

RULE 20 - RETIRED EMPLOYEES

Employees, covered by this Agreement, who may be granted an annuity on account of physical disability when less than sixty-five years of age, under the Railroad Retirement Act, shall retain and continue to accumulate all seniority rights until the age of sixty-five is reached. Such vacancies will be bulletined as permanent vacancies. In the event of recovery and return to active service, the employee may return to his former position, unless declared physically unfit by the Management, and if seniority permits, or otherwise exercise his seniority rights by displacing any employee junior in service, in any Grade in a seniority Class and Group in which he has established seniority. Employees displaced by his return may exercise their seniority in the same manner. Exercise of seniority rights as provided for in this Rule 20 shall be subject to Rule 5.

RULE 21 - PERSONAL INJURIES

Employees injured while at work will be required to make a detailed written report of the circumstances of the accident just as soon as they are able to do so after receiving medical attention. Proper medical attention shall be given at the earliest possible moment and employees will be permitted to return to work just as soon as they are able to do so, without signing a release pending final settlement of the case.

RULE 22 - LEAVE OF ABSENCE

(a) When the requirements of the service will permit, employees upon written request, may be granted leave of absence in writing for a period not exceeding sixty days. Extension of such leave of absence may be granted by approval of the proper officer of the Company and the General Chairman. Employees will not be allowed to enter into other business while on leave of absence, except in accordance with Rules and Regulations for the Government of the Operating Department. Should they enter other business without special permission, they will lose their former rights.

(b) Employees serving on Committees for the adjustment of differences between the Company and its employees, shall, on

sufficient notice, and where the requirements of the service will permit, be granted leave of absence and free transportation consistent with the regulations for issuance of free transportation.

(c) Employees elected or appointed as representatives of employees shall be considered on leave-of-absence and shall retain their seniority rank and rights if asserted within thirty days after released from excepted employment.

Days on which compensated service is rendered by an employee as a representative of employees while on leave of absence under the provisions of this Rule, shall upon the employee's return to the active service of the Carrier, be counted in computing number of years of continuous service with the Carrier for qualifying purposes for vacation and personal days. Such years of service shall be verified by the office of General Chairman and furnished to the Carrier.

RULE 23 - RETURN AFTER ABSENCE

Except as provided for in Rule 20, an employee returning to duty after leave of absence, vacation, sickness, disability or suspension, may return to former position, or may upon return, or within ten days thereafter, exercise seniority rights to any position bulletined or vacancy which occurred during his absence, except in the event his former position has been abolished during his absence, or his position has been filled during his absence by a senior employee exercising displacement rights, he may exercise his seniority. Employees displaced by his return may exercise their seniority in the same manner. Exercise of seniority rights as provided for in this Rule 23 shall be subject to Rule 5.

RULE 24 - DETAINED FROM WORK

An employee desiring to be absent from service must obtain permission from his foreman or the proper officer. An employee detained from work on account of sickness or for other unavoidable cause shall notify his foreman or the proper officer as early as possible.

RULE 25 - CAMP CARS .

Camps, Camp Cars and/or highway trailers shall be adequate for the purpose and maintained in a clean, healthful and sanitary condition. Permanent camp cars used for road service will be equipped with springs consistent with safety and character of car and comfort of employees. It will be the duty of the foreman to see that cars are kept clean. When necessary, in the judgment of the Management, kitchen and dining cars will be furnished and equipped with stoves, utensils and dishes, in proper proportion to the number of men to be accommodated.

The Company will continue to furnish suitable beds or bunks in camps, camp cars and/or highway trailers. In lieu of furnishing mattresses, pillows, bed linens, blankets, towels and soap, (on the former WAB only the Carrier will furnish mattress, pillow and blanket), the Railway Company will allow 30¢ per calendar day, including rest days and holidays, to each employee during any time that he is assigned to a position in a type of service the nature of which regularly requires him throughout his work week to live away from home in a camp, camp car or highway trailer. The foregoing allowance will not be payable for work days on which the employee is absent from service for reasons of his own accord, including time off on vacation, or for rest days or holidays if the employee is absent from service of his own accord when work is available to him on the work day preceding or the work day following said rest days or holidays. The foregoing allowance will also not be payable when an employee is taken away from his camp, camp car or highway trailer and furnished meals and lodging by the Company or reimbursed for necessary meal and lodging expenses. When payable, the foregoing allowance will be paid for in the same manner as meal allowances provided for in Rule 43, Part 1(a), as hereinafter revised.

RULE 26 - WATER AND ICE

The Management will see to it that an adequate supply of water and ice suitable for domestic use is made available to employees. Both parties recognize in all cases that ice may not be reasonably available.

RULE 27 - TOOLS

The Company will furnish the employees such general tools as are necessary to perform their work, except such tools as are customarily furnished by skilled workmen.

RULE 28 - TRANSFERRING HOUSEHOLD GOODS

Employees transferred by direction of the Management to positions which necessitate a change of residence will receive free transportation for themselves, dependent members of their families and household goods, when it does not conflict with state or federal laws.

Employees exercising seniority rights to new positions or vacancies which necessitate a change of residence will receive free transportation for themselves, dependent members of their families and household goods, when it does not conflict with state or federal laws. Free transportation of household effects under this circumstance need not be allowed more than once in a twelve month period.

RULE 29 - FURNISHING OF COOKS

The Company will furnish cooks for all carpenter, mason, paint, fence, welding and small extra gangs consisting of 10 men or over who are in camps or camp cars, except where boarding arrangements are handled by ration contractor. This will not apply to permanent camps located at terminal points.

On system gangs, when a cook is provided and where such cook is required to prepare daily meals for 16 men or over, an employee or employees from the gang will be used to assist the cook or to perform whatever other functions are required on or around the cook or camp cars, as follows:

16 - 30	-	1 employee
31 or more	-	2 employees

Both sides recognize that there may be special circumstances when additional assistance is needed. If so, the General Chairman will handle with the highest designated officer of the Carrier.

An employee, on days used to assist the cook, will be required to work the same hours as the cook and will be paid at the employees' applicable rate for the same actual time allowed the majority of the gang.

NOTE: The provisions of the first paragraph (increasing number from six to ten) will only apply to B&B gangs as the cooks employed with B&B gangs on the effective date of this agreement attrite out.

RULE 30 - DISCIPLINE AND GRIEVANCES

(a) An employee who has been in service more than sixty (60) calendar days shall not be disciplined or dismissed without a fair and impartial investigation, at which investigation he may be assisted by duly authorized representatives. He may, however, be held out of service, except for minor offenses, pending such investigation.

The employee will be given not less than ten (10) days' advance notice, in writing, of the date of the investigation which shall set forth the precise charge against him with a copy to the general chairman. The investigation shall be held within 30 days of first knowledge of the offense. At the request of either party the investigation will be postponed; however, such investigation will not be postponed in excess of ten (10) calendar days beyond the date first set except by mutual agreement.

A written transcript of statements taken at the investigation will be made, and a copy furnished to the duly authorized representative at the time the decision is rendered. Decision will be rendered in writing to the employee and his representative within twenty (20) days after completion of the investigation unless an extension of time is agreed upon.

It is recognized that the Carrier is responsible for insuring that an accurate transcript of the investigative proceedings is made. However, this will not preclude the use of comparable equipment by the employee or his duly authorized representative to make a record of the proceedings for their own use.

(b) The term "duly authorized representative" shall be understood to mean a member of the regularly constituted committee

or an officer of the organization duly authorized to represent the employee in accordance with the Railway Labor Act, as amended.

(c) An employee who has been notified to appear for an investigation shall have the option, prior to the investigation, to discuss with the appropriate Carrier official and General Chairman or representative designated by the General Chairman, the act or occurrence and the employee's responsibility, if any.

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

Disposition of cases under this paragraph (c) shall not establish precedence in the handling of other cases.

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

(e) The right of appeal in the usual manner is accorded under provisions of Rule 31.

(f) If the charge against the employee is not sustained, it shall be stricken from the record and employee reinstated and paid for the assigned working hours actually lost, less the amount earned from time of suspension until reinstated.

(g) At the investigation or on appeal an employee may be represented by one or more "duly accredited representatives" as that term is defined in this Agreement.

(h) An employee who considers himself otherwise unjustly treated shall have the same right of hearing and appeal as provided for in this Rule 30 if written request is made to his immediate superior within ten calendar days of cause of complaint. This rule does not apply to grievances in connection with time claims, which must be submitted and progressed in accordance with the provisions of Rule 31.

(i) Prior to the assertion of grievances as herein provided, and while questions of grievances are pending, there will be neither a shutdown by the employer nor a suspension of work by the employees.

RULE 31 - TIME LIMIT ON CLAIMS

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved to the officer of the Carrier authorized to receive same, within sixty days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within sixty days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in Paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as

provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend this nine months' period herein referred to.

(d) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e) This rule recognizes the right of representatives of the Organization party hereto to file and prosecute claims and grievances for and on behalf of the employees it represents.

(f) This rule is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine months of the date of the decision of the highest officer of the Carrier.

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

RULE 32 - BASIC DAY

Except as otherwise provided in these rules, eight consecutive hours, exclusive of the meal period, shall constitute a day's work.

RULE 33 - FORTY-HOUR WEEK

Section 1. General

(a) The expressions "positions" and "work" used in this Rule 33 refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employes.

(b) Subject to the exceptions contained in this Rule 33, a work week shall consist of 40 hours, (five days of eight hours each) with two consecutive days off in each seven; the work weeks may be staggered in accordance with the carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:

- (1) Five-day Positions:
On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.
- (2) Six-day Positions:
Where the nature of the work is such that employes will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.
- (3) Seven-day Positions:
On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.
- (4) Regular Relief Assignments:
 - (I) All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under the rules of this agreement. Where no guarantee rule now exists such relief assignments will not be required to have five days of work per week.

Regularly assigned occupants of regular relief positions shall be paid the rates applicable to positions on which relief service is performed. Work on rest days not covered by assignments referred to in this rule may be performed by extra or unassigned men if available who will, except as otherwise provided in this agreement, be paid pro rata rates therefor.

- (II) Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same Grade in the same Class and Group, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.
- (III) Regular relief assignments will be concentrated as much as practicable, consistent with train service, and to avoid unnecessary travel. Free railroad transportation for necessary travel in providing relief will be made available to relief employees.
- (5) Deviation from Monday-Friday Week:
If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of Rule 33, Section 1(b), (1), above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules of this agreement.
- (6) Nonconsecutive Rest Days:
The typical work week is to be one with two consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by Paragraphs (2), (3) and (4), the following procedure shall be used:
 - (I) All possible regular relief positions shall be established pursuant to Section 1, Paragraph (b) (4) of this Rule.
 - (II) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.

- (III) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
 - (IV) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
 - (V) If the foregoing does not solve the problem, then some of the relief or extra men may be given nonconsecutive rest days.
 - (VI) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.
 - (VII) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
 - (VIII) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules of this agreement and in such proceedings the burden will be on the carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employes in excess of five days per week.
- (7) Rest Days of Extra or Furloughed Employees:
To the extent extra or furloughed men may be utilized under the rules of this agreement or practices, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

- (8) **Beginning of Work Week:**
The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven consecutive days starting with Monday.
- (9) **Sunday Work:**
Existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.
- (10) **Work on Assigned Rest Days:**
Except as otherwise provided in this agreement, regularly assigned employees who are assigned, notified or called to work on either or both of their assigned rest days will be allowed a minimum of 2 hours and 40 minutes at the overtime rate for 2 hours and 40 minutes or less and if held on duty in excess of 2 hours and 40 minutes, will be paid at the overtime rate for all work performed until the beginning of the regular work period.
- (11) **Changing Assigned Rest Days:**
When regularly assigned rest days are changed the employee or employees occupying the position or positions affected will be given not less than thirty-six hours advance notice.
- (12) **Work on Unassigned Days:**
Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned

employee who will otherwise not have 40 hours of work that week; in all other cases by the regular employee.

- (13) Nothing in this Agreement shall be construed to create a guarantee of any number of hours or days of work where none now exists.

RULE 34 - HOURS PAID FOR

(a) Regular established daily working hours will not be reduced below eight hours per day to avoid making force reductions.

(b) When less than eight hours are worked for convenience of employees, or when regularly assigned for service of less than eight hours on rest days and holidays, or when due to inclement weather interruptions occur to regular established work period preventing eight hours work, only actual hours worked or held on duty will be paid for except as provided in these rules.

(c) For regular operations requiring continuous hours, eight consecutive hours without meal period may be assigned as constituting a day's work, in which case not to exceed twenty minutes shall be allowed in which to eat, without deduction in pay, as the nature of the work permits.

RULE 35 - BEGINNING AND ENDING OF DAY

Employees with headquarters on line who are not assigned camp cars or motel accommodations will start and end their time at designated assembly points on the property, such as Tool House, Camp Cars, Carpenter Shops, Stations or other such designated Carrier facilities suitable for the purpose. Employees, when lodged in motels, will start and end their time at the motel designated by the Company, closest to their work site. If instructed to start and end their time at the job site, they will be paid travel time at the straight time rate of two (2) minutes per mile traveled to and from their motel and the job site.

RULE 36 - HOURS OF SERVICE

(a) The starting time of the regular work period of regularly assigned service will be designated by the supervisory officer and will not be changed without first giving employees affected thirty-six hours' notice.

(b) Employees working single shifts, regularly assigned exclusively to day service, will start work period between 6:00 A.M. and 8:00 A.M.

(c) Employees working single shifts, regularly assigned exclusively to part day and part night service, will start work period between 3:00 P.M. and 6:00 P.M.

(d) Employees working single shifts, regularly assigned exclusively to night service, will start work period between 6:00 P.M. and 9:00 P.M.

(e) For regular operation necessitating working periods varying from those fixed for the general force, the hours of work will be assigned in accordance with the requirements.

RULE 37 - HOLIDAY WORK

Except as otherwise provided in these rules, employees assigned, notified or called to work on the following holidays, namely, New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or by proclamation shall be considered the holiday), shall be paid on the actual minute basis for work performed at the rate of time and one-half with a minimum allowance of 2 hours and 40 minutes or less. The provisions of this rule shall not apply to employees who work on holidays at their own request in which event they shall be paid at the pro rata rate.

RULE 38 - HOLIDAY PAY

The provisions of Article II of the National Agreement of

August 21, 1954 as revised, are applicable to the employees covered by this agreement. A synthesis of such provisions is attached hereto as Appendix "A."

RULE 39 - OVERTIME

(a) - NW only - Except as otherwise provided in the sub-paragraph of this Paragraph (a), of Rule 39, time worked preceding or following and continuous with a regularly assigned eight-hour work period shall be computed on actual minute basis and paid for at time and one-half rates, with double time computed on actual minute basis after sixteen continuous hours of work in any twenty-four hour period computed from starting time of the employee's regular shift. In the application of this Paragraph (a) to new employees temporarily brought into the service in emergencies, the starting time of such employees will be considered as of the time that they commence work or are required to report. This shall not affect the present provisions of this agreement covering meal periods.

Except as otherwise provided in Paragraphs (b) and (c) of this Rule 39, and Rule 37, employees who perform relief service on two or more positions within a twenty-four hour period will be paid straight time for the first eight hours worked on each position.

(a-1) - Former WAB only - Time worked preceding or following and continuous with a regularly assigned eight (8) hour work period shall be computed on actual minute basis and paid for at time and one-half rates, with double time computed on actual minute basis after sixteen (16) continuous hours of work in any twenty-four (24) hour period computed from starting time of the employee's regular shift.

NOTE - In the application of Paragraph (a-1) of this rule, employees required to work continuously from one regular work period into another regular work period in an emergency will be paid on the basis of time and one-half for the actual time worked during the second regular work period until relieved from such emergency work, and pro rata or straight time rate for the remainder of the time worked during the regularly assigned work period. This shall not apply to the provisions of this agreement as to meal periods.

(b) Provisions in existing rules which relate to the payment

of daily overtime shall remain unchanged. Work in excess of 40 straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under Section 1, (b), (6), (III), of Rule 33.

(c) Employees worked more than five days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under Section 1, (b), (6), (III), of Rule 33.

There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of special allowances such as attending court, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

RULE 40 - CALLS

(a) Employees notified or called to perform work not continuous with the regular work period will be allowed a minimum of 2 hours and 40 minutes at the overtime rate for 2 hours and 40 minutes or less and if held on duty in excess of 2 hours and 40 minutes will be paid at the overtime rate for all work performed until the beginning of the regular work period. Employees will be paid at the overtime rate on minute basis for service performed continuous with and in advance of regular work period.

(b) Except as otherwise provided for in these rules, time worked on regular lay-off days, when assigned to less than five days per week, will be paid for at the pro rata rate when the entire number of hours constituting the regular week-day assignment are worked. When notified or called on such days to work less number of hours than constitutes a day's work within the limits of the regular week-day assignment, employees will be paid a minimum of 4 hours at

pro rata rate for 2 hours and 40 minutes work or less, and at the pro rata rate after 2 hours and 40 minutes of each tour of duty.

(c) This rule will not apply where by agreement extra hours are worked on lay-off days to make up time lost in order to permit weekend trips home or account of inclement weather. Such time to be paid for at pro rata rate for actual hours worked.

RULE 41 - ABSORBING OVERTIME

Employees will not be required to lose time during any regularly assigned work period for the purpose of absorbing overtime.

RULE 42 - AUTHORIZING OVERTIME

(a) No overtime work will be required except by direction of the proper authority, except where advance authority is not obtainable in case of emergency. The proper officer of the Company will determine when overtime work is required and will designate, subject to the provisions of this rule, the employee who will perform such overtime work.

(b) The performance of work will not be delayed or deferred for the sole purpose of affording an employee an opportunity to perform overtime work.

(c) Nothing in the rules of this Agreement shall be construed as granting an employee the right to perform, outside of his regularly assigned hours, work that may be performed during the regularly assigned hours of another position.

(d) Except as provided for in Section (e) of this Rule 42, when employees are notified or called to perform work not continuous with the regular work period, the employee or employees working in the immediate force or gang delegated to perform the work, will be notified or called on seniority basis. The provisions of this Section (d) shall not apply in cases of emergency.

(e) When overtime work is required immediately following the regular work period, the particular employee or employees performing such work during the regular work period will perform the work on

seniority basis; provided, however, that in addition to the employee, or employees aforementioned, other employees may also be required to perform the work as provided for in Section (d). This Section (e) of Rule 42 will apply regardless of whether or not the work is stopped for a meal period.

RULE 43 - TRAVEL TIME AND EXPENSE

I. Employees in Camp Cars, Camps and/or Highway Trailers:

(a) The Company shall provide as follows for employees who are employed in a type of service the nature of which regularly requires them throughout their work week to live away from home in camp cars, camps or highway trailers:

(1) If the Company provides cooking and eating facilities and pays the salary or salaries of necessary cooks, each employee shall be paid a meal allowance of \$3.00 per day.

(2) If the Company provides cooking and eating facilities but does not furnish and pay the salary or salaries of necessary cooks, each employee shall be paid a meal allowance of \$6.00 per day.

(3)(a) NW

If the employees are required to obtain their meals in restaurants or commissaries, each employee shall be paid a meal allowance of \$9.00 per day.

(3)(b) WAB

If the facilities referred to in (1) and (2) above are not provided such employees will be reimbursed for the actual cost of meals. (WAB employees)

(4) The foregoing per diem meal allowance shall be paid for each day of the calendar week, including rest days and holidays, except that it shall not be payable for work days on which the employee is voluntarily absent from service, and it shall not be payable for rest days or holidays if the employee is voluntarily absent from service when work was

available to him on the work day preceding or the work day following said rest days or holiday.

(b) When taken away from and unable to return to their camp cars, camps or highway trailers on any day, such employees will be furnished meals and lodging by the Company or reimbursed for necessary meal and lodging expenses. Lodging furnished by the Company shall be adequate for the purpose and maintained in a clean, healthful and sanitary condition. This Paragraph (b) not to apply to employees customarily carrying midday lunches and not being held away from their assigned territory an unreasonable time beyond the evening meal hour. This Paragraph (b) will also not apply to employees transferred to temporary service from one seniority district to another on which they do not hold seniority rights when furnished with living quarters or outfit cars.

(c) When such employees are required by Management to travel from one work point to another, time spent in such traveling will be paid for at straight time rate during or outside of regularly assigned hours or on a rest day or holiday.

(d) Such employees will not be allowed time while traveling in the exercise of seniority rights, or between their homes and designated assembly points, or for other personal reasons.

(e) When such an employee is not furnished means of transportation by the Company from one work point to another and he uses other forms of transportation for this purpose, he shall be reimbursed for the cost of such other transportation. If authorized to use his personal automobile for this purpose in the absence of transportation furnished by the Company, he shall be reimbursed for such use of his automobile at the applicable rate. If an employee's work point is changed during his absence from work point on a rest day or holiday, this paragraph shall apply to any mileage he is required to travel to the new work point in excess of that required to return to the former work point.

II. Employees not in Camp Cars, Camps or Highway Trailers:

Such employees who are required in the course of their employment to be away from their headquarters point as designated by the Company, including employees filling relief assignments or performing extra or temporary service, shall be compensated as follows:

(a) The Company shall designate a headquarters point for each regular position and each regular relief position. For employees other than those serving in regular positions or in regular assigned relief positions, the Company shall designate a headquarters point for each employee. No designated headquarters point may be changed more frequently than once each 60 days and only after at least 15 days' written notice to the employee affected.

(b) When such employees are unable to return to their headquarters point on any day, they shall be furnished meals and lodging by the Company or reimbursed for necessary meal and lodging expenses as per Paragraph (e) of this rule. This Paragraph (b) not to apply to employees customarily carrying midday lunches and not being held away from their assigned headquarters an unreasonable time beyond the evening meal hour.

(c) Such an employee shall be furnished with free transportation by the Company in traveling from his headquarters point to another point and return, or from one point to another. If he has an automobile, which he is willing to use and the Company authorizes him to use said automobile, he will be paid applicable rate for each mile in traveling from his headquarters point to the work point and return, or from one work point to another.

(d) If the time consumed in actual travel, including waiting time enroute, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one hour, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time enroute, necessary to his headquarters point or to the next work location exceeds one hour, then the excess over one hour in each case shall be paid for as working time at the straight time rate of the job to which traveled. When employees are traveling by private automobile time shall be computed at the rate of two minutes per mile traveled.

Such employees shall not be compensated under this Paragraph (d) for any time spent in traveling during hours paid for as working time at either straight time or overtime rates. Such employees will also not be allowed time while traveling in the exercise of seniority rights, or between their homes and designated assembly point, or for other personal reasons.

NOTE: None of the provisions of this Rule 43 shall apply to employes on any day or during any period when

they are subject to the provisions of Rule 46 or Rule 54 of this agreement.

(e) (1) It is the intention of the Company to arrange and pay for lodging facilities which are adequate for the purpose, where applicable, with the assignment of not more than two (2) employees to a room with separate beds. Employees who, of their own accord, fail to occupy such lodging facilities after accommodations have been reserved will be liable for the cost of that portion of the lodging accommodations. Employees will also be liable for any damage to accommodations due to their improper actions.

(2) Where applicable, employees entitled to reimbursement for necessary incurred meal expenses will be paid a meal allowance as follows:

Breakfast	-	\$ 3.00	
Lunch	-	4.00	
Dinner	-	<u>5.00</u>	
		\$12.00	- Daily total for three meals

(3) This provision will not affect or apply to employees covered under agreement provisions providing for daily camp car meal allowances.

(4) In lieu of lodging and meal allowances, specified above, an employee working away from home and if camp car is not provided, may elect to drive his personal vehicle to and from his home and his designated assembly point on his own time and be reimbursed for such mileage at the applicable mileage allowance (up to a maximum total per day of 120 miles) and be allowed \$4.00 for lunch meal expense when incurred.

(f) Transportation Special Allowance

(1) (Applicable to employees having an employment relationship with Carrier on December 1, 1983).

- (a) An employee regularly assigned a position on a Roadmaster's district or terminal, shall, when working off of such district or terminal, be paid an allowance of \$10.00 each week when so worked.
- (b) An employee working in a gang or force permanently assigned to work over the Eastern or Western (Wabash) Region shall, when working off of his division seniority, be paid an allowance of \$10.00 each week when so worked off of said division seniority. Any allowance paid under this paragraph (b) shall be in addition to the allowance provided for in paragraph (a) above provided such employee meets the qualifications for paragraph (a).

RULE 44 - REPORTING - HELD ON DUTY

(a) - NW only - All hourly-rated employees covered by this Agreement required to report at the usual starting time and place for the day's work and when conditions prevent work being performed will be allowed a minimum of three hours. If held on duty over three hours, actual time so held will be paid for. This rule will not apply to hourly-rated employees covered by this Agreement assigned to camp cars or camps.

Employees whose regular assignment is less than four hours are not covered by this rule. (This paragraph is to cover regular assignments such as care of switch lamps or other duties requiring short periods on rest days or other days).

(b) Former WAB only - Regular employees, except temporary or seasonal extra gang track laborers, required to report at usual starting time and place for the day's work and when conditions prevent work being performed, will be allowed a minimum of three (3) hours at pro rata rate. If held on duty over three (3) hours, actual time so held will be paid for.

RULE 45 - MEAL PERIOD

(a) When a meal period is allowed, it will be between the ending of the fourth hour and beginning of the seventh hour after starting work, unless otherwise agreed upon by the Company and employees.

(b) Unless acceptable to a majority of the employees directly interested, the meal period shall not be less than thirty minutes nor more than one hour.

(c) If the meal period is not afforded within the allowed or agreed time limit and is worked, the meal period shall be paid for at the pro rata rate (time and one-half rate during regular working hours) and twenty minutes with pay in which to eat shall be afforded at the first opportunity. This does not apply to employees assigned eight consecutive hours, including allowance of twenty minutes for lunch.

NOTE: Wherever the meal period is specified in these rules it shall be the period between the time work is stopped and the time work is resumed, and shall include the time traveling from and returning to the actual working place.

(d) Employees required to remain in continuous service for more than two and one-half (2½) hours after regular working hours will be permitted a meal and if they remain in continuous service will be permitted a meal after six (6) hours from the end of the last meal period taken.

RULE 46 - ASSIGNMENTS TRAVELING

Employees assigned to road service requiring variable hours will be paid a monthly rate and will be allowed necessary actual expenses while away from their headquarters.

RULE 47 - VEHICLE OPERATORS LICENSE

Where a vehicle operator's license or permit is required, the company will refund the amount of the fee required to the employee involved.

RULE 48 - WATCHMEN

(a) Positions not requiring continuous work, such as bridge tenders, bridge watchmen and highway crossing watchmen, will be paid a monthly rate. In no case shall such monthly rate be paid at less than eight (8) hours per day for five (5) days per week. The wages for new positions will be in conformity with wages of positions of similar kind.

(b) Employees covered by this rule whose assigned hours are such that they can be relieved from duty may be worked eight (8) hours within a spread of twelve (12) hours. Not more than one (1) release shall be made in any one period of service. The meal period is not to be considered a release period.

(c) Where the required service for an assignment under this rule amounts to less than eight (8) hours per day, arrangement for such reduced assignment and rate of pay will be made in conference between representatives of the railroad company and the committee representing the employees.

RULE 49 - COOKS

Cooks will be compensated at a monthly rate which shall cover all service rendered during the normal work periods in a work week. Daily hours of cooks will not be definitely assigned. Cooks will be paid at the rate of time and one-half on days in a work week for the same actual time for which the majority of the force receives overtime at punitive rate under provisions of Rule 39. When cooks are required to perform service on holidays or assigned rest days they will be paid under provisions of Rule 37 or Rule 40 for actual time the force works within the force's assigned hours, and at rate of time and one-half for actual time worked by the force preceding or following and continuous with the force's assigned hours. New positions of cooks will be established on basis set forth in this rule.

NOTE: Make-up time contemplated in Rule 51 is not to be paid for under this rule. Application of other rules to cooks will remain unchanged.

RULE 50 - WEEKEND VISITS

Employees assigned to floating gangs will be allowed, when in the judgment of the Management conditions permit, to make weekend trips to their home. Free transportation will be furnished consistent with the regulations. Any time lost on this account will not be paid for. Time not worked on this account may be worked at the option of the employees, if agreeable to the Company, outside of regular hours on other days at straight time for the hours so worked.

RULE 51 - MAKING UP TIME

Employees referred to in Rule 50 will be permitted, if agreeable to the Company, to work extra hours beyond eight so that weekend trips and loss of time account inclement weather will not prevent their generally getting in forty hours per week while they are working on this schedule. The exact hours worked each day must be recorded on the time sheet and not to exceed ten hours per day are to be worked in order to accomplish this purpose. No extra compensation is to be allowed Foremen or Cooks account of carrying out this arrangement. The overtime provisions of this Schedule will not apply while working extra hours or making up time to afford this privilege.

RULE 52 - RATES OF PAY NEW - POSITIONS

SECTION 1 - Prior Consultation

In the event a carrier decides to effect a material change in work methods involving employees covered by the rules of the collective agreement of the organization party hereto, said carrier will notify the General Chairman thereof as far in advance of the effectuation of such change as is practicable and in any event not less than fifteen days prior to such effectuation. If the General Chairman or his representative is available prior to the date set for effectuation of the change, the representative of the Carrier and the General Chairman or his representative shall meet for the purpose of discussing the manner in which and the extent to which employees represented by the organization may be affected by such change, the application of existing rules such as seniority rules, placement and displacement rules and other pertinent rules, with a view to avoiding grievances arising out of the terms of the existing

collective agreement and minimizing adverse effects upon the employes involved.

As soon as is convenient after the effective date of this agreement, and upon request at reasonable intervals thereafter, the carrier and the General Chairman or his representative will meet informally in a conference to discuss such suggestions as the General Chairman may have to minimize seasonal fluctuations in employment.

This Section does not contain penalty provisions and it does not require that agreements must be reached as the right of the carrier to make changes in work methods or to continue existing practices subject to compliance with the collective agreement is not questioned.

SECTION 2 - Rates of Pay

(a) The rates of pay of employes subject to the rates of pay rules of the collective agreement between the parties hereto shall be listed in a master wage schedule prepared by the carrier. A copy of this wage schedule shall be furnished to the General Chairman for his verification. The wage schedule shall constitute a part of the rates of pay, rules and working conditions agreement between the parties, but may be physically bound with the general working conditions agreement or reproduced as a document under separate cover. This rule does not require that multiple positions of the same classification and carrying the same rate of pay need be individually listed, but the listing shall be in whatever detail is necessary to enable the ascertainment from the schedule of the rate of pay for each position of employes referred to herein. When rates of pay are generally revised and when revisions are made in individual rates of pay, the General Chairman shall be furnished with a statement of the adjustments to be made in the rates as shown in the master wage schedule. When the rules and working conditions agreement is generally revised or reprinted the master wage schedule shall be revised to show the then current rates of pay and reproduced and distributed in the same manner as the rules and working conditions agreement.

(b) The listing of rates of pay in the agreement does not constitute a guarantee of the continuance of any position or any certain number of positions or anything else other than as stated in Paragraph (a) hereof.

SECTION 3 - Rates of Pay of New Positions and Adjustments of Rates of Supervisory Employees Covered by the Rules of the Collective Agreement Between the Parties Hereto Where Duties and Responsibilities Have Allegedly Been Expanded.

(a) If a new position is established for which a rate of pay has not been agreed upon, the carrier will in the first instance establish a rate which is commensurate with the duties, responsibilities, characteristics and other requirements of said position. If the General Chairman does not agree that the rate of pay so established is commensurate with the duties, responsibilities, characteristics, and other requirements of the position, he shall so notify the carrier and thereupon the duly authorized representative of the carrier shall meet with the General Chairman or his representative for the purpose of mutually agreeing upon a rate which will be satisfactory to both parties. In the event of failure to reach a mutual agreement on the subject, it will be submitted to arbitration in accordance with Paragraph (c) of this Section.

(b) If, as the result of change in work methods subsequent to the effective date of this agreement, the contention is made by the General Chairman that there has been an expansion of duties and responsibilities of supervisory employees covered by the rules of the collective agreement between the parties hereto resulting in a request for wage adjustment and a mutual agreement is not reached disposing of the issue thus raised, the matter will be submitted to arbitration in accordance with Paragraph (c) of this Section.

(c) The submissions to arbitration provided for in Paragraphs (a) and (b) of this Section shall be under and in accordance with the provisions of the Railway Labor Act; shall be between the individual carrier and the system committee of the organization representing employees of such carrier; and shall be governed by an arbitration agreement conforming to the requirements of the Railway Labor Act which shall contain the following provisions:

- (1) Shall state that the Board of Arbitration is to consist of three members;
- (2) Shall state specifically that the question to be submitted to the Board for decision shall be limited to the single question as to whether the rate established by the carrier should be continued or whether the rate suggested by the

General Chairman should be adopted or whether an intermediate rate is justified; and that in its award the said Board shall confine itself strictly to decision as to the question so specifically submitted to it;

- (3) Shall fix a period of ten days from the date of the appointment of the arbitrator necessary to complete the Board within which the said Board shall commence its hearing;
- (4) Shall fix a period of thirty days from the beginning of the hearings within which the said Board shall make and file its award; provided, that the parties may agree at any time upon the extension of this period;
- (5) Shall provide that the award shall become effective on the date that it is rendered and the rate awarded shall continue in force until changed or modified pursuant to the provisions of the Railway Labor Act.

Sections 1, 2 and 3 above are the same as Article I, II and III appearing in Mediation Agreement signed at Chicago, Illinois on October 7, 1959, Mediation Case No. A-5987.

RULE 53 - COMPOSITE SERVICE AND TWO OR MORE CLASSES OF SERVICE

(a) An employee working on more than one class of work on any day will be allowed the rate applicable to the character of work preponderating for the day, except that when temporarily assigned by the proper officer to lower rated positions, when such assignment is not brought about by a reduction of force or request or fault of such employee, the rate of pay will not be reduced.

(b) This rule not to permit using regularly assigned employees of a lower rate of pay for less than half of a work day period to avoid payment of higher rates.

(c) When an employee is required to fill the place of another employee receiving a higher rate of pay he shall receive the higher rate of pay, except when doing such work for less than one-half day.

RULE 54 - ATTENDING COURT

Employees taken away from their regular assigned duties at the request of the Management, to attend court or to appear as witnesses for the Company, will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place, and in addition, necessary actual expenses while away from headquarters. Any fees or mileage accruing will be assigned to the Company.

RULE 55 - DIFFERENTIALS (EASTERN REGION)

(a) Carpenters and carpenter helpers, welders and welder helpers, and surface grinding machine operators used to help welders in lieu of welder helpers, when performing steel work on bridges and turntables with spans of thirty feet or over will receive six cents per hour in addition to their regular rate of pay.

(b) All mason foremen who are required to work in Durmid, Pepper, Pocahontas, Elkhorn and Sandy Ridge Tunnels and tunnels on Widemouth Branch and Raitt Tunnel on Buchanan Branch will receive extra compensation at the rate of six cents per hour during the time they are actually at work in these tunnels.

(c) Carpenters, carpenter helpers, masons and mason helpers and trackmen, while actually engaged in work in Durmid, Pepper, Pocahontas, Elkhorn and Sandy Ridge Tunnels, tunnels on Widemouth Branch and Raitt Tunnel on Buchanan Branch shall receive six cents per hour in excess of their regular rate.

(d) Trackmen, while actually engaged in work in the following named tunnels: Durmid, Montgomery, Pepper, Little Tom, Holbrook, Big Bull, Cregan, Honaker, Pocahontas, Elkhorn, Sandy Ridge, Hatfield, 1, 3, 4, 6 and 7 on Big Sandy, tunnels on Widemouth Branch and Raitt Tunnel on Buchanan Branch and tunnels between Vivian and Glen Alum, including Ritter and Summit Tunnels on Dry Fork and tunnels at Eggleston, also first two tunnels east of Cedar Bluff, shall receive 4.2 cents per hour in excess of their regular rate.

(e) Trackmen, during the time they are actually engaged in operating Tie Drill Machines, Gauging Machines, Rail Jacks, and Racor Spike Driving Machines, will receive five cents per hour in addition to their regular rate of pay.

RULE 56 - VACATIONS

(a) Employees shall be granted vacations, or payment in lieu thereof, in accordance with the provisions of the National Vacation Agreement of December 17, 1941, and interpretations thereof, and amendments thereto provided in the National Agreements as last amended by the December 11, 1981 National Agreement. A synthesis of such provisions is attached hereto as Appendix "B".

(b) An employee who has been displaced or cut off may take vacation prior to exercising his seniority. The provisions of Rule 14(b) will apply immediately following the conclusion of the vacation.

RULE 57 - ACCREDITED REPRESENTATIVE

(a) Where the term "duly accredited representative" appears in this agreement it shall be understood to mean the regularly constituted committee and/or officers of the Brotherhood of Maintenance of Way Employes, of which such committee or officers is a part.

(b) Disputes growing out of personal grievances and/or out of the interpretation or application of agreements concerning wages, rules, or working conditions between the parties hereto, may only be handled by the employee affected or one or more duly accredited representatives, first with the carrier designated officer and, if not satisfactorily settled, may be appealed by the employee affected or a duly accredited representative in the order of succession up to, and including the highest official designated by the Carrier to whom appeals may be made.

RULE 58 - CLASSROOM TRAINING PROGRAM

The Memorandum of Agreement concerning classroom training is made a part of this Agreement and is attached as Appendix C.