dear Mr. Coughlin:

Referring to Article XI of the agreement signed today, captioned "Holiday Pay". We will advise you prior to January 1, 1972 whether the carriers desire to substitute Good Friday for the Birthday Holiday. It is our understanding that this is in accord with our mutual understanding.

Will you please confirm this by adding your signature below.

Yours very truly,

J.P. Hiltz, Jr.

Accepted:

C.J. Coughlin