

Edited: 4/1/93

AGREEMENT

between

BURLINGTON NORTHERN INC.

AND

THAT CRAFT AND CLASS OF EMPLOYES

REPRESENTED BY THE

BROTHERHOOD OF

RAILWAY, AIRLINE AND STEAMSHIP

CLERKS, FREIGHT HANDLERS, EXPRESS

AND STATION EMPLOYES

Rule 1. SCOPE

These rules shall govern the hours of service and working conditions of employees engaged in the work of the craft or class of clerical, office, station, tower and telegraph service and storehouse employees as such craft or class is or may be defined by the National Mediation Board.

A. Work now covered by the scope of this Agreement shall not be removed except by agreement between the parties.

B. When and where machines are used for the purpose of performing work coming within the scope of this Agreement, not previously handled by machines, such work will be assigned to employees covered by this Agreement. A change in the equipment used for the performance of such work will not remove such work from the coverage of this Agreement.

C. Positions and work includes the following:

1. Office Managers, Assistant Office Managers, Supervisors of Train Power Operators, Supervisors-COMPASS, Supervisors of Stations and Yards, Supervisors of Freight Equipment, Supervisors of T.C.F., Supervisors of Special Equipment, Network Supervisors and Assistants, Assistant Material Managers and Chief Clerks.

2. Division Accountants, Valuation Accountants, Traveling Accountants, Special Accountants, Accountants, Timekeepers, Junior or Associate Analysts, Programmers, Console Operators, Coordinators of Car and Locomotive Procedures.

3. Car Service Agents, Station Agents, Assistant Station Agents, Agent-Telegraphers, Agent-Telephoners, Telegraphers, Operator-Clerks, Car Distributors and Assistant Car Distributors, Relay Office Managers, and Assistant Managers, Managers-Telegraphers, Wire Chiefs and Assistants, Central Agents, Customer Service Agents, Manager-Wire Chief, Assistant Manager-Wire Chief, Tower and Train Directors, Block Operators, Printer Operators, Telephoners and Telephone Operators, Towermen (including those operating car retarders at Galesburg and Lincoln), Levermen, Centralized Traffic Control Operators (acting upon proper authority) in offices other than Dispatchers' offices.

4. Buyers, Material Department General and Assistant Foreman, Traveling Refrigerator Inspectors, Valuation Inspectors, Material Inspectors, Fuel Inspectors, Tie and Timber Inspectors, Lumber Inspectors, Fruit and Perishable Inspectors, Traveling Storekeepers, Dining Car Storekeepers, Stationery Storekeepers, Local Storekeepers, Traveling Freight Supervisors, Material Supervisors.

5. Clerks, Yard Clerks, Weighmasters, Crew Dispatchers and Assistants, Chief Callers, Clerk Callers, Freight Checkers.

(a) CLERKS: Employees who regularly devote not less than four hours per day to the writing and calculating incident to keeping records and accounts, writing and transcribing letters, bills, reports, statements and similar work, the operation of office mechanical equipment requiring special skill and training, such as typewriters, calculating machines, bookkeeping machines, data processing machines, and other similar equipment. However, such work is covered by this Agreement.

(b) NONCLERICAL: Employees engaged in assorting tickets, waybills, car movement slips, etc.; operating appliances or machines for perforating and addressing envelopes, numbering claims or other papers, adjusting dictaphone cylinders and work of a like nature; gathering or delivering mail or other similar work not requiring clerical ability; office boys, messengers, chore boys, and other employees doing similar work or performing manual work not requiring clerical ability. However, such work is covered by this Agreement.

NOTE: Clerical work occurring in the spread of eight (8) hours shall not be assigned to more than one position not classified as clerical for the purpose of keeping the time devoted to such work by any one employee below four (4) hours per day.

6. Station, platform, warehouse, transfer, dock, team track freight, truckers, and other similarly employed; sealers, scalers, stores, stevedores, callers, loaders, locators, coopers and other similar positions.

7. Storekeepers and Assistants, Material Supervisors and Assistants, Stock Clerks, Storehelpers and Counter men, Chauffeurs, Equipment Operators, Crane and Derrickmen Operators, Storeroom, Stockroom, and Material Handlers and other similar positions.

8. Other Office, Station and Store Department employees such as: Mail and Baggage room employees; Station Helpers; Telephone Switchboard Operators; Office, Station and Warehouse Watchmen without police authority (except those covered by other agreements); Janitors, Matrons, Scrubbers and Cleaners (except those covered by other agreements); Warehouse Foremen; Store Department Foremen; Crane Operators; Station and Platform employees.

D. The foregoing listing does not restrict inclusion within the scope of this agreement any positions covered by the agreements superseded by this agreement, nor shall the listing be construed to require the transfer of work now being performed by employees not covered by this Agreement to employees covered by this

Agreement. An officer or employee not subject to this Agreement may perform any covered work which is incidental to his regular duties.

E. Notwithstanding the foregoing list of positions, these rules do not apply to:

1. Individuals to whom amounts of less than one hundred dollars (\$100.00) per month are paid for special service which only takes a portion of their time from outside employment or business;

2. Positions in hotels, restaurants and eating houses;

3. Positions other than clerical or office force on coal and ore docks, elevators, piers, wharves or other waterfront facilities;

4. Draftsmen, blueprinters, tracers and incumbents or other positions requiring professional, civil or mechanical engineer skill or training;

5. Positions occupied by employees not represented by the Brotherhood of Railway and Airline Clerks prior to the date of consummation of the Burlington Northern merger.

F. 1. In instances where jurisdictional disputes arise under the circumstances set forth in items (a) and (b) below, the Carrier may suspend the application of these rules to the specific positions involved pending a determination of the respective craft or class and/or a determination or certification of representation rights is made. If an individual employee represented by the Brotherhood of Railway and Airline Clerks is assigned to perform the work of an involved position pending a determination of craft or class or certification, his hours of service and working conditions will be governed by these rules.

(a) When positions listed above are also included within the scope of an agreement dated prior to June 30, 1968 to which some other organization is a party and such positions are located at a point common to more than one of the individual component lines of the Burlington Northern merger, and

(b) When positions listed above also are included within the scope of an agreement dated prior to June 30, 1968 to which some other organization is a party and such positions are local to the individual component line of the Burlington Northern merger where such positions were included within the scope of such other agreement.

G. TRAIN ORDER, COMMUNICATIONS AND LINE UP PROVISIONS.

1. Changes in the method of performing the work covered by this agreement, including the handling of train orders or communications of record, shall not operate to remove the work from coverage of this agreement.

2. No employee other than covered by this schedule and train dispatchers will be permitted to handle train orders at telegraph or telephone offices where an operator is employed and is available, or can be promptly located, except in an emergency, in which case the Telegrapher will be notified and will be paid for a call. (See Mediation Agreement A-546):

(MEDIATION AGREEMENT A-546)

(a) At points where Telegraphers are employed, train dispatchers will not be required nor permitted to transmit train orders or handle block by telephone or telegraph direct to train and engine service employees except in emergency; nor will train and engine service employees be required or permitted to call dispatcher or a Telegrapher at another station for the purpose of taking train orders or to block trains except in emergency.

(b) At points where there is no Telegrapher employed, train and engine service employees will not be required nor permitted to block trains; and, other than as provided for in Rule 54 of former CB&Q Conductors' and Trainmen's schedules, will not be required or permitted to copy train orders except in emergency.

(c) It is further understood and agreed that:

(i) telephone conversation about work, and

(ii) telephone conversation about probable arriving time of trains, and

(iii) at junction points and spur tracks where
Telegraphers are not now employed, telephone check on overdue trains will not be construed as
a violation of this agreement.

3. In the absence of an emergency, train location lineups issued to maintenance motor car operators at points where no Telegraphers are employed or where the Telegrapher is not available at the time the lineup is to be issued, will be secured by the maintenance employe from the nearest on-duty Telegrapher with company telephone or other authorized means of instant communication.

4. When employes not covered by this agreement are required to handle train orders at a location where employes covered by this agreement are not on duty any portion of the day or night, the senior Telegrapher working at the nearest location to the point where the train order is handled shall be notified and allowed a two-hour call at the minimum Telegraphers' rate applicable on the seniority district for each occurrence.

5. See Appendix M for handling of train orders and communications on Frisco Region.

NOTE: Emergency as used in this rule is defined as follows: Storms, fogs, casualties, accidents; obstructions caused by wrecks, washouts, high water, slides and snow blockades; unusual delay due to failure of fixed signal to clear; unusual delay to trains due to hot boxes, engine or other equipment failures, and break-in-twos, or other unforeseen situations where life or property may be in jeopardy, requiring immediate attention, which could not have been anticipated when train was at previous telegraph office and which would result in serious delay to trains.

Rule 2. NON-DISCRIMINATION

A. The parties to this agreement pledge that there will be no discrimination against any employe because of race, color, creed, national origin or sex. This obligation to not discriminate in employment includes, but is not limited to placement, upgrading, transfer, demotion, rates of pay or other forms of compensation, selection for training including apprenticeship, lay-off or termination.

B. The use of such words as "he", "his" and "him", as they appear in such agreements, are not intended to restrict the application of the agreements or a particular rule to a particular sex but are used solely for the purpose of grammatical convenience and clarity.

Rule 3. EXCEPTIONS

Clerical positions and incumbents thereof in the following departments are subject only to the application of Rules 1, 2, 3, 4-C, 15, 68 and 78:

Chairman-Board of Directors
President and Chief Executive Officer
President, Transportation Division
President, Resources Division
Executive Vice President, Finance and Administration
Vice Presidents
Treasurer (including Paymaster)

See Appendix O for listing of positions.

Rule 4. SENIORITY

- A. Seniority of an employe shall commence from the date and time he begins compensated service in the district where employed.
- B. When two or more employes enter upon their duties at the same hour and on the same date, their positions on the seniority roster will be determined by birthdate; the oldest first, the next oldest second, etc.
- C. Employes declining promotion or declining to bid for a bulletined position shall not lose their seniority.
- D. Seniority rights of employes to vacancies or new positions shall be governed by these rules.
- E. Employes voluntarily leaving the service shall, if they re- enter, be considered new employes.
- F. The Carrier will provide the General Chairman with a list of employes who are hired or terminated, their home addresses and Social Security numbers, if available, otherwise the employes' identification numbers. This information will be limited to the employes covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employe is hired or terminated. Where railroads cannot meet the 30-day requirement, the matter will be worked out with the General Chairman.
- G. The applications of new employes shall be approved or disapproved within sixty calendar days after the applicant begins work, unless investigation develops complications requiring longer time and such additional time is mutually agreed to by the Management and Representatives of the employes, in which case applicant shall be advised in writing. Applicants shall, within sixty days after date of employment, have returned to them all service cards, letters of recommendation and other papers which have been furnished by them to the Railway for investigation. In the event of applicant giving false information, this rule shall not apply.

Rule 5. SENIORITY DISTRICTS

The following seniority districts are hereby established in which employees covered by seniority rosters may exercise their seniority. Seniority districts established hereby shall be continued unless and until changed by mutual agreement between the management and the General Chairman

1. WESTERN SENIORITY DISTRICT: Westward from but not including Bainville; and from and including Hesper and Livingston.

2. NORTHERN SENIORITY DISTRICT: Ashland, Wisconsin, St. Croix Tower and Sioux City westward to and including Opheim, Bainville and to but not including Hesper and Livingston; and excluding St. Paul General Offices.

3. ST. PAUL GENERAL OFFICES.

4. CENTRAL SENIORITY DISTRICT: Westward from the Missouri River, Iowa-Nebraska and Iowa-Missouri borders, including the C&S Railroad, to but not including Huntley and Fromberg; and including Council Bluffs, Pacific Junction, and the line from Omaha to Mile Post 64.63 west of St. Joseph, Missouri and the Savanna Skidmore and Westboro Spur Tracks, but excluding Atchison and Leavenworth.

5. NORTHEASTERN SENIORITY DISTRICT: Chicago, including the Chicago Regional Offices, northward to but not including St. Croix Tower, southward to but not including West Alton, Missouri and East Alton, Illinois, southward to Centralia, Illinois and Paducah, Kentucky, westward to Missouri River, Iowa-Nebraska and Iowa-Missouri borders, but not including Belvidere, Missouri and Hillsdale, Kansas, excluding Council Bluffs and Pacific Junction; and including Atchison and Leavenworth.

6. FRISCO SENIORITY DISTRICT: St. Louis, Missouri, including the former St. Louis General Office Building, northward to and including West Alton, Missouri and East Alton, Illinois, and the entire former S.L.-S.F. (including the Springfield Region Office Building) and Q.A.&P. Railroads, excluding only Kansas City Terminal.

NOTE 1: The foregoing seniority districts will be established on the date of the consummation of the merger and employees whose names appear on pre-existing seniority rosters will acquire seniority in the new districts listed above.

A separate seniority roster shall be maintained for each seniority district.

The names of all employees who have a seniority date (including those not regularly assigned in the craft or class represented by the Organization) on the date of consummation of the merger shall be placed on such new seniority rosters as follows:

(a) The name of each employee shall be placed and dovetailed in seniority order on that new roster which includes his former seniority district. When only part of a pre-existing seniority district is included in a new seniority district and the remainder is included in one or more other new seniority districts, employees shall be placed on that new roster which includes the location where the individual employee was last employed in the craft or class represented by the Organization before the date of the consummation of the merger.

(b) Each employee shall retain the earliest seniority date he held immediately before the date of the consummation of the

merger on any roster in the territory included in his new seniority district, which date shall be transferred to and dovetailed on the proper new seniority roster. If two or more employes have the same seniority on the new roster as follows:

(i) If such employes came from the same pre-existing seniority roster, their relative standing as between each other shall remain the same on the new roster.

(ii) If such employes came from different pre-existing seniority rosters, their positions shall be determined by their attained ages, the oldest employe being placed first.

(iii) If placement still cannot be determined under (i) and (ii) above, the tied seniority dates will be determined by drawing lots.

NOTE 2: An employe, whose seniority date is transferred and dovetailed pursuant to this Rule 5, will not be deprived of such other seniority as he may hold on another roster not involved in the same dovetailing.

NOTE 3: With respect to employes working in the Billings-Laurel metropolitan area, which area shall include the area to, but not including the east switch of Livingston, on the date immediately preceding the effective date of this Agreement, the following will govern:

(a) Those holding seniority on the Northern Seniority District in accordance with the NOTE appended to Article II of the Clerks' Merger Agreement dated November 17, 1967 will retain their seniority on that Northern Seniority District.

(b) Those holding seniority on the Western Seniority District in accordance with the NOTE appended to Article II of the Clerks' Merger Agreement dated November 17, 1967 will retain their seniority on that Western Seniority District.

(c) Former TCU employes holding seniority on Western District No. 4, pursuant to Rule 4 of the former TCU Working Agreement, working in the Billings-Laurel metropolitan area, on the date immediately preceding the effective date of this Agreement will have their seniority transferred to and dovetailed with the Western Seniority District No. 1, as established in accordance with Rule 5.

(d) Employes subject to this NOTE 3 will have common seniority to positions maintained in the Billings-Laurel metropolitan area, which area shall include the area to, but not including the east switch of Livingston.

(e) New employes in the Billings-Laurel metropolitan area will establish seniority in the Northern Seniority District.

(f) Employes holding seniority on Seniority District No. 7 of Rule 3 of the former Frisco Working Agreement will have their names and seniority dates transferred to and dovetailed with those on a Seniority District nearest their work location.

Rule 6. SENIORITY ROSTERS

A. Seniority rosters of all employees in each seniority district will be revised and posted in agreed upon places accessible to the employees affected during the month of January of each year. Seniority dates credited to employees upon the first roster upon which their name appears will be open for protest as to correctness of such date for a period of sixty (60) calendar days from the date of posting, and upon proof of error being shown by such employee or his representative, such error will be at once corrected. If no protest is presented within sixty (60) calendar days, the seniority date as so first shown will thereafter be deemed to have been accepted, and no change will thereafter be made in such seniority date on future rosters, except that any evident errors in revision or reissue of such roster will be corrected to the basis of the last correctly issued roster.

B. Seniority rosters for each seniority district will show:

1. Roster name
2. Seniority number
3. Name of employe
4. Title
5. Rate of pay
6. Location
7. Seniority date
8. Protected rate

C. The General Chairman and the Local Chairman of the district affected shall be furnished with a copy of the annual rosters. When a reduction in force is contemplated or when due to turnover in force, the annual roster does not furnish information necessary to properly apply the seniority provisions of this agreement, a revised roster will be furnished upon request of the General Chairman.

Rule 7. PROMOTION BASIS

Employees covered by these rules shall be in line for promotion. Promotions, assignments and displacements under these rules shall be based on seniority, fitness and ability; fitness and ability being sufficient, seniority shall prevail, except, however, seniority shall not apply to Excepted positions.

NOTE: The word "sufficient" is intended to more clearly establish the right of the senior employe where two or more employes have adequate fitness and ability.

Rule 8. TIME IN WHICH TO QUALIFY AND TRAINING THEREFOR

A. An employe bidding for or exercising rights to a permanent position or vacancy who is determined to have sufficient fitness,

ability and seniority under Rule 7 will be, if not immediately qualified, given training and instructions in the duties and responsibilities required, for a period of up to thirty (30) workdays. Such training and instructions will be without cost to the employe, and he shall be paid the pro rata rate of the position on which being trained or his protected rate, whichever is greater. Such training and instructions, as provided herein, shall be given during regular working hours on normal workdays, if at all possible to do so.

B. If by or before the end of the training period as provided in paragraph A above, it appears that the employe can qualify for the position desired without further training, he will be placed on the position and allowed up to thirty (30) workdays to qualify unless it is apparent to the supervisor the employe lacks sufficient fitness and ability to be assigned to the position.

C. If during the training period, prior to physically assuming the position for which being trained, the employe shows a lack of aptitude he will be advised in writing, and will thereupon revert to his former status; and any employes who are displaced because of the disqualified trainee's return to his former status will similarly revert to their former status under this agreement. (If the employe's former position is nonexistent, or has been awarded to a senior employe, the disqualified trainee will have rights under Rule 18.)

D. Employes awarded bulletin positions, or employes securing positions through exercise of seniority, will not be disqualified for lack of fitness and ability to do such work after a period of thirty (30) working days thereon. Employes will be given reasonable opportunity to qualify during such period which includes cooperation and assistance from department heads.

E. An employe failing to qualify for a position secured by bulletin or in exercise of seniority after physically assuming the duties and responsibilities of the position will thereupon revert to the extra list of his choice in his seniority district without loss of seniority rights but may not displace any regularly assigned employe.

F. An employe disqualified from a position to which his seniority entitles him, including the training period, will be notified in writing as to the basis for such disqualification, and if he considers himself unjustly treated he may proceed under the provisions of Rule 58.

G. If an employe is disqualified from a position and such disqualification is found under Rule 58 to have been improper, he shall thereupon be restored to the training status or placed upon such position and reimbursed for any loss in compensation incurred during his disqualification.

H. Where an employee is given training pursuant to Paragraph A hereof, the provisions of Rule 10-F will not apply to the position he applied for. Bulletin awarding job will show "Awarded pursuant to training provisions of Rule 8."

I. Employes assigned to train any person will receive \$1.00 per hour extra pay for each hour devoted to such training.

J. This rule does not contemplate an obligation to train employes in basic office skills not unique to the railroad, such as typing, shorthand, and comptometer operation.

Rule 9. TEMPORARY OR PERMANENT VACANCIES

A. Positions or vacancies known to continue in excess of thirty (30) calendar days will be bulletined and filled in accordance with Rule 10.

B. Temporary vacancies are those which will continue in excess of thirty (30) calendar days but which are known will not be permanent or are vacancies to which some other employee on leave of absence holds continuing bulletin rights. Successful applicant for a temporary vacancy will not acquire bulletin rights to such position, but will continue to hold rights to the position from which transferred, and will return to such former position upon the completion of the temporary work or exercise seniority as provided in Rule 24.

C. A permanent position or vacancy is a new position authorized for continuing service or an existing position to which previous incumbent has surrendered his rights. Successful applicant for a permanent position or vacancy will acquire continuing rights to such position and surrender all previous rights to the position from which transferred.

D. If vacancy bulletined as temporary becomes permanent through death, resignation, dismissal or retirement of the previous incumbent, such vacancy will be rebulletined as permanent.

E. Vacancies occasioned by the absence of employees covered by the scope of the agreement for the purpose of filling positions covered by Rule 3 thereof; for the purpose of accepting employment with the Brotherhood of Railway and Airline Clerks; or for the purpose of accepting benefits under the disability provisions of the Railroad Retirement Act shall be considered permanent and be bulletined as provided in Rule 10.

F. When or if an employe granted leave of absence for any of the above reasons desires to return to a position covered by all of the provisions of the agreement, such return shall be accomplished as provided for in Rules 15 or 24, respectively.

Rule 10. BULLETINING AND FILLING OF POSITIONS ADDED OR VACATED

A. GENERAL. Positions subject to bulletin, as provided in Rule 9, will be bulletined for a period of fifteen (15) calendar days, including Sundays and holidays, in the seniority districts where they occur. Bulletins in each seniority district will be numbered consecutively commencing on January 1st of each year. Bulletins may be posted up to thirty (30) calendar days in advance of the date service commences but will not be posted later than two (2) days after the date service commences. A copy of each bulletin shall be furnished to each Local and General Chairman.

B. GENERAL OFFICE AT SAINT PAUL. Positions subject to bulletin, as provided in Rule 9, will be bulletined for a period of seven (7) calendar days, including Sundays and holidays.

C. TEMPORARY VACANCIES. Temporary vacancies, as defined in Rule 9, will be bulletined for a period of seven (7) calendar days, including Sundays and holidays, to the employes in the seniority district who are within a thirty mile radius of the location where the temporary vacancy occurs.

D. All bulletins or notices shall contain complete information and must be made in the following form, which form will be standard:

(Place)

(Date) _____

Bulletin No. _____

(Department)

TO EMPLOYES CONCERNED - DISTRICT NO. _____

The following position is hereby advertised for bids in accordance with Rule 10 of the Clerks' Agreement. Bids and/or applications will be filed in writing with the officer designated below where they will be received not later than 12:00 Noon _____.
(Date)

Location _____
Title of Position _____
Days of Assignment _____
Rest Days _____
Hours of Assignment _____
Meal Period _____
State: Five, six or seven day position _____
Rate of Pay _____
Permanent or Temporary _____
Vacated by or New Position _____
Service Commences (Approximate) _____
If temporary, Probable Duration _____
File Application with _____
Description of Major Assigned Duties _____

Signed: _____
Title: _____

cc: General Chairmen
Local Chairmen
District Chairmen

NOTE; The statement of "Major Assigned Duties" is intended to be briefly descriptive of the work principally performed on a bulletined position so that the affected employees will know the general nature of such position.

(STANDARD FORM OF ASSIGNMENT)

Bulletin No. _____ Date _____
Assignment of Bulletin No. _____
Title of Position _____ Dated _____

Location _____
Has been Awarded to: _____
Seniority Date: _____

Signed _____
Title _____

cc: General Chairmen
Local Chairmen
District Chairmen

(RECOMMENDED APPLICATION (BID) FORM)

BULLETIN BID

TO _____
(Name) (Location)

(Title) (Date)

Please accept this as my bid on Bulletin No. ____
dated _____, for:

Position No.: Position Title:

Employee No.: Seniority Date:

Occupation: Signature:

Employees desiring to bid on more than one position, as per Rule 17, should make out a separate bid form for each position stating preference, i.e. first choice, second choice, third choice, etc.

Copy to Local or District Chairman.

E. Employees who desire positions or vacancies on bulletin will file their applications (bids) VIA ELECTRONIC TRANSMISSION ~~in writing~~ with the designated officer not later than 12:00 Noon the date of the expiration of such bulletin, furnishing copy of such application (bid) to his Local or District Chairman. Wire application (bid) may be sent before the expiration of the bulletin providing a written application is furnished promptly thereafter. Assignment of position or vacancy will be made within ten (10) calendar days thereafter and be posted for a period of ten (10) calendar days in the districts where they occur; except in the General Office at St. Paul, where assignments will be made within five (5) calendar days thereafter and posted for a period of five (5) calendar days, unless agreed otherwise locally. Employees will not be allowed to withdraw their bids after the bulletin

closes."

F. Successful applicants for bulletined positions will be placed thereon as quickly as necessary transfers can be made but not more than fourteen (14) calendar days after service commences or after notice of assignment, whichever is later. If not placed upon the position within the specified time limit, the successful applicant thereafter will be entitled to the rate of the position worked or the rate of the new assignment, whichever is greater, plus \$6.00 per working day until such time as he is transferred thereto. If there are no qualified applicants and no applicants for transfer from other seniority districts under Rule 20, such positions may be filled by the company from such source of supply as it deems proper."

Rule 11. FORMER POSITION VACANT

When an employe bids for and is awarded a bulletined permanent position, his former position will be considered vacant, and will be bulletined in accordance with Rules 9 and 10. Such employe will not be eligible to bid upon the vacancy thus created by him until it has been filled by bulletin at least once, unless there are no bidders in the seniority district upon such vacancy or unless the employe awarded the new position is displaced therefrom during the period his former position is under bulletin.

Rule 12. FILLING OF SHORT POSITIONS AND VACANCIES

A. Positions or vacancies of thirty (30) calendar days or less duration, including vacancies pending bulletin, will be considered as short vacancies under this Working Agreement and will be filled in accordance with the following provisions:

(1) Except as provided in Paragraph A(2) hereof, regular assigned employes in the immediate office or station where the vacancy occurs, except the Rotating Extra Board or Extra List employes, who are qualified therefor, and who have made written application at least three (3) hours in advance of the starting time will be assigned in seniority order.

(2) For vacancies at on-line stations located where no Rotating Extra Board or Extra List is headquartered, and vacancies are filled from either of these sources, regular assigned employes at such stations who are qualified therefor and who have made written application at least twenty-four (24) hours in advance of the starting time will be assigned in seniority order.

(3) A one-day vacancy occurring on a holiday, or a short vacancy commencing on a holiday, will be filled on that holiday in accordance with the Assignment of Overtime Rule 37.

(a) At smaller line stations where facilities are combined and all employes are under the jurisdiction of a single supervisor or officer, each such point shall be considered a single immediate office or station. At all other points, the term "immediate office or station" shall be defined by agreement between the Management and the General Chairman.

(b) An employee is not considered as being assigned in the "immediate office" for the purpose of this Rule until he has been physically placed upon a position in the immediate office where the vacancy occurs and will be considered as being assigned until the conclusion of the last shift to be worked in that immediate office.

(4) If a vacancy cannot be filled in accordance with A(1) or A(2) of this Rule, the vacancy will be filled in accordance with the following provisions:

(a) The first out qualified Rotating Extra Board employee will be called to fill the position, if available, at the pro rata rate in accordance with the provisions of Rule 13.

(b) If there are no Rotating Extra Board employees available to protect the position at the pro rata rate, then the senior qualified and available Extra List employee will be called at the pro rata rate in accordance with the provisions of Rule 14.

(c) If the position cannot be filled in accordance with the above provisions, then the position may be filled by a regularly assigned qualified employee working that day in the same immediate office or station on the same shift (as defined in Rule 35-A) in seniority order if practicable with the requirement to accept the vacancy in reverse order of seniority. The employee filling the vacancy will be compensated at the rate of the highest rated position involved including overtime for hours outside of his assigned position for that day, plus an additional payment of one (1) hour at the pro rata rate.

(d) If the position or vacancy cannot be filled from the above sources then the position will be filled in accordance with the provisions of Rule 37 - Assignment of Overtime.

NOTE: In the application of Paragraph (c) hereof, employee must be in same general class of service. It is not intended to use an office worker to fill an outside job.

UNDERSTANDING: An employee will not be called to protect overtime on a position when it will result in his not being available to work his own position due to overlapping hours or the Hours of Service Law.

B. Once an employee has been assigned to a short vacancy, he may be displaced by a regular assigned senior qualified employee in the immediate office providing:

(1) The regular assigned employe files written application with the proper supervisor so that the junior employe occupying the vacancy can be notified before going off shift and the employe physically places himself on the position within five (5) calendar days following the first day of the vacancy.

NOTE: Failing to place himself on the position within five calendar days as outlined in B(1) above, the regular assigned employe in the immediate office shall forfeit any right over any employe who has been placed on the vacancy; however, such forfeiture shall not apply to employes permitted displacement rights under other rules of this agreement, or by a regularly assigned employe who is displaced from a short vacancy, or having returned from absence from work for five (5) working days or more, providing that the employe exercises such option within five (5) calendar days of displacement or of return to service.

C. The employe placing himself on a short position or vacancy pursuant to this rule shall:

(1) Have no less than eight (8) hours' rest exclusive of lunch period.

(2) Not commence more than one (1) shift in any one (1) calendar day.

(3) Not be permitted to return to his regular position or assume another short vacancy under this Rule 12 on the day or days of rest of the assignment he has been filling.

D. A regularly assigned employe may move from one short assignment to another in accordance with this Rule 12 but when the employe completes service on assignments he will return to his regular assigned position.

E. When it is found that new positions or vacancies filled without bulletining under this rule will continue in excess of thirty (30) calendar days, such positions or vacancies will at once be bulletined under the provisions of Rule 9. Vacation vacancies and those resulting therefrom, irrespective of the length, will be considered short vacancies under this Rule 12 and may be filled in accordance therewith.

NOTE: It is agreed in filling short vacancies under the "Ratio System" and in compensating occupants of such vacancies, the schedules rules will apply.

Rule 13. GUARANTEED ROTATING EXTRA BOARD

A. The Carrier will establish, for each operating division within the seniority district, Guaranteed Rotating Extra Boards to meet temporary service requirements on positions under jurisdiction of Division and Terminal Superintendents, as set forth below:

1. There shall be three types of Rotating Extra Boards:

(a) "On Line" Rotating Extra Boards which will not encompass more than 150 highway miles from the headquarters and will be utilized to cover temporary service requirements occurring within the assigned "On Line" territory. Should an "On Line" Board be needed in excess of 150 highway miles limitation, it will be established by agreement between the Company and the General Chairman.

(b) "Terminal" Rotating Extra Boards will be utilized to cover temporary service requirements occurring within Terminals.

(c) "Combination" Rotating Extra Boards will be utilized to cover temporary service requirements both within a terminal and on line to meet service requirements

2. Rotating Extra Boards may be established in other departments such as Material Department and the provisions herein will be applied.

3. The Carrier will determine the location, geographic territory subject to 150 miles limitation, and the size of the Rotating Extra Board providing the number of Rotating Extra Board positions in each seniority district consists of not less than eight percent (8%) of the number of regular positions including permanent relief positions in the seniority district under the jurisdiction of the Division and Terminal Superintendents.

4. Rotating Extra Board positions are considered as regular assigned positions subject to bulletin under Rule 10, except such bulletins will not designate hours, rest days and duties; the rate of pay for the day will be the rate of the position worked. The Rotating Extra Board assigned territory will be clearly defined on the bulletin.

5. Occupants of Rotating Extra Boards will be guaranteed a minimum of five days' pay for each work week of seven (7) consecutive days beginning with Monday except the guarantee may be reduced for each day the employe lays off for any reason or does not work or train due to the employe's failure to respond when work or training is offered. The guarantee will also be subject to reduction for any days lost because of working as extra dispatcher or extra yardmaster. If the employe performs service on less than five (5) days during the work week, he will be paid for the days on which no work is offered at the pro rata rate of \$67.60 per day including COLA and future wage adjustments. Work in excess of eight (8) hours in a day or forty (40) hours in any Monday through Sunday work week will be paid at one and one-half (1 1/2) times the basic straight time rate of the position worked, unless an employe stands for and is called to work on a short vacancy at on-line station after having worked one or more days on another job. In this event, he will be required to take the rest days of that job before returning to Rotating Extra Board. Employes on Rotating Extra Boards shall have no claim to work more than 40 straight time hours in the work week.

6. The Company will designate, in writing, for each Rotating Extra Board, three (3) daily call periods which will not exceed two (2) hours each during which the Rotating Extra Board employe is expected to be available for call. Such periods will not be changed without fifteen (15) days' advance written notice to each employe on the Rotating Extra Board involved in the change. If a Rotating Extra Board employe misses a call placed during the call period immediately preceding the hour needed, he will be moved to the bottom of the Rotating Extra Board. Calls will be made sufficiently in advance so that the employe can get to the assigned location timely. Calls may be made during hours outside the call periods but the Rotating extra Board employe will not be considered as missing a call under such circumstances.

7. Incumbents of Rotating Extra Board positions will have preferential rights over extra list employes to short vacancies, training or assisting other employes or any other extra work in the craft, and will be notified or called to work on a rotating basis, first-in, first-out. The first-out Rotating Extra Board employe will be given preference to vacancies commencing within a

spread of one (1) hour. Rotating Extra Board employees, after completing their assignment, will return to the Rotating Extra Board to which assigned.

8. Rotating Extra Board forces may be augmented by the use of extra list employees but such augmentation will not be considered in computing the eight percent (8%) minimum established by this rule.

9. If Terminal Rotating Extra Board becomes exhausted, employees from other Terminal Rotating Extra Boards at the same point may be utilized. If relief is not available from these forces, then employees from On Line or Combination Boards may be used. If On Line or Combination Rotating Extra Board becomes exhausted, employees from other On Line Rotating or Combination Extra Boards may be utilized. When no qualified Rotating Extra Board employees are available, qualified Extra List employees may be utilized. Rotating Extra Board or Extra List employees used outside their assigned territory will be required to return to their assigned Rotating Extra Board or Extra List, as the case may be, upon completion of the assignment or when there are Rotating Extra Board or Extra List employees available within the borrowed territory, whichever occurs first.

10. Rotating Extra Board employees will not have the right to claim work on other than the Extra Board to which assigned. When an assigned Rotating Extra Board employee is required to travel from his headquarters, the provisions of Rule 44 will apply. Headquarters shall be established by the Company and shall not be changed more frequently than once each sixty (60) days and only after 15 days' advance written notice to the employees involved.

11. For the purpose of determining availability for service at the pro rata rate a day for a Rotating Extra Board employee is twenty-two (22) hours from the starting time of his last assignment.

12. An assigned Rotating Extra Board employee will be afforded reasonable opportunity to lay off for personal reasons for a minimum period of twenty-two (22) hours when sufficient Rotating Extra Board employees are available on the Rotating Extra Board. When the Rotating Extra Board employee subsequently reports for duty, he will be placed at the bottom of the Rotating Extra Board.

13. When the number of positions above eight percent (8%) on a Rotating Extra Board is reduced, the reduction will be accomplished by abolishing positions of Rotating Extra Board incumbents in reverse order of their seniority.

14. The Carrier will furnish the General Chairman the total number of regular positions, permanent relief positions and Rotating Extra Board positions under jurisdiction of Division and Terminal Superintendents in each seniority district within ten (10) days of the date of written request.

Rule 14. EXTRA LIST

A. Subdivided Extra Lists may be established at points as needed in each seniority district. Employees reverting to the Extra List will designate, in writing, the Extra List of their choice. Employees hired for Extra List work will be assigned to a

designated Extra List by Management. Employees may transfer from one Extra List to another at their own expense within their seniority district after giving a written fifteen (15) day advance notice to the proper officer, subject to approval by Management. Refusal shall be in writing, giving bona fide reasons therefor which if unacceptable may be handled as a grievance. Employees leaving an Extra List will have their names removed from that list and added to the list which transferring in seniority order and will not be subject to call for assignments on their former territory thereafter.

B. If and when a Rotating Extra Board in the same territory is exhausted or has no available qualified employees, available Extra List employees will be called for service for which qualified within their territory on a seniority basis. Known vacancies within a two (2) hours starting time period will be filled in seniority preference. If one Extra List becomes exhausted, available employees on adjacent Extra Lists, in the same seniority district, may be called in order of seniority. When such Extra List employees complete their specific assignments on another list or an Extra List employee in that District becomes available, the transferred extra employees will return to their assigned Extra Lists.

C. The Carrier shall establish three (3) call periods of two (2) hours each for each extra list during which time the employees assigned thereto will be subject to calls. Calls may be made during hours outside of the call periods but the Extra List employees will not be considered as missing a call under such circumstances. Call periods shall not be changed without a fifteen (15) day advance written notice to the Extra List employees involved.

D. Extra List employees will return to their Extra List at the completion of their assignment except that those not having forty (40) hours in their workweek may displace junior Extra List employees within their assigned territory provided they file a written notice with the proper officer far enough in advance so that the employee to be displaced can be notified while on duty.

E. For the purpose of determining availability for service at the pro rata rate, a day for an Extra List employee is twenty-two (22) hours from the starting time of his last assignment. Extra List employees are subject to the provisions of Rule 29-H. Extra List employees will receive the rate of the position to which assigned consistent with entry rate provisions. To the extent an Extra List Employee is required to travel from his headquarters point, the provisions of Rule 44 will apply.

F. When an extra employee is awarded a bulletined position he will no longer be subject to call and his name will be removed from the Extra List. Leave of absence provisions will apply to Extra List employees.

G. Extra List employees must keep on file with proper official and the General Chairman their current telephone number and address where they are expected to be reached and failure to do so within five days of a change therein will forfeit all seniority rights.

UNDERSTANDING: In case failure is due to emergency, sickness or injury, individual cases will be handled on their merits.

Rule 15. RETENTION OF SENIORITY - PROMOTED EMPLOYEES

A. In filling excepted positions covered by Rule 3, the Company shall give preference to qualified employees coming under the Scope of this Agreement.

B. Employees promoted to positions excepted by Rule 3 or to an official position after the effective date of this agreement, will be required to pay union dues as a condition of retaining and continuing to accumulate seniority. For application of this rule employees moving from one to another official or excepted position will be considered as continuously occupying such positions.

C. In the event such an employee fails to maintain his membership or pay union dues, the General Chairman shall notify the Carrier and if within 30 days thereafter (from date of letter) the employee has not paid the dues owed he will forfeit all seniority. Forfeiture of seniority for nonpayment of dues under this rule shall not preclude an employee from continuing employment on fully excepted positions under the Agreement.

D. Employees entitled to retain and accumulate seniority under this rule shall have the right to bid on bulletined positions in the seniority district from which promoted and, if involuntarily released from such official or fully excepted position, may exercise seniority in accordance with the provisions of Rule 24-A, provided they do so within thirty (30) days following demotion, displacement or abolishment of the positions. Employees voluntarily giving up their position do not have displacement rights and must revert to the extra list or bid for a bulletined position, within thirty (30) days thereafter.

E. Employees retaining seniority rights in pursuance of this rule may not be removed from the service of the company without following the procedures of Rule 56.

Rule 16. CHANGE IN RATES

A change in the established rate of pay of a specified position, other than when resulting from negotiations or adjustment of a general character, shall be deemed to be the establishment of a new position. Such new position will be bulletined in accordance with Rule 10, and the previous incumbent, if not the successful applicant on such bulletin, will exercise seniority in accordance with the provisions of Rule 18. Previous incumbent will continue to hold the position pending assignment of successful applicant upon bulletin.

Rule 17. MORE THAN ONE VACANCY

When more than one vacancy or new position exists at the same time, employees shall have the right to bid on any or all of such positions, stating preference. (Nothing in this rule shall be construed to prevent employees bidding on all bulletined positions, irrespective of whether the position sought is of the same, greater, or lesser remuneration.)

Rule 18. FORCES REDUCED, POSITIONS ABOLISHED

A. When forces are reduced or positions abolished, not less than five (5) working days advance notice, in writing, shall be given to the incumbent, except that:

(1) No notice shall be required under emergency conditions such as flood, snowstorm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (2) below, provided that such conditions result in suspension of a Carrier's

operations in whole or in part. It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employe who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position. If an employe works any portion of the day he will be paid in accordance with existing rules.

(2) No notice shall be required where a suspension of a Carrier's operations in whole or in part is due to a labor dispute between said Carrier and any of its employes.

B. Incumbents of regular positions and employes displaced

will, within fifteen (15) calendar days, designate in writing which junior employe they desire to displace or, at their option, file written request to be placed on the extra list or file written request to displace a junior employe upon any temporary or short vacancy under Rules 9 or 12 for the period of such temporary or short vacancy. (A junior employe thus displaced will be considered as the incumbent of the position up to and including the last shift worked prior to actual physical displacement from such position.) After completion of temporary assignment, employes shall, within ten (10) calendar days, designate in writing which junior employe they desire to displace or, at their option, file written request to be placed on the extra list or file written request to displace a junior employe on any temporary vacancy bulletined as such under Rule 9. Notices of abolition of positions and disposition of incumbents thereon will be furnished to the Division Chairman and Local Chairman. Employes failing to comply with this rule will automatically revert to the extra list at the immediate office, station or store from which displaced.

C. Employes exercising displacement rights will be allowed to do so without regard to the period of rest, provided they do not work more than one (1) shift in any calendar day. If such seniority is exercised in less than sixteen (16) hours under this rule, hours of service in excess of eight (8) hours in twenty-four (24) hour period shall not be considered overtime under the provisions of Rule 36. Employes exercising displacement rights must notify proper officer so arrangements can be made to notify employes to be displaced before they go off duty.

Rule 19. GIVING UP REGULAR ASSIGNMENTS

A. When the duties of any position are so changed that the occupant cannot satisfactorily perform them, and under certain extenuating circumstances, such as sickness or disability, or other conditions beyond their control, making it impossible for them to continue longer in service on their assigned positions, employes will be allowed to give up their regularly assigned positions and revert to the extra list, provided each such case is mutually agreed to in writing by the proper supervising officer and Local Chairman. In such event, an employe will lose all rights to the position given up, which will then be bulletined as a permanent vacancy under the provisions of Rule 9.

B. Unless so agreed to, employes cannot give up or disqualify themselves for assignments to which they hold bulletin rights on their seniority district and still retain their seniority date, other than as specifically provided in the various agreement rules covering promotion, displacement or abolishment of positions.

Rule 20. FILING APPLICATIONS - OTHER SENIORITY DISTRICTS

A. Employees filing applications for positions bulletined on other districts or rosters, shall, if they possess sufficient fitness and ability, be given preference on a seniority basis over non-employees and/or employees not covered by this Agreement.

B. Employees voluntarily transferring without their positions from one seniority district to another will acquire seniority on district to which transferred as of date of transfer, and will retain and continue to accumulate seniority on district from which transferred. In the event such employees are disturbed on account of force reduction or the exercise of seniority rights, they must exhaust their rights in the new seniority district on the roster employed before being permitted to displace junior employees in the home seniority district. However, an employee will not be required to exercise seniority on a position in the district to which last transferred which pays a lesser rate than the rate applicable to his former position in his home seniority district. In the event they return to the home seniority district, they lose all seniority in the new seniority district. Employees will not acquire seniority in more than two (2) seniority districts, namely, the home seniority district and the seniority district to which last transferred. Employees may bid on bulletined positions in the home district at any time.

Rule 21. TRANSFER OF POSITIONS BETWEEN SENIORITY DISTRICTS

Employees may follow their positions when same are transferred from one seniority district to another. The incumbents shall have prior rights to the positions being transferred, if they elect to accompany same. Those electing not to follow their position may exercise their seniority rights as per Rule 18 and their positions will be bulletined, first, in the seniority district from which they are to be transferred, and if necessary, second, in the seniority district to which they are to be transferred. Seniority of employees transferred under such circumstances shall be transferred to the new seniority district.

Rule 22. CONSOLIDATIONS OR REARRANGEMENT OF FORCES

When two or more offices in the same Seniority District are consolidated, or an office is divided, or when any change not provided for in this rule is made in Seniority Districts, the exercise of seniority will be arranged by mutual agreement between the Management and General Chairman of the Brotherhood.

Rule 23. VOLUNTARY ABSENCE FROM DUTY

A. Employees shall be granted a reasonable amount of leave of absence when they can be spared. Failure to handle promptly cases involving sickness or business matters of serious importance to employees may be handled as unjust treatment under this agreement. Except as provided in **Rule 25** of this agreement and except in cases of physical disability, leave of absence in excess of ninety (90) days in any twelve (12) month period shall not be granted unless by agreement between the Management and the General Chairman.

B. Leaves of absence for thirty (30) days or more shall be in writing, signed by the proper officer. An employee who fails to report for duty at the expiration of leave of absence shall be considered out of the service, except that when failure to report on time is the result of unavoidable delay, the leave shall be extended to include such delay. Except as provided in **Rule 25** or by agreement between the Management and General Chairman, employees accepting outside employment while on leave of absence shall be considered out of service.

C. Employes laying off or on leave of absence shall be required to give not less than sixteen (16) hours' advance notice before reporting for duty.

UNDERSTANDING: When leave or layoff is for a definite period it is not necessary to give advance notice when the employe returns at expiration of leave. Arrangements will be made locally as to whom employe should report to.

Rule 24. RETURNING FROM TEMPORARY ABSENCE

A. An employe returning from leave of absence, vacation, sick leave, suspension, or service on a temporary vacancy, or reinstated as per Rule 57-A, may return to the position to which he holds bulletin rights, and may within four (4) calendar days thereafter, exercise seniority rights to any position bulletined during such absence. (Employes awarded a temporary vacancy, for the purpose of this rule, shall have the right at the conclusion of the temporary vacancy to displace any junior employe awarded a position bulletined concurrently with the temporary vacancy, as such positions under this rule shall be considered as "positions bulletined during such absence".) If such employe, or any employe displaced, elects not to return to a position to which he has bulletin rights, such position shall then be bulletined as a permanent vacancy in accordance with Rule 9.

B. If such employe elects to return to his former position the employe who was relieving him may return to his former position, or may exercise seniority to any position which was bulletined during his absence therefrom.

C. If such employe elects to exercise seniority on a position bulletined during his absence, the employe thus displaced will exercise his seniority in accordance with Rule 18.

D. If an employe returning from leave of absence, vacation, sick leave, suspension or service on a short or temporary vacancy, has been displaced from his previous position by a senior employe or his position has been abolished during his absence, the date of his return shall be deemed to be the date of displacement, and he may then exercise seniority as per Rule 18.

Rule 25. EXTENSION OF SENIORITY

Employes temporarily assigned to Railroad Associations handling arbitrations, rate cases and matters of similar scope, employes elected as representatives of employes, or full-time employes of the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes, shall be considered on leave of absence and in the service of the carrier and shall retain their seniority rank and rights, if asserted within thirty (30) calendar days after the release from such employment.

Rule 26. ACCEPTING EMPLOYMENT IN OTHER CRAFTS

A. Employees hereafter accepting employment in another craft, except Yardmasters , Train Dispatchers, and as provided in Article V, Section 2 of the Clerks' Merger Agreement dated November 17, 1967, and as may be agreed by the General Chairman, will not retain their seniority.

B. Employees promoted to the position of Train Dispatcher or Yardmaster shall retain their rights and continue to accumulate seniority in the District from which promoted and will be governed as follows:

(1) Employees returning from temporary or permanent services in the Train Dispatcher or Yardmaster classification will be subject to the provisions of Rule 24, providing, however, such employees shall not be permitted to commence a shift under the Clerks' Agreement on the same calendar day they have commenced a shift in the Train Dispatcher or Yardmaster classification; and further, will not be permitted to exercise their seniority in accordance with Rule 12 until they have worked at least one (1) day on their regular assignment. Returning employees will notify proper officers in advance so displaced employees can be notified while on duty.

(2) Promoted Train Dispatchers or Yardmasters will not be permitted to work under the Clerks' Agreement while they are in the service of the Train Dispatcher or Yardmaster classification.

(3) In qualifying for holiday pay under the Clerks' Holiday Agreement, the temporary Train Dispatcher or Yardmaster may count service performed in the Train Dispatcher or Yardmasters classification.

(4) Temporary Train Dispatchers or Yardmasters working under both agreements in any calendar year will be assigned a vacation in accordance with the vacation agreement under which they meet the qualifications. If the employee meets the qualifications under both the Clerks' Vacation Agreement and Train Dispatchers' or Yardmasters' Vacation Agreement, he may, by selection, take the vacation under the vacation agreement most beneficial to him. If he does not have a sufficient number of days to meet the qualifying requirement under either agreement, the service performed under both agreements will be combined and he will be assigned a vacation under the agreement in which he has performed a preponderance of service.

(5) Employees promoted to position of Train Dispatcher or Yardmaster who are subject to the terms of a Merger Protective Agreement or any Job Security Agreement will resume such protection when they return to positions subject to the Scope of this Working Agreement.

C. By agreement between the Management and General Chairman, an employe transferring to another craft not covered by this Agreement, except Train Dispatcher or Yardmaster, shall be considered on leave of absence for the time necessary to complete the probationary period or training program required to qualify for seniority in that craft, after which both the leave of absence and seniority under this Agreement shall automatically terminate.

Rule 27. WORKING AT MORE THAN ONE STATION

A. Employees shall not be required to work at more than one office and/or station except where it is mutually agreed to between

the Company and the General Chairman, or as provided in Appendices G-1, G-2, G-3 and G-4.

B. This rule does not apply to:

1. Offices and/or stations where the freight and passenger business is handled in separate buildings at the same station;
2. Assigning employes within the General, Regional and Accounting offices;
3. Assigning employes within the major or secondary terminals;
4. Employes whose duties are limited to janitor, chauffeuring and messenger work;
5. Assigned or extra employes performing rest day relief service as provided in Rule 43.

Rule 28. BASIC DAY

Except as provided in Rules 29 and 31, eight (8) consecutive hours, exclusive of meal period, shall constitute a day's work.

Rule 29. WORK WEEK

NOTE: The expressions "positions" and "work" used in this rule 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.

A. GENERAL. The Carrier will establish, effective September 1, 1949, for all employes subject to this Agreement, a work week of forty (40) hours, consisting of five days of eight (8) hours each, with two consecutive days off in each seven; the work week may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. This rule is subject to the following provisions.

B. FIVE-DAY POSITIONS. On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

C. 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. It is understood that six-day positions will be filled six days per week except as provided in Rule 33.

D. 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. It is understood that seven-day positions will be filled seven days per week.

E. (1) REGULAR RELIEF ASSIGNMENTS. 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 assignment 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 individual agreements. Where no guarantee rule now exists such relief assignments will not be required to have five days of work per week.

(2) Assignments for regular relief positions may on different days include different starting times, duties and work locations for employes of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employe or employes whom they are relieving.

F. 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 29, paragraph B, above, and requires that some of such employes work Tuesday to Saturday instead of Monday to Friday, and the employes 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 agreements .

G. 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 paragraph C, D and E, the following procedure shall be used:

1. All possible regular relief positions shall be established pursuant to paragraph E of this rule.
2. Possible use of rest days other than Saturday or Sunday, by agreement or in accordance with other provisions of this Agreement.
3. Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
4. 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.
5. If the foregoing does not solve the problem then some of the relief or extra men may be given nonconsecutive rest days.
6. If after all the foregoing has been done there still remains service which can only be performed by requiring employes to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.
7. The least desirable solution of the problem would be to work some regular employes on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
8. If the parties signatory to this agreement 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 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 employees in excess of five days per week.

H. REST DAYS OF EXTRA OR FURLOUGHED EMPLOYEES.

To the extent extra or furloughed men may be utilized under this agreement, their days off need not be consecutive; however, if they take the assignments of a regular employee they will have as their days off the regular days off of that assignment.

I. 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.

RULE 30. JURY DUTY

When a regularly assigned 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 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 vacation or holiday pay.

(5) When an employee is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

Rule 31. REPORTING AND NOT USED

A. Employees required to report for work at regular starting time, and prevented from performing service by conditions beyond control of the carrier, will be paid for actual time held with a minimum of two (2) hours.

B. If worked any portion of the day, under such conditions, up to a total of four (4) hours, a minimum of four hours shall be allowed. If worked in excess of four (4) hours, a minimum of eight (8) hours shall apply.

C. All time under this rule shall be at pro rata.

D. This rule does not apply to employees who are engaged to take care of fluctuating or temporary increased work which cannot be handled by the regular forces; nor shall it apply to regular employees who lay off of their own accord before completion of the day's work.

Rule 32. MEAL PERIODS

A. For regular operations requiring twenty-four (24) continuous hours, eight (8) consecutive hours without meal period will be assigned as constituting a day's work, in which case not less than twenty (20) minutes shall be allowed in which to eat, without deduction in pay. Employees will not be required to work more than six (6) hours without being allowed time off to eat.

B. Meal periods shall not be less than thirty (30) minutes nor more than one (1) hour and will be allowed between the ending of the fourth hour and beginning of the seventh hour after starting work, unless otherwise agreed upon by Local Chairman and the proper supervising officer.

C. Employees required to work any part of the meal period, will be allowed time therefor, on the minute basis at the rate of time and one-half, and in the event there is not twenty minutes time within the assigned period in which to procure lunch, twenty (20) minutes in which to eat will be allowed at the first opportunity without deduction in pay therefor.

D. Employees shall not be required to work overtime continuous with the regular assignment in excess of two (2) hours without allowance of twenty (20) minutes in which to eat without deduction in pay.

E. Employees whose duties are directly connected with movement of trains, delay in movement of which causes interference with employees' meal period as assigned by bulletin, may, upon that particular day when such interference occurs, take their meal period at such time between the ending of the fourth and beginning of the seventh hour of duty as will avoid such interference, without incurrance of penalty overtime. If such interference is sufficient to prevent the granting of the full meal period between the ending of the fourth and beginning of the seventh hour of duty, paragraph C will govern.

F. Because of the requirements peculiar to stations located within the suburban territory between Chicago and Aurora, employees at such stations whose duties involve handling ticket sales for suburban trains shall be allowed sixty (60) consecutive minutes for meal period between 11:00 AM and 1:00 PM at a time compatible with sales requirements.

Rule 33. FIVE DAY WEEK

Except as provided for by Rule 31, regular positions shall not be assigned to less than five (5) days per week, except that this number may be reduced in a week in which holidays occur within the five days constituting the work week by the number of such holidays.

RULE 34. CHANGE IN STARTING TIME

A. Regular assignments shall have a fixed starting time which time shall be the same each working day, other than relief positions which will take the starting time of the positions relieving, and such starting times will be shown in the bulletin covering such positions.

B. Regular starting time shall not be changed without notice to employees affected, at least thirty-six (36) hours in advance of the new starting time. No starting time will be changed for less than five (5) consecutive days. When the established starting time of a regular or relief position is changed in the aggregate in excess of one (1) hour during a period of twelve (12) consecutive months or where headquarters of a position is moved to a different station, the incumbent may, within ten (10) days thereafter, upon thirty-six (36) hours' advance written notice, exercise seniority rights to any position held by a junior employee pursuant to Rule 18. Employees affected thereby may exercise their seniority rights in the same manner.

UNDERSTANDING: No employee will be required to go on duty at one point and off duty at a different point except by agreement with the General Chairman. It is understood that "point" as used above does not refer to any definite number of feet or to any definite room or building and that they may be required to go on duty at one place and off duty at another provided they are in the same general location, that is, in the same part of a yard or other group of facilities.

C. Assigned rest days will not be changed without at least five (5) working days' advance written notice to the employees affected. When either or both assigned rest days of a regular or relief position are changed, the incumbents may exercise seniority rights outlined in paragraph B of this rule and other employees affected may exercise their seniority rights in the same manner.

D. When rest days are changed on an assignment and it results in the incumbent of the position working more than five (5) consecutive days, he will be entitled to time and one-half (1-1/2) rate for the sixth (6th) and/or seventh (7th day). Where the change in rest days results in the incumbent of the position working less than five (5) consecutive days, he will not be entitled to additional compensation account not working 40 hours in that week.

E. In reverting to Standard Time in the Fall of the year, any employee required to work nine (9) hours as the result thereof, will be compensated for the ninth (9th) hour at the overtime rate, unless such employee worked seven (7) hours when going from Standard to Daylight Time in the Spring of the year.

RULE 35. STARTING TIME ASSIGNMENTS

A. Where three consecutive shifts are worked covering the twenty-four (24) hour period, the starting time of each shift shall be between the hours of 6:00 AM and 8:00 AM, 2:00 PM and 4:00 PM, and 10:00 PM and 12:00 midnight. Where other than three (3) consecutive shifts are worked, no shift shall have a starting time between 12:00 midnight and 6:00 AM, unless mutually agreed between the Management and the General Chairman.

B. Additional regular positions, other than three (3) consecutive shifts, may have a starting time and ending time other than those specified in paragraph A, except that no such position shall have a starting time and ending time between 12:00 midnight

and 6:00 AM.

C. Consecutive shifts mean where employees doing the same class of work relieve each other with no intervening time.

D. At all offices where Agent's duties are involved, the Agent will commence work between 6:00 AM and 9:00 AM. All Agent positions shall have a fixed starting time and not subject to temporary change for periods of less than fifteen (15) calendar days to avoid payment of call or overtime.

E. Exceptions may be made to the starting and ending time herein established where the work regularly requires that different hours be assigned in which event the starting time will be by agreement between Management and the General Chairman.

RULE 36. OVERTIME

A. Except as provided in Rules 13, 14, 18, 34, 38, 43, 44 and 45, time on duty in excess of eight (8) hours, exclusive of the meal period, in any consecutive twenty-four (24) hour period, will be considered overtime and paid on the actual minute basis at the rate of time and one-half.

B. 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 are being accumulated under paragraph G of Rule 29 (Work Week rule).

C. Employees worked on 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 paragraph G of Rule 29 (Work Week rule).

D. 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 arbitraries or special allowances such as attending court, deadheading, 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 these rules in computations leading to overtime.

E. SERVICE ON REST DAYS. Service rendered by employees on their assigned rest days shall be paid for under the provisions of Rule 38-B unless relieving an employee assigned to such day, in which case they will be paid the rate of the position occupied or their regular rate, whichever is higher, with a minimum of eight (8) hours at the rate of time and one-half (1-1/2).

F. 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.

Rule 37. ASSIGNMENT OF OVERTIME

A. When overtime work is required by the Company, the incumbent of the position to which such overtime work is necessary shall be given preference in its performance. The same principle shall apply in working extra time on days of rest and holidays, except that in cases where rest day or holiday overtime service is necessary which affects more than one position in an office, station or store, the incumbent of the position to which the greatest amount of such work is regularly attached shall be used, but may perform any other necessary work pertaining to other positions, provided the time devoted to work on any position other than his own does not exceed one hour and 30 minutes, in which case he will be paid for all such overtime work at the rate applicable to the highest rated position on which work is performed but not less than the minimum established for the day pursuant to Rule 38.

B. However, in cases where it is known that more than one hour and 30 minutes overtime work is going to be necessary on each of two or more positions, the regular incumbent of each such position shall be called to perform same.

NOTE 1: This does not in any way nullify the provisions of Rule 38 (the Call Rule). Such rule, however, is only applicable in cases where the necessity for rest day and holiday service is irregular and does not permit the continued use of an employe for less than eight (8) hours on rest days over long continued periods; calls can not be included as part of a regular assignment and specific call must be given on each occasion such service is required. It is understood that this arrangement can not in any way be understood to provide a means to avoid filling positions on which continuous service is required on rest days and holidays, nor to permit the continued use under the Call Rule of an employe on rest days or holidays over long extended periods, although it is understood that the practice of calling employes for service on such days for several successive weeks due to seasonal increases in business such as the grain rush in the Fall, the beet sugar shipments, fruit rush, etc., is permissible.

NOTE 2: (a) In the application of Rule 37 an employe laying off will not be considered available for call for overtime service until he again returns to and performs service on, his next assigned shift following such layoffs.

(b) In the application of Rule 37 an employe who has worked through two (2) consecutive shifts will not be considered available for further overtime service during the twenty-four (24) hour period commencing with the starting time of the first of such two (2) consecutive shifts.

(c) It is understood "consecutive shifts" as used in Item (b) above means one shift following another within two (2) hours.

NOTE 3: An employe will be considered in an incumbency status on the two (2) days preceding the commencement of his vacation period but would not be so considered on the two (2) rest days immediately following his vacation period.

C. When it becomes necessary to fill short vacancies by working overtime, such overtime will be worked by available incumbent or incumbents of the classification where the vacancy exists by calling the senior available employe from that shift who is off duty that day. If unable to fill the vacancy from this source, calls will then be made in seniority order of available qualified employes from the other shifts in that classification who can be doubled or are off duty that day. If unable to fill by this method, available qualified senior employes from other classifications in the same immediate office will be called.

D. When only two shifts are worked, those having a starting time between 6:00 AM and 12:30 PM will be considered on one shift and those having a starting time after 12:30 PM on another shift.

E. Where three consecutive shifts are worked positions having a starting time between 6:00 AM and 8:00 AM will be considered on the 1st shift, 2:00 PM and 4:00 PM on the second shift, and 10:00 PM to 12:01 AM on the third shift.

F. The above procedure does not apply to working of five and six day positions on the day they are not assigned to work. If a five or six day position is worked on the day or days which it is not assigned to work, the employee that works the position on the five days of assignment may be called.

G. Where more than one position exists in the same classification, such as Truckers or Mail Handlers, etc., and the incumbent of the individual position cannot be identified, the employee or employees in the classification where the vacancies exist will be called in order of seniority.

H. On six and seven day positions, where the position is filled five days by the regular employee and on other days by a regular assigned relief employee, the regular employee is incumbent of the position the five days of his assignment and the relief employee the days of his assignment, to that position. However, the regular employee will also hold incumbency to a position in that classification on his rest days. The relief employee will also hold incumbency to a position in the same classification as the last position relieved during his rest day or days.

NOTE: The provisions of paragraphs C through H of Rule 37 are intended to define the "incumbent" as that term is used in paragraphs A and B of Rule 37 and are not intended to preclude the use of Rotating Extra Board or Extra List employees who will have preference, if available, at the pro rata rate.

Rule 38. NOTIFIED OR CALLED

A. Employees notified or called to perform work not continuous with, before or after, the regular work period, shall be allowed a minimum of three (3) hours for two (2) hours' work or less, and if held on duty in excess of two (2) hours, time and one-half (1-1/2) will be allowed on the minute basis. Overtime continuous with the regular work period will be paid on the minute basis.

B. Employees notified or called to perform work on their assigned rest days shall be allowed a minimum of four (4) hours at time and one-half (1-1/2) for four (4) hours' work or less, and if held on duty in excess of four (4) hours, time and one-half (1-1/2) will be allowed on the minute basis.

C. Employees notified or called to perform work on specified holidays shall be allowed a minimum of eight (8) hours at time and one-half (1-1/2) rate.

Rule 39. ABSORBING OVERTIME

Employees will not be required to suspend work during regular hours to absorb overtime.

NOTE: Under the provisions of this rule, an employe may not be requested to suspend work and pay during his tour of duty to absorb overtime previously earned or in anticipation of overtime to be earned by him. It is not intended that an employe cross craft lines to assist another employe. It is the intention, however, that an employe may be used to assist another employe during his tour of duty in the same office or location where he works and in the same seniority district without penalty. An employe assisting another employe on a position paying a higher rate will receive the higher rate for time worked while assisting such employe, except that existing rules which provide for payment of the highest rate for entire tour of duty will continue in effect. An employe assisting another employe on a position paying the same or lower rate will not have his rate reduced.

Rule 40. AUTHORIZING OVERTIME

No overtime hours will be worked except by direction of proper authority, except in case of emergency where advance authority is not obtainable.

Rule 41. EXCHANGING POSITIONS

Employes shall not be required or allowed to trade or exchange positions.

Rule 42. HOLIDAY WORK

Work performed on holidays as set forth in the National Agreement pertaining thereto (provided when any such holidays fall on Sunday, the day observed by the state, nation or by proclamation shall be considered the holiday) shall be paid at the rate of time and one-half (1-1/2).

NOTE 1: Synthesis of National Holiday Provisions attached as Appendix D.

NOTE 2: In the Dominion of Canada, the following holidays will be observed: New Year's Day, Good Friday, Empire Day (Victoria Day), Dominion Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, Boxing Day and Remembrance Day.

Rule 43. RELIEF POSITIONS

A. Where relief positions are used as provided for in Rule 29 and there is a sufficient number of regularly assigned employes to provide regular consecutive relief days in multiples of five (5), such regular assigned employes may be relieved two (2) consecutive days in seven (7), subject to provisions of paragraph G of Rule 29, by one or more regularly assigned relief positions. No employe will be regularly assigned to such relief position more or less than five (5) days per week and will work the same assigned hours, and at the same rate, as those of the employe he is relieving; preference in relief days and rest periods of relief positions to be subject to agreement between representatives of Carrier and Employes.

B. After all possible five-day relief assignments have been established in accordance with the foregoing and three or four days

of relief work still exists, one or two days of other work may be arranged so as to provide an assignment of five days and permit the bulletining and filling same as provided in this rule. Where only one or two days of assignable relief work exists, the Carrier may at its option call for each such day (1) an employe from the Rotating Extra Board or the Extra List, whichever the case, or (2) an assigned employe on an overtime basis pursuant to Rule 37.

Rule 44. TRAVEL TIME AND EXPENSES

A. Employes who are required in the course of their employment to be away from their headquarters point, including employes filling relief assignments, or performing extra or temporary service, shall be compensated for travel time and expenses as follows:

B. An employe shall be furnished free transportation by the Company in traveling from his headquarters point to another point, and return, or from one point to another. If such transportation is not furnished, he will be reimbursed for the cost of rail fare, or the cost of other public transportation used in making the trip; or, if he has an automobile which he is willing to use and the Company authorizes him to use said automobile, he will be paid an allowance of eighteen cents (\$.18) for each mile, or the policy established by the Company, whichever is the greater, for each mile traveled from his headquarters point to the work point, and return, or from one point to another.

C. If the time consumed by an employe in actual travel, including waiting time enroute, from his headquarters point to the work location, together with necessary time spent waiting for the employe's shift to start, exceeds one hour, or if on completion of his shift necessary time spent waiting for transportation plus the travel time, including waiting time enroute necessary to return 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 except that no travel or waiting time will be allowed for hours otherwise paid for. When such employe is travelling by private automobile, time shall be computed at the rate of 40 miles per hour or one and one-half minutes per mile traveled.

D. When employes are instructed by the Carrier to remain at the work location away from their headquarters point on any day, they shall be reimbursed for actual necessary and reasonable cost of meals not to exceed ten dollars (\$10.00) per day and actual necessary and reasonable expenses for lodging. Carrier may designate lodging to be used. If such employe is instructed to return to his headquarters point each day he will be subject to the provisions of paragraph B and C of this rule

E. Employes may, in lieu of accepting a lodging allowance provided in this Rule 44, supply their own sleeping facilities, in which event they will be paid an allowance of \$8.00 for each day held from headquarters, in addition to actual necessary and reasonable cost of meals not to exceed ten dollars (\$10.00) per day. Employes must notify the Carrier of their intention to use their supplied sleeping facilities and except for emergencies,

such as mechanical break downs, the employe must notify the Carrier in advance before withdrawing the sleeping facilities from service.

F. The headquarters point for each regular assigned position and each regular assigned relief position shall be the location of the position except for regular assigned relief positions covering two or more points, the Company shall designate the headquarters point for each employe occupying such position. Where Carrier designates headquarters point, no point may be changed more frequently than once each sixty (60) days and then only after at least fifteen (15) days' written notice to the employe affected.

Rule 45. LIVING AWAY FROM HOME

The Railroad Company shall provide for employes 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, highway trailers, hotels or motels, as follows:

1. LODGING

(a) If lodging is furnished by the company, the camp cars or other lodging furnished shall include bed, mattress, pillow, bed linen, blanket, towels, soap, washing and toilet facilities.

(b) Lodging facilities furnished by the company shall be adequate for the purpose and maintained in a clean, healthful and sanitary condition.

(c) If lodging is not furnished by the company, the employe shall be reimbursed for the actual reasonable expense thereof not in excess of \$7.00 per day.

2. MEALS

(a) If the company provides cooking and eating facilities and pays the salary or salaries of necessary cooks, each employe shall be paid a meal allowance of \$1.75 per day.

(b) If the company provides cooking and eating facilities but does not furnish and pay the salary or salaries of necessary cooks, each employe shall be paid a meal allowance of \$3.50 per day.

(c) If the employes are required to obtain their meals in restaurants or commissaries, each employe shall be paid a meal allowance of \$5.25 per day.

(d) 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 employe is voluntarily absent from service, and it shall not be payable for rest days or holidays if the employes 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.

3. TRAVEL FROM ONE WORK POINT TO ANOTHER

(a) Time spent in traveling from one work point to another outside of regularly assigned hours or on a rest day or holiday shall be paid for at the straight time rate.

(b) An employe who is not furnished means of transportation by the company from one work point to another, and who uses other forms of transportation for this purpose, shall be reimbursed for the cost of such other transportation. If he uses 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 rate of 18 cents for each mile or the policy established by the company, whichever is greater. If an employe's work point is changed during his absence from the 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.

Rule 46. RE-EXAMINATIONS

A. An employe called upon by proper authority to report for regular periodic rules examinations, visual or physical re-examinations, will be paid for time in taking such re-examinations. When such employe takes such examinations outside of assigned working hours, on rest days or holidays or while on leave of absence, he will be paid for all time consumed in excess of two hours, at the pro rata rate, except that the two-hour deduction does not apply to periodic rules examination. If required to leave his home station actual necessary travel time will be included as time consumed in taking such examinations and he will be paid for actual necessary expense.

B. When an employe is required for particular reasons to take other than the regular periodic rules examinations, visual or physical re-examination, he will not receive any payment.

Rule 47. WITNESSES

A. Employes held from their regular assignment to attend court or appear thereat as witnesses at request of the Company will be allowed one day at their regular rate for each day so held, but not less than the earnings of their regular assignment for the total period so held from it. Employes not holding any regular assignment and attending court or acting thereat as witnesses at request of the Company, or employes so required to attend court or act as witnesses at request of the Company in addition to the performance of their regular work, will be allowed one day at the regular pro rata rate of pay for last service performed for each day court service is required, and without deductions from regular compensations. If such service is required during Employe's regular hours of duty in lieu of other work, no additional compensation will be allowed. Any court or witness fees received will be assigned to the Company. If Employe is required to leave point of regular service, necessary actual expenses while away will be allowed.

B. Employes held from regular assignment for any other business of the Company will be compensated as provided in paragraph A of this rule.

C. When employes are required by the Carrier to attend court or appear as witness for the Carrier on rest days or outside their assigned hours, they shall be paid on the basis of Rule 38.

Rule 48. RATING POSITIONS

Positions (not employes) shall be rated and the transfer of rates from one position to another shall not be permitted.

Rule 49. NEW POSITIONS

A. The wage for new positions shall be in conformity with the wages for positions of similar kind or class in the seniority district where created.

B. When there is no position of similar kind or class in the seniority district where the new position is created, the rate of pay for such position will be fixed by negotiation between Management and the duly accredited representatives of the employes.

Rule 50. ADJUSTMENT OF RATES

When there is a sufficient increase or decrease in the duties and responsibilities of a position or change in the character of the service required, the compensation for such position will be subject to adjustment by mutual agreement with duly accredited representative, but established positions will not be discontinued and new ones created under the same or different titles covering relatively the same class or grade of work, which will have the effect of reducing the rate of pay or evading the application of these rules.

Rule 51. PRESERVATION OF RATES

A. Employes temporarily or permanently assigned to higher rated positions shall receive the higher rate while occupying such positions; employes temporarily assigned to lower rated positions shall not have their rates reduced.

B. Except as provided in RULE 54, employes required to perform service on a higher rated position for one (1) hour or more on any shift shall be paid the higher rate for the actual time assigned thereto, except that when the time so engaged exceeds four (4) hours, they will be paid the higher rate for the entire day.

C. A "temporary assignment" contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, whether the regular occupant of the position is absent or whether the temporary assignee does the work, irrespective of the presence of the regular employes. Assisting a higher-rated employe due to a temporary increase in the volume of work does not constitute a temporary assignment.

D. In cases of employes temporarily performing special work not rated or some duties of a previously abolished position, the question of proper rate may be handled under Rule 49 and 50.

Rule 52. BASIS OF PAY AND MAINTENANCE OF EARNINGS

A. When it becomes necessary to determine the straight time hourly rate of monthly rated positions the following will govern:

I. Five-day positions, divide the monthly rate by 176 hours.

2. Six day positions, divide the monthly rate by 213 hours.
3. Seven-day positions, divide the monthly rate by 247-1/3 hours.

NOTE: The above factors will be used to make future hourly rate adjustments.

B. To determine the daily rate, multiply the straight time hourly rate by 8.

Rule 53. COMPASSIONATE LEAVE

A. In the event of death of a spouse, child, stepchild, parent, step-parent, parent-in-law, grandparent, brother or sister of an employe who has been in service one (1) year or more, such employe will be allowed up to a total of three (3) working days paid leave to attend the funeral and handle personal matters in connection therewith.

B. Any days allowed under this rule will be applied against the number of days for which the employe may be qualified for sick leave allowance under Rule 55 of this Agreement.

C. Rule 55-J shall govern in the application of this rule.

Rule 54. PAID HOLIDAYS AND VACATIONS

A. Paid Holidays (See Appendix D)

B. Vacations (See Appendix E)

C. For information in connection with Railway Labor's National Group Policy GA-23000 administered by Travelers Insurance Company; and the Railroad Employes' National Dental Plan GP-12000 administered by Aetna Insurance Company; and the Early Retirement Major Medical Expense Benefits Group Policy GA-46000, see booklets covering such benefits which may be obtained from the Insurer.

Rule 55. SICK LEAVE AND PERSONAL LEAVE

Section I. Sick Leave

A. There is hereby established a nongovernmental plan for sickness allowances supplemental to the sick benefit provisions of the Railroad Unemployment Insurance Act as now or hereafter amended. It is the purpose of this plan to supplement benefits payable under the sickness benefit provisions of the Railroad Unemployment Insurance Act to the extent provided in this rule and not to replace or duplicate them.

B. Subject to the conditions hereinafter set forth, supplemental sickness benefits will be paid on a daily basis to an eligible employe who is absent from work due to a bona fide case of sickness. The daily benefit amount of the supplemental sickness benefit will be paid on the basis of one day's benefit for each day of sickness (but only for days on which the employe has a right to work) with a maximum of five days' benefit payable in any calendar week during a period beginning on the first date an employe is absent from work due to illness and extending in each instance for the length of time determined and limited by the following schedule:

<u>Period of Payment per Length of Service</u>	<u>Percent of Calendar Year</u>	<u>Daily Rate</u>
Less than 1 calendar year	0 Benefit Days	0
1 to 5 calendar years	5 Benefit Days	70%
5 to 10 calendar years	10 Benefit Days	75%
10 to 20 calendar years	15 Benefit Days	80%
20 calendar years & over	20 Benefit Days	80%

C. For any day for which an employe is entitled to supplemental sickness benefits under the foregoing paragraph of this rule and such days of sickness are not days for which benefits are payable under the Railroad Unemployment Insurance Act, supplemental sickness benefits will be payable to such employe in such amounts equal to the daily benefit amount established in paragraph B.

D. For any day for which an employe is entitled to supplemental sickness benefits under the foregoing paragraphs of this rule and such days are also days for which sickness benefits are payable under the Railroad Unemployment Insurance Act, supplemental sickness benefits will be payable to such employe in such amounts so that such supplemental benefits in connection with the benefits from the Unemployment Insurance Act shall total the daily benefit amount established in paragraph B above.

E. Any sick leave allowance to be paid by the Company under this rule shall be reduced in the amount by the maximum daily allowance which the employe will be paid or could be paid, if proper claim were made by said employe under the Railroad Unemployment Insurance Act. RUIA sickness benefits payable during any 14-day registration period will be allocated to the employe's regularly unassigned workdays during the registration period. Except that when a holiday falls on a workday during the registration period and no sick leave benefits are paid on the holiday, no RUIA payments will be deducted for that holiday.

F. Where employes are regularly required to work their eight (8) hour assignments on their rest days and/or holidays, when they are absent due to sickness on such days, the designated holidays and assigned rest days will be considered as working days for the purpose of applying this rule; however, the absent employe will be allowed only straight-time rate for the time lost on such days.

G. After an employe has accumulated thirty (30) days of unused sick leave from previous years under this rule, or thirty (30)

days or more of unused sick leave under any pre-existing rule, he shall in each year of service thereafter have the option, which must be exercised in the month of February, of receiving payment (with a maximum of ten (10) such days per year) at the rate of fifty percent (50%) of the daily allowance for each such day, or he may continue to accumulate the unused sick leave up to a maximum of sixty (60) working days. Pay for unused sick leave benefits will be based upon the rate of the position occupied on the last day of the year or protected rate being paid, whichever is higher, and will be paid on the following March payroll. (Pay for Rotating Extra Board and Extra List employees will be based on the rate of the position last worked or protected rate being paid, whichever is higher.)

H. An employe who is off account of sickness in any calendar year in excess of the specified allowance he is entitled to under paragraph B of this rule shall, upon request, be given sick leave with pay to the extent of his unused sick leave in his sick leave reserve. Sick leave entitlement for the current year must be used up before any sick leave in the sick leave reserve can be used.

I. Before the end of the last week in January of each year, each employe with unused sick leave will be notified of the number of unused days which are being placed in his sick leave reserve, and the total number of accumulated days in such sick leave reserve.

J. It will be optional with the Company to fill, partially fill, or not fill the positions of an employe who is absent account his personal sickness and is receiving an allowance under this rule. If the Company elects to fill the position in its entirety, appropriate rules of the Agreement will be followed. The use of other employes on duty and on other positions in the same office to perform the duties of the employe absent under this rule is permissible. Without prejudice to any rule in this Agreement, it is understood that an employe on a lower-rated position who is used for four (4) hours or less on a higher-rated position on a given day will be allowed the higher rate for actual time worked. If used for more than (4) hours, he will be allowed the higher rate for his entire tour of duty.

K. The employing officer must be satisfied that the sickness is bona fide. Satisfactory evidence as to sickness, preferably in the form of a certificate from a reputable physician, may be required in case of doubt.

L. No allowance will be made under this rule for any day on which the employe is entitled to compensation under any other rule or agreement.

M. An employe falsely claiming sick time will be subject to disciplinary action.

N. Employes who retire or die shall receive pay for fifty percent (50%) of the accumulated and unused sick leave at the rate of the position last occupied or protected rate being paid, whichever is higher. Pay on behalf of a deceased employe shall be paid to such beneficiary as may have been designated or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

NOTE 1: Service with the former Great Northern, the Northern Pacific, the Chicago, Burlington & Quincy, the Colorado and Southern, the Spokane, Portland & Seattle, the St. Louis-San Francisco railroads and subsidiary companies included in the Burlington Northern Inc. shall be counted as continuous service for purposes of applying this rule.

NOTE 2: See Items 2 and 3 of Appendix N.

Section 2. Personal Leave

A. Employees with ten (10) but less than twenty (20) years of service shall be entitled to one additional sick leave day per year. Employees with twenty (20) or more years of service shall be entitled to two (2) additional sick leave days per year.

B. The sick leave days provided in paragraph A may, at the option of the employee, be taken as sick leave and subject to the foregoing requirements governing sick leave or upon forty-eight (48) hours' advance notice from the employee to the proper Carrier officer may be taken as leave days, not subject to the foregoing requirements governing sick leave. Such leave days may be taken only when consistent with the requirements of the Carrier's service.

NOTE: It is understood that although leave days are subject to the requirements of the service, this provision is not to be applied so as to prevent an employee from proper use of a leave day during a year, except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of the leave day before the end of the year.

C. In the event the additional sick leave days provided herein are taken as sick leave subject to the above requirements governing sick leave, such days so taken will be paid for in the manner provided in this Rule. In the event they are taken as leave days, they will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

D. The sick leave days provided in paragraph A will be forfeited if not taken each calendar year. Such leave days will not be deducted from any employee's current year sick leave entitlement.

E. It will be optional with the Carrier to fill or not fill the position of an employee who is absent on a leave day. If the vacant position is filled, the rules of this Agreement applicable thereto will apply. The Carrier will have the right to distribute work on a position vacated among other employees covered by this Agreement.

Rule 56. INVESTIGATIONS AND APPEALS

A. An employee who has been in service more than sixty (60) days or whose application has been formally approved shall not be disciplined or dismissed without investigation, at which investigation, the employee if he desires to be represented by other than himself, may be accompanied and represented only by the duly accredited representative, as that term is defined in this agreement. He may, however, be held out of service pending such investigation. The investigation shall be held within seven (7) calendar days of the date when charged with the offense or held from service. Notice of the investigation shall be in writing with a copy to the Local Chairman. The investigation shall be held in a fair and impartial manner. A decision will be rendered within twenty (20) calendar days after the completion of investigation.

B. Investigations shall be held whenever possible at home terminal of employes involved. They will also be held at such time as not to cause employes to lose rest or time, whenever possible to do so.

C. When necessary to secure presence of witnesses or representatives not immediately available, reasonable postponement at the request of either the Company or Employee may be had.

D. If decision results in discipline to be administered, it shall become effective as promptly as necessary relief can be furnished, but in no case more than five (5) calendar days after notice of such decision to the employe. If not effective within five (5) calendar days, or if employe is called back to service prior to completion of suspension, any unserved portion of the suspension period shall be cancelled.

E. An employe dissatisfied with decision shall have the right to appeal to the next higher proper officer, provided written request is made to such officer and a copy furnished to the agent or officer whose decision is appealed, within sixty (60) calendar days of the date of advice of the decision. The right of further appeal in the regular order of succession, up to and inclusive of the highest official designated by the company to whom appeals may be made, is hereby established.

F. A transcript will be made of all statements, reports, and information made a matter of record at the investigation, and a copy of such transcript will be furnished on request to the employe or his representative.

G. At the investigation or appeal, the employe may be assisted only by the duly accredited representative, as that term is defined in this agreement.

Rule 57. EXONERATION

A. If decision on the investigation decrees that an employe is free of any responsibility in the circumstances, no entry in connection therewith will be made upon his personal record, and if he has in the meantime been held from service pending investigation, he will be reimbursed for any loss of compensation thereby incurred. If decision on the investigation decrees that employe is responsible, but such decision is reversed on appeal, appropriate notation indicating such exoneration will be placed upon the employe's record, and he will be reimbursed for any loss of compensation incurred, less any amounts earned in other employment, and returned to his former position.

B. An employe who has been discharged for cause, and who is later reinstated, without having been found blameless, will revert to an extra list in the seniority district in which he formerly worked, without loss of seniority, unless otherwise agreed to by the Management and the duly accredited representative of the employes.

C. It is understood that reinstatements under this rule must be made within one (1) year from date of discharge unless such cases are in process of handling by the accredited representatives of the employes.

Rule 58. GRIEVANCES

An employe who considers himself otherwise unjustly treated shall have the same right of hearing and appeal as provided for by Rule 56, provided written request is made to his immediate superior within fifteen (15) calendar days of knowledge by the employe of the cause of the complaint.

Rule 59. TIME LIMIT ON CLAIMS

A. All claims or grievances must be presented in writing by or on behalf of the employe involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employe 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 60 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 employes 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 60-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 employe 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 9 months from the date of said officer's decision proceedings are instituted by the employe 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 the 9 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 60 days prior to the filing thereof. With respect to claims and grievances involving an employe 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 employes it represents.

F. This agreement is not intended to deny the right of the employes to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of

the Carrier.

G. This rule shall not apply to requests for leniency.

Rule 60. LOCAL HANDLING OF CLAIMS

A. An employe or his duly accredited representative must present his claim in writing to the designated officer of the Carrier authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim is based.

B. Should the claim be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify the employe or his duly accredited representative in writing of the reasons for such disallowance. There is no restriction or limitation in respect to the officer by whom, or over whose signature, such decision is made.

C. Regardless of the title of the officer replying to the employe making claim, even if it is the designated officer to handle claims locally, and if appeal is to be taken, such appeal must be made in writing to the designated officer for handling claims locally by the Local Chairman within sixty (60) days from the date of the notice of disallowance.

D. If the claim is to be disallowed by the designated officer for handling claims locally, he shall within sixty (60) days of the date same is appealed by the Local Chairman, advise the Local Chairman in writing of the reasons for such disallowance.

E. Following declination of a claim to a Local Chairman, the appeal, if taken, will be directly to the designated Labor Relations Officer in conformity with Rule 59.

NOTE: There are three reasons for agreeing upon this application of the time limit rule. The first is to show our understanding that the declination of a claim filed by an employe need not necessarily be made over the signature of the officer receiving same. The second is to permit the Local Chairman to make appeal to the designated officer for handling claims locally even though the original decision may have been made over that officer's signature. The third is to eliminate any intermediate appeals after handling by Local Chairman.

Rule 61. EXTENSION OF TIME LIMITS

The time limits provided for in Rules 56, 57 and 58 may be extended in any individual case by mutual agreement.

Rule 62. POSTING ON POSITIONS

A. Extra employes (including Guaranteed Extra Board) required to qualify themselves for service will be allowed eight hours at the pro rata rate, less one dollar an hour for the time so consumed, the management to be judge as to the time necessary for qualification.

B. The employe directed to instruct such an employe shall be paid, in addition to his regular rate, one dollar an hour for each hour of instruction.

Rule 63. ENTRY RATES

A. Employees entering service on and after effective date of this agreement shall be paid for all service performed within the first 12 calendar months of service 85% and the second 12 calendar months of service 92% of the applicable rates of pay (including COLA).

B. For employees who have had an employment relationship with the Carrier and are rehired, services will be combined in determining the 12 and 24 calendar months of employment.

C. Service in a craft not represented by the organization signatory hereto shall not be considered in determining periods of employment under this rule. Clerical employees of the Western Fruit Express Company taking employment with the Burlington

Northern Inc. subject to the general rules agreement will have their service time with the Western Fruit Express Company counted in the application of this Entry Rate Rule.

D. Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension or dismissal shall not count toward completion of the 24-month period.

E. Sick Leave payments made in accordance with Rule 55 Section 1 B will not be subject to this Entry Rate Agreement.

NOTE: Pre-existing rate provisions shall continue to apply for employees hired prior to the effective date of this agreement.

Rule 64. PAY SHORTAGE

Employees who are short an amount equal to one day's pay will be given a time check upon request.

Rule 65. REPRESENTATIVES-LEAVE

Representatives of employees will be granted necessary leave of absence for the conduct of investigations, or consideration and adjustment of grievances.

Rule 66. DULY ACCREDITED REPRESENTATIVES

A. Where the term "duly accredited representative" appears in this agreement, it is understood to mean a member of the General Committee and/or an officer of the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees, representing the employees covered by this agreement, under the provisions of the Railway Labor Act and Signatory hereto.

B. Local officers and local committees or employees shall not enter into local understandings or agreements, except as

specifically authorized in certain rules of this agreement.

Rule 67. FREE TRANSPORTATION

A. Employees transferred by direction of the Management to positions which necessitate a change of residence will receive transportation fare or automobile mileage allowance for themselves, dependent members of their families, and their household goods, when it does not conflict with State or Federal Laws.

B. Employees exercising seniority rights to new positions or vacancies which necessitate a change of residence will receive free transportation for their household goods, when it does not conflict with State or Federal Laws.

C. Free transportation of household effects will be limited to the lines of railroad covered by this agreement.

Rule 68. INCAPACITATED EMPLOYEES AND PERSONAL INJURIES

A. Employees injured while at work are required to make detailed written report of the circumstances of the accident as soon as able to do so after receiving medical attention. Proper medical attention will be given at the earliest possible moment. Injured employees will not be required to sign a release before being permitted to return to work.

B. In the event an employe is disqualified for physical reasons by a Company designated physician or by the Company Chief Surgeon or Medical Director, upon presentation of dissenting opinion as to the employe's physical condition by a competent physician, the employe may, individually or through his accredited representative, request further physical examination by a mutually agreed upon neutral physician, whose decision will be rendered as promptly as possible and will be final and binding as to the employe's physical condition. Expense of said neutral physician will be borne equally by the carrier and the employe.

C. Efforts will be made to furnish employment (suited to their capacity) to employes who have become physically unable to continue in service in their present positions.

Rule 69. MACHINES AND EQUIPMENT

Typewriters and other office equipment devices will be furnished by the Carrier at offices where the Management requires their use.

Rule 70. BOND PREMIUMS

Employees shall not be required to pay premiums on bonds required by the Carrier in handling its business.

Rule 71. POSTING NOTICES

At points or in departments where employes covered by this agreement are employed, suitable provisions will be made for posting notices of interest to the employes.

Rule 72. SERVICE LETTERS

Employes whose applications are approved or who have been in the service sixty (60) calendar days or longer will, upon request if they leave the service of the Carrier, be furnished with a service letter showing length of service, capacity in which employed, and cause for leaving.

Rule 73. PRINTING SCHEDULE

A. This agreement shall be printed in a convenient size booklet and each employe covered thereby shall be furnished a copy by the Carrier and will sign for same which will be placed on his personal record. Upon request, additional copies of this agreement will be furnished at cost to the employes.

B. The Organization shall be furnished with copies of this agreement to fill its needs.

Rule 74. APPLICATION OF RULES

Should any disagreement or misunderstanding arise as to the construction or meaning of these rules, a conference shall be arranged between the highest authority designated to handle such matters for the company and the General Chairman of the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes, such conference to be held not later than thirty (30) calendar days after written request is received for same, unless otherwise mutually agreed upon.

Rule 75. HEALTH AND SAFETY

A. The health and safety of employes shall be protected. Employes will not be required to work under unsafe or unhealthy conditions. The offices in which employes are required to work shall be properly cleaned, ventilated, heated and lighted and kept in sanitary condition.

B. Good drinking water, artificially cooled when necessary, shall be furnished; sanitary drinking fountains shall be provided when practicable. Lockers, toilets and washrooms shall be kept in good repair and in a clean, dry and sanitary condition. Locker rooms and washrooms shall be lighted in the best manner possible, consistent with the source of heat and light available. Proper and suitable first-aid equipment shall be maintained at convenient and accessible locations and employes taken ill or injured while at work shall be given medical attention at the earliest possible moment.

Rule 76. HANDLING SWITCHES

Employes who have regularly assigned duties of throwing ground switches by hand, which requires them to go outside their

offices, shall be paid \$10.00 per month for such service.

Rule 77. FURNISHING INFORMATION

When questions of pay or seniority arise and records become necessary, the necessary information taken from the records shall be furnished by the proper officer upon request of accredited representative of the employees.

Rule 78. EFFECTIVE DATE AND CHANGES

A. This Agreement shall be effective upon merger of the Saint Louis-San Francisco Railway Co. into the Burlington Northern Inc. and shall remain in full force and effect until changed or modified as provided herein, or under the provisions of the Railway Labor Act, as amended.

B. This agreement supersedes all previous and existing Burlington Northern Inc.-Transportation-Communication Division of Brotherhood of Railway and Airline Clerks Schedule Agreement dated January 31, 1969, applicable to agents and telegraphers; Burlington Northern Inc.-Brotherhood of Railway and Airline Clerks Schedule Agreement dated June 27, 1968, applicable to clerical employes and St.Louis-San Francisco Railway Company-Quanah, Acme & Pacific Railway Company-Brotherhood of Railway and Airline Clerks Schedule Agreement dated September 20, 1979, applicable to clerical employes, agents and telegraphers, understandings and interpretations which are in conflict therewith covering employes of the class or craft now represented by the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes and the former companies comprising Burlington Northern Inc. and the former St. Louis-San Francisco Railway Company and Quanah, Acme & Pacific Railway Company.

C. Should either party to this Agreement desire to revise or modify rules contained herein, thirty (30) calendar days' written advance notice containing the proposed changes shall be given and the first conference shall be held within thirty (30) calendar days from date of notice. Further conferences, if necessary, shall be held as promptly as possible and in accordance with the provisions of the Railway Labor Act, as amended.

Signed at St. Louis, Missouri, this 6th day of May, 1980.

For: THE BROTHERHOOD
OF RAILWAY, AIRLINE
AND STEAMSHIP CLERKS

For: BURLINGTON
NORTHERN INC.

GORGON K. WILLIAMS A. E. EGBERS
General Chairman (BN) Vice President-
Labor Relations

JAMES G. DOOLEY

Sr. Vice General Chairman (BN) For: ST. LOUIS-
SAN FRANCISCO
GORGON G. GUIDE RAILWAY COMPANY
Vice General Chairman (BN)

T. W. TAGGERT ROY L. BUCHANAN
General Chairman (Frisco) Vice President -
Labor Relations

E. C. BURDEN
District General Chairman (Frisco)

J. L. ROGERS For: THE BROTHERHOOD
Committeeman (Frisco) OF RAILWAY, AIR-
LINE AND STEAM-

D. G. HOWELL SHIP CLERKS
Committeeman (Frisco)

B. D. ALLEN Approved:
Committeeman (Frisco)

ROBERT M. CURRAN

K. E. CORNELL International Vice Pres.
Committeeman (Frisco)