

AGREEMENT Between The Springfield Terminal Railway Company and
Brotherhood of Locomotive Engineers

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Preamble

- (1) Springfield Terminal Railway Company (ST) recognizes the General Committee of Adjustment of the Brotherhood of Locomotive Engineers (BLE), the designated representatives of which are signatory hereto, as bargaining representatives of all Engineers and Engineer Trainees employed by Springfield Terminal Railway Company.
- (2) Any future modification or revision of any rule, agreed-upon interpretation or rate of pay will be accomplished by negotiation between the highest officer designated by the Carrier under the provisions of the Railway Labor Act, as amended, and the BLE.
- (3) ST will undertake responsibility for the printing of this Agreement and its distribution to covered Engineers.

Definitions

- (a) "Abolishment" means the permanent cessation of a bulletined assignment.
- (b) "Cancellation" means the temporary cessation of a bulletined assignment.
- (c) "Claim" means the assertion that compensation is owed.
- (d) "Designated Reporting Point" means the on-duty location or spare list point as specified in the advertisement of a vacancy pursuant to paragraph 8.3 of this Agreement.
- (e) "Designated ST Official" means a person or persons designated to act on behalf of the Carrier.
- (f) "Duly Accredited Representative" means a member of the General Committee of Adjustment of the Brotherhood of Locomotive Engineers or a member of the BLE designated by the General Chairman.
- (g) "General Chairman" means the Chairman of the General Committee of Adjustment of the BLE having jurisdiction.
- (h) "Grievance" means the assertion that some action or lack of action on the part of the Carrier is improper.
- (i) "Local Assignment" means an assignment, either regular or extra, which, on any given day, goes on and off duty at the same terminal.
- (j) "Local Chairman" means the Chairman of the Local Committee of Adjustment of the BLE. The Local Chairman is a member of the General Committee of Adjustment.

- (k) "Outlying Terminal" means a designated point where one or more crews go on and/or off duty, vacancies at which are protected by a spare list at another location.
- (l) "Outpost Assignment" means a job that goes on and off duty at an outlying terminal.
- (m) "Primary Work Function" means the generally intended work and geographical location of a given assignment. Designation of a Primary Work Function will not serve to limit the Carrier's use of that assignment.
- (n) "Road Assignment" means an assignment, either regular or extra, that goes on duty at one terminal and goes off duty at another terminal.
- (o) "Seniority" means the relative standing of an Engineer on a seniority roster with respect to other Engineers employed on the system.
- (p) "Spare List Assignment" means a regular assignment which is subject call for any Engineers' vacancies.
- (q) "Terminal" means a designated point where one or more crews go on and/or off duty.
- (r) "Transportation" means the movement of Engineers by Carrier-provided means or personal auto while on duty.
- (s) "Travel" means the movement of Engineers to and/or from their designated reporting points to other locations prior to and subsequent to on/off duty times.
- (t) "Utility Engineer" means an Engineer whose primary work function is to assist in the handling of engines and engine consists not part of a designated Local or Road Assignment.

Article 1. Scope

- 1.1 Engineers shall perform any and all services under the direct control of the Carrier required for the make up of trains and/or the movement of cars and trains over and through Carrier's trackage and in its business of servicing industrial sidings, consistent with Article 9 of this Agreement, for which they are qualified. The operation of locomotives, remote control devices used to operate locomotives, and any other motive power used for the make up and/or movement of cars and trains will be considered the work of the Engineers subject to this Agreement.

- 1.2 It is understood that the operation of certain equipment in conjunction with the maintenance of way which does not require the operator be a Certified Locomotive Engineer will not be considered the exclusive work of the Engineers subject to this Agreement.

Article 2. Hours of Work/Basis of Pay

- 2.1 Engineers' time will commence at the time they are required to report for duty and shall continue until they are relieved from duty at their terminal or rest facility.
- 2.2 Payment for all service performed will be based upon the hourly rate of pay as specified in Article 3 of this Agreement.
- 2.3 Unless otherwise provided, the minimum payment of service performed will be 8 hours.
- 2.4. (a) In Local Service, the minimum payment for service performed will be 8 hours and overtime rate of one and one-half the hourly rate will accrue to Engineers after 8 hours on duty.
- (b) In Road Service where established terminals are less than 125 miles apart, the minimum payment for service performed will be 8 hours and overtime rate of one and one-half times the hourly rate will accrue to Engineers after 8 hours on duty.
- (c) In Road Service where established terminals are 125 miles apart or more, the minimum payment for service performed will be 10 hours and overtime rate of one and one-half the hourly rate will accrue to Engineers after 10 hours on duty.
- (d) It is understood that the 10 hour minimum day referred to in paragraph 2.4(c) above will only apply when train service is performed on any day or part of a day. When a minimum day is paid to such Road Service assignments in the absence of actual train service, payment will be 8 hours.
- 2.5 Work week for Local Assignments will be Sunday through Saturday exclusive of 2 consecutive rest days, except that the Carrier may establish regular 6-day Local Assignments at outlying points, pursuant to Article 34, when additional service needs cannot be met by other regularly established 5-day assignments. Work week for Road Assignments will be Sunday through Saturday exclusive of rest day(s) at home terminal between round trips.

2.6 Regularly assigned Engineers in Local Service, including regularly assigned Engineers in combination service as provided for in Article 34 of this Agreement, will be allowed the overtime rate of one and one-half the hourly rate for each tour of duty in Local Service in excess of 5 Local Service tours of duty in the work week. In the case of regularly assigned Engineers in 6-day Local Service, the overtime rate will be allowed for each tour of duty in Local Service in excess of 6 Local Service tours of duty in the work week.

Article 3. Rates of Pay

3.1	Hourly Rate	Daily Skill/ Certification	Travel Mileage Allowance	Personal Auto Expense*
	4/2/95	\$17.30	\$8.00	\$.46/mile .21/mile
	7/1/95	\$17.91	\$10.00	\$.48/mile .22/mile
	7/1/96	\$18.54	\$12.00	\$.50/mile .23/mile
	7/1/97	\$19.19	\$15.00	\$.52/mile .24/mile
	7/1/98	\$19.96	\$15.00	\$.54/mile .25/mile
	7/1/99	\$20.76	\$15.00	\$.56/mile .26/mile
	7/1/00	\$21.59	\$15.00	\$.58/mile .27/mile

* In the event the Corporate Personal Auto Expense rate exceeds the agreed-upon rate, the agreed-upon rate will be raised to parity.

3.2 The above table represents a rate increase schedule as follows:

Date	Percentage Increase
7/1/95	+3.5%
7/1/96	+3.5%
7/1/97	+3.5%
7/1/98	+4.0%
7/1/99	+4.0%
7/1/00	+4.0%

It is understood that these specified rate increases may be affected by the Cost of Living Adjustments specified in Article 4 of this Agreement.

3.3 The Daily Skill/Certification Differential referred to in paragraph 3.1 of this Article will be increased by 75% when Engineers work independently on assignments, including light engine moves, helper service and utility engineer service.

Article 4. Cost of Living Adjustment (COLA)

- 4.1 The scheduled general wage increases to be effective in the years 1997, 1998, 1999 and 2000 will be subject to adjustment in the event the increase in the general cost of living exceeds the scheduled general wage increase.
- 4.2 The basis for the determination of the increase in the general cost of living will be the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W) (1982-84=100)", U.S. Index, all items, as published by the Bureau of Labor Statistics, U.S. Department of Labor. For each general increase there will be a 12 month measurement and a maximum adjustment.
- 4.3 The adjustment dates, measurement periods and maximum adjustments are as follows:

Adjustment Date	Measurement Period	Maximum Adjustment
July 1, 1997	June 1996 through May 1997	1.5%
July 1, 1998	June 1997 through May 1998	2.0%
July 1, 1999	June 1998 through May 1999	2.0%
July 1, 2000	June 1999 through May 2000	2.0%

- 4.4 At each adjustment date the percentage increase in the "Consumer Price Index" (CPI-W) during the applicable measurement period will be calculated. If that increase exceeds the scheduled general wage increase such general wage increase will be subject to adjustment. Such adjustment will be accomplished by increasing the scheduled general wage increase by the amount necessary, not to exceed the maximum applicable adjustment, to equal the increase in the "Consumer Price Index" over the measurement period.
- 4.5 Illustrative example of 4.4 application:
On July 1, 1997 a general wage increase of 3.5% is scheduled. If the percentage increase in the "Consumer Price Index" over the measurement period was equal to or less than 3.5% no adjustment is due. However if the increase in the "Consumer Price Index" over the measurement period exceeds 3.5% an adjustment will be applied. If the increase was 4.0% and adjustment of .5% will be applied. If the increase was 6.0%, the maximum adjustment of 1.5% will be applied. In cases where the scheduled wage increase is 4.0% the comparisons will be based upon 4.0% and the maximum adjustments will be 2.0%.

Article 5. Seniority/Seniority Roster

- 5.1 Engineers' seniority will consist of Prior Rights Seniority and System Seniority.

5.2 Prior Rights Seniority

Engineers who held System and/or Division prior rights on the B&M, MeC/PT, and ST prior to the effective date of this Agreement will retain such rights.

5.3 System Seniority Rights

Engineers will have rights to work throughout the Springfield Terminal Railway Company System. System seniority will be based upon entered service date as that date appears on the prior right rights roster, if applicable, or the system roster in the case of non-prior rights Engineers.

5.4 A single Roster of Engineers will be created. Engineers will be listed based upon entered service date as that date appears on the prior rights roster, if applicable, or the system roster in the case of non-prior rights Engineers. Engineers hired or promoted after the effective date of this Agreement will be placed on the bottom of the roster and will establish seniority on the date they begin Engineer training. When several engineers begin training on the same date, relative seniority will be based upon the following prioritized criteria:

1. Trainman's seniority if promoted from the ranks of ST Trainmen.
2. Engineer seniority from previous railroad, if applicable.
3. Lottery

Assignment of seniority as specified above will be done in cooperation of the BLE General Chairman.

5.5 Prior rights will be designated as follows:

B	=	Boston and Maine Corporation Prior Rights
BF	=	Boston and Maine Fitchburg Division Prior Rights
BP	=	Boston and Maine Portland Division Prior Rights
BNH	=	Boston and Maine New Hampshire Division Prior Rights
M	=	Maine Central Railroad Prior Rights
MES	=	Maine Central Eastern Sub-Division Prior Rights
MP	=	Maine Central Portland Division Prior Rights
S	=	Springfield Terminal Company Prior Rights

The territories encompassed by each of these prior rights designations are specified in Appendix "A" to this Agreement.

5.6 A Roster of Engineers will be issued each year by January 31 and sent to all BLE General and Local Chairmen. Any protest of the Roster of Engineers issued in January must be received by June 1 of that year. Such protests will be addressed to the General Manager with a copy to the General Chairman, BLE. Protests not submitted as specified will not

be considered. Typographical errors may be corrected at any time.

Article 6. Engineer Trainees

- 6.1 The Carrier will be solely responsible for the recruitment and selection of candidates to enter the program of training for the purpose of becoming qualified Engineers.
- 6.2 The General Chairman will be furnished with the names and addresses of Engineer Trainees entering the training program, showing the dates they were placed in training.
- 6.3 The training program will consist of instruction in theory and work experience in all classes of service as determined by the Carrier. All materials necessary for the training will be furnished by the Carrier. The training program will not exceed 6 months for any Engineer Trainee.
- 6.4 Examinations will be prepared and administered by the Carrier.
- 6.5 When Engineer Trainees are required to receive on-the-job training, they will receive such training from volunteer Engineer Instructors designated by the Carrier.
- 6.6 Engineer Instructors will conduct on-the-job training in accordance with a program of instruction developed by the Carrier.
- 6.7 While conducting on-the-job training of Engineer Trainees, Engineer Instructors remain responsible for the safe operation of their trains. Engineer Instructors will not be held responsible for broken knuckles, damaged drawbars, or rough handling when the locomotive is operated by an Engineer Trainee.
- 6.8 Engineer Instructors will be allowed a payment of 2 hours at the straight time hourly rate for each tour of duty or portion thereof spent instructing Engineer Trainees.
- 6.9 Upon successful completion of the training program, Engineer Trainees will be certified as qualified Locomotive Engineers and will be awarded a Certificate of Completion signed by the appropriate Carrier officer.
- 6.10 If Engineer Trainees fail to pass the required final examination on the first attempt, they will be given a second opportunity not less than 30 days or more than 45 days following the first attempt. In instances involving bona fide illness or injury, the time limit for the second attempt will be extended by the length of the illness or injury except as specified by paragraph 6.12 of this Article. Engineer Trainees who fail to take any of the required examinations without a bona fide reason or who fail to pass the second attempt on the final examination will have their engine service relationship terminated.

- 6.11 During the period between the first and second attempt to pass the required final examination, Engineer Trainees will be considered on Leave of Absence from the training program. Engineer Trainees who hold other Seniority may exercise that seniority under the applicable Agreements. Engineer Trainees awaiting a final examination re-take may, at their own expense, sit in on any classroom instruction given to other Engineer Trainees.
- 6.12 Engineer Trainees who become physically disabled to the extent that they cannot complete the training program within one (1) year from the time they entered the program will have their engine service relationship terminated. This one (1) year period may be extended by mutual agreement between the Carrier and the General Chairman.
- 6.13 Engineer Trainees will be allowed \$600.00 per week in full compensation for all services performed and time consumed while actively participating in all phases of the training program. To receive the full compensation, Engineer Trainees must be available for 6 days per calendar week commencing on Monday, exclusive of holidays. The prorated daily rate will be deducted for each day Engineer Trainees are not available of their own volition. Should Engineer Trainees be required to participate in the program on 7 days in a calendar week, they will be paid at the prorated daily rate for the 7th day.
- 6.14 Unless otherwise provided by the Carrier, Engineer Trainees will be reimbursed for actual, reasonable and necessary travel, lodging, and meal expenses and will be allowed Personal Auto Expenses while engaged in orientation and classroom instruction when held at a point more than 50 miles from their place of residence. The maximum reimbursement for meal expenses will be \$15.00 per day. Engineer Trainees performing on-the-job training with an Engineer Instructor will receive whatever lodging accommodations and/or meal expenses which would accrue to that assignment under the Agreement.
- 6.15 The training program and any intended substantial changes therein shall be reviewed from time to time by the General Chairman and the Carrier. However, the Carrier will make the final determination of the content and length of the training program, the continuation of individuals in the program, and the conditions of successful completion of the program.
- 6.16 When it becomes apparent that an Engineer Trainee will not successfully complete the training program the Carrier will consult with the General Chairman for the purpose of identifying and overcoming the problem. The carrier will, however, make the final determination as to whether or not to continue the Engineer Trainee in the program. Engineer Trainees who do not successfully complete the training program may exercise other seniority held, if any, under the

applicable Agreements.

- 6.17 Nothing in this Article will preclude the Carrier from hiring qualified Engineers.

Article 7. Engineers' Examination, Training, Qualifying

- 7.1 All Engineers who are required by law or the Carrier to attend classes and/or examinations for operating rules and safety rules, or other specific training will be paid for the actual time involved at the straight time hourly rate. If required to lose time from regular assignments, Engineers will be made whole for lost earnings. Engineers will be paid the Travel Mileage Allowance if required to travel for such examinations, training, or qualifying. When required to remain overnight, lodging will be provided and a meal expense of \$10 will be allowed. None of the above payments will accrue to Engineers for second and subsequent examinations, training or qualifying due to a first failure.
- 7.2 Engineers will not be paid for time spent training which is required as part of discipline. Engineers required to travel for training which is required as part of discipline will be paid Personal Automobile Expense as specified in Article 3 of this Agreement. If required to remain overnight, lodging will be provided.
- 7.3 Engineers involved in training to attain rather than to retain qualification on physical characteristics will be paid for the actual time at the straight time hourly rate with a maximum payment of 8 hours per 35 time table miles (25 time table miles in foreign railroad territory and in non-prior railroad territory for prior rights Engineers). If required to lose time from regular assignments, Engineers will be made whole for lost earnings. All Engineers involved in physical characteristics training which is in conjunction with a Road Service assignment, will be allowed the lodging accommodations which accrue to that assignment.

- 7.4 When the Carrier has need for additional engineers to qualify in a given area, or type of service, that need will be communicated and the Carrier will designate those Engineers to qualify from the pool of volunteers. Those chosen to qualify will be paid in accordance with paragraphs 7.1 and/or 7.3 of this Article. Once qualified in any area, all Engineers will maintain those qualifications at their own expense.
- 7.5 The Carrier will make available a library of video tapes depicting all of the Carrier's trackage as an additional learning aid for use by Engineers when qualifying on physical characteristics of the road.

Article 8. Advertising Assignments

- 8.1 Vacant positions will be advertised for at least 5 calendar days. Positions subject to advertisement will be newly created positions, guaranteed spare positions, positions expected to be vacant for more than 14 calendar days (except vacations), and positions permanently changed pursuant to Article 12 of this Agreement. Any Extra Local Assignment which operates for 5 consecutive days or Extra Road Assignment which operates for 6 consecutive days, within a 6 hour time frame, will be advertised for bid.
- 8.2 Advertisements of vacant positions will be distributed to all terminals no later than midnight on Thursday. Engineers must assure that bids submitted for vacant positions will be received in the Crew Office no later than midnight the following Tuesday. Engineers may make telephonic inquiries to the Crew Office concerning advertisements of vacant positions. Bids may be submitted by telephone but must be confirmed in writing.
- 8.3 Advertisements of vacant positions will specify type of service, the on-duty time and location, the off-duty location, the primary work function, and the days of the week the position will work. In the case of a Spare List Assignment, the location of the spare list point will be specified. Designated mileage to determine overtime will be included in advertisements for vacant Road Service positions.
- 8.4 Vacant positions will be awarded to the senior Engineer bidding for same. For positions which require foreign railroad qualifications, positions will be awarded to the senior qualified Engineer bidding for same. Notices of positions awarded will be made by the Crew Office. Engineers awarded positions will be placed on those positions at the direction of the Crew Office, but in no event later than 0001 hours on the Sunday following the award.

- 8.5 Vacant positions at outlying terminals for which no bids are received will be filled by assignment of the junior Engineer on the spare list which covers the vacancy. Such assignment will be for a period of 14 calendar days during which time the vacancy will continue to be advertised for bid. If the vacancy remains unbid, the Engineer so assigned may elect to exercise his seniority pursuant to Article 11 of this Agreement and the vacancy will again be assigned to the junior Engineer on the spare list which covers the vacancy for the next 14-day period. This procedure will continue as long as the vacancy remains unbid. It is understood that in the application of this paragraph to Spare List Assignment vacancies which are not bid, the senior unassigned Engineer (except those on displacement rights) will be assigned to the no-bid Spare List Assignment vacancy.
- 8.6 Engineers assigned to no bid vacancies who are not qualified will be required qualify and will be paid for such qualifications as specified in Article 7 of this Agreement.

Article 9. Incidental Work

- 9.1 In addition to those duties specified in Article 1 (Scope) of this Agreement, Engineers may perform the following items of work for which qualified in cooperation with other Railroad employees who are not immediately present and available:
- (a) Handle switches.
 - (b) Close angle cocks and pull pins.
 - (c) Couple air hoses and open angle cocks.
 - (d) Move, turn, spot, water, sand and fuel locomotives.
- (NOTE: In the application of (d) above, it is understood that engineers will only be required to sand locomotives at locations where sanding towers are provided. Engineers will not under any circumstances be required to handle, lift or move sand in bags, buckets or any other type of device.)
- (e) Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts.
 - (f) Start or shutdown locomotives.
 - (g) Inspect locomotives and cars.
 - (h) Engineers may be required to pick up or drop locomotives, make or break M.U. air and electrical connections, position cab appliances for M.U. operation and perform required air tests.
 - (i) Use and handle communication devices; copy and handle Form "D"s, and messages.
 - (j) Prepare Carrier reports while under pay.
 - (k) Clear ice/snow from their own locomotive steps and walkways.

Article 10. Travel/Transportation

- 10.1 Payment for Travel - all travel miles will be paid for at

the Travel Mileage Allowance rates specified in Article 3 of this Agreement.

- 10.2 Payment for Transportation - all time spent in transportation will be paid for as continuous on-duty time. When transportation is by personal auto, Engineers will be paid the Personal Auto Expense specified in Article 3 of this Agreement in addition to continuous on-duty time.
- 10.3 When the distance between the place of rest and the on and/or off duty point is 1/2 mile or more, measured by the shortest highway route, or when on-duty conditions require that Engineers be transported, transportation will be by Carrier-provided means.
- 10.4 The use of personal autos for transportation will be optional, except when Engineers are selected for random drug/alcohol testing.
- 10.5 Spare List Engineers traveling to assignments within a Secondary Adjacent Spare List Territory will be allowed Personal Auto Expenses in addition to the Travel Mileage Allowance.

Article 11. Displacements

- 11.1 Engineers may make displacements to positions held by junior Engineers under the following conditions:
 - a. Position now holding is abolished.
 - b. Displaced from positions by senior Engineer.
 - c.* Position now holding subject to 2 or more temporary changes in a 30-day period or canceled twice in a 30-day period, exclusive of holidays.
 - d.* Position now holding subject to a permanent change.*Changes as specified in Article 12 of this Agreement.
- 11.2 Engineers who lose their positions pursuant to paragraph 11.1 a or 11.1 b of this Section will notify the crew office of their displacement choices within 48 hours from the loss of position but will not be placed on new position if the on duty time of new position is less than 9 hours after displacement.
- 11.3 Engineers who choose to make displacements as a result of the changes described in paragraphs 11.1 c and/or 11.1 d of this Section will notify the crew office of their displacement choices within 72 hours from the effective time of the change which triggers displacement rights.

- 11.4 Engineers who displace onto Local or Road Assignments requiring foreign railroad qualifications must be fully qualified for the position onto which they displace before being allowed to cover same. Engineers not fully qualified will immediately commence qualifying at the direction of the carrier pursuant to Article 7 of this Agreement.
- 11.5 Engineers who are absent from service due to illness, injury, or authorized leave of absence may displace onto any position which was awarded or assigned to a junior Engineer pursuant to the procedures of Article 8 of this Agreement in their absence. Each Engineer will notify the crew office of his displacement choices within 24 hours of his return to service.
- 11.6 Engineers being displaced under the terms of this Article will be given at least 8 hours notice of such displacement.
- 11.7 Engineers who fail to make displacements as specified above will lose such displacement rights. If affected by the changes in paragraph 11.1 a or 11.1 b of this Section, Engineers who lose displacement rights may only return to service by award pursuant to Article 8 of this Agreement or by assignment to the Spare List closest to the point of the change. Engineers affected by the changes in paragraphs 11.1 c and/or 11.1 d of this section who lose displacement rights will remain on the changed position.
- 11.8 Employees who have been regularly assigned to a Local, Road or Spare List position for 30 calendar days or more may exercise seniority rights to another position held by a Junior employee. Employees wishing to avail themselves of this provision will so notify the Crew Office and will be directed as to when the displacement may occur. The displacement must occur during the current work week, subject to the terms of paragraph 11.6 of this Agreement.

NOTE: The BLE General Chairman and the ST Director of Labor Relations will review the workings of this provision from time to time to assure that it remains a benefit to all concerned.

- 11.9 Engineers who lose time through displacement or who do not exercise displacement rights as specified above will not be considered available for service and will not qualify for the applicable guarantee of Article 36 of this Agreement.

Article 12. Changes in Assignments

- 12.1 Changes in regular assignments may be made in the following manner:

- (a) Set-back - The reporting time of regular Road Engineers may be set back a maximum of 4 hours. The reporting time of regular Local Engineers at interchange points may be set back a maximum of 4 hours. The reporting time of all other regular Local Engineers may be set

back a maximum of 2 hours. Affected Engineers will be notified of set-back at least 2 hours prior to scheduled on-duty time of the assignment. Only one set-back can be issued for a tour of duty.

- (b) Temporary Changes - The reporting times of regular Road Engineers at the home and away-from-home terminals may be changed for 1 trip in response to service requirements. Affected Engineers will be notified at their home terminal at least 8 hours prior to the scheduled on-duty time or the new on-duty time, whichever is earlier.
- (c) Except as provided in paragraph 12.1 (b) the reporting times of any regularly-assigned Engineer may be advanced on a voluntary basis only and with the understanding that all time worked in advance of the scheduled on-duty time at the home terminal will be paid for at one and one-half times the hourly rate.
- (d) Permanent Changes - The reporting time of a regular assignment may be changed permanently. Affected Engineers will be notified at least 8 hours prior to the scheduled on-duty time or the new on-duty time, whichever is earlier. The on-duty and/or off-duty location of a regular assignment may be changed permanently in the same manner. If reporting time is changed 2 hours or more or location(s) is changed, affected Engineers may exercise displacement as provided in Article 11 of this Agreement.

12.2 When the on-duty time of a regular assignment is changed as specified in paragraphs 12.1 (a), (b), (C) or (d) above, the new on-duty time will be the time the affected Engineers are required to report for duty and will constitute the beginning of the day under Article 2 of this Agreement.

Article 13. Discipline

13.1 No Engineers will be disciplined without a fair and impartial hearing. The notice of hearing will be mailed (Certified Mail, Return Receipt Requested) or hand-delivered to the Engineer within 10 days of the Carrier's first knowledge of the act or occurrence. The notice of hearing will contain information sufficient to apprise he Engineer of the act or occurrence to be investigated. Such information will include date, time, location, assignment and occupation of Engineer at the time of the incident. The notice of hearing will also include a list of all necessary material witnesses to be called. The hearing will be scheduled to take place within 20 days of the Carrier's first knowledge of the act or occurrence. The hearing may be postponed by either party due to sickness, injury, vacation of principals or witnesses, or unavailability of chosen representative. The hearing may be postponed for other reasons by mutual consent of the parties. The hearing may be adjourned to secure necessary witnesses or if it cannot be

completed in a day. Hearings will be held in one of the following locations, whichever is closest to the Engineer's home terminal - Waterville, Rigby, No. Billerica, East Deerfield. Engineers required to attend a hearing at a location other than the location closest to the home terminal will be allowed Personal Auto Expense payment from the location closest to the home terminal to the location where the hearing is held and return.

- 13.2 An Engineer may not be suspended pending a hearing except when the act or occurrence to be investigated is of a serious nature including: Rule G, insubordination, extreme negligence, dishonesty, or when continuing an Engineer in service may constitute a threat to Carrier personnel, Carrier property, or property entrusted to the Carrier. Suspension pending a hearing will not be considered as prejudicial to the Engineer and will be used sparingly by the Carrier. Engineers suspended while on duty will be transported to their home terminal.
- 13.3 The Engineer may request the Carrier provide witnesses not listed on the notice of hearing and will have the opportunity to secure the presence of witnesses on his own behalf. The Engineer will have the right to be represented by counsel of his own choosing and he and his counsel will have the right to question all witnesses. The Engineer and his representative will be provided with a copy of the hearing transcript and will, upon request, be accorded the rights to review all tapes of the hearing.
- 13.4 The Engineer must be notified within 15 days of the completion of the hearing if discipline will be assessed. The types of discipline which may be assessed are reprimand, disqualification, deferred suspension, relevant training, actual suspension, and dismissal. The types of discipline may be assessed individually or in combination. The Engineer may be required to serve deferred suspension only if he commits another offense for which discipline is imposed within the succeeding 6 month period. Training which is required as part of discipline will be held at the spare list point governing the affected Engineer's assignment at the time of discipline, if possible. If the Engineer is required to travel to attend discipline training, he will be allowed Personal Auto Expense as specified in Article 3 of this Agreement.
- 13.5 If the finding of the hearing is that the Engineer is not at fault, he will be so notified and he will be compensated for the actual wages lost, if any. If no wages are lost, Engineer will be paid in accordance with Article 7 of this Agreement with a minimum of 4 hours. In addition, Engineer will be paid Travel Mileage Allowance for travel from home terminal to location of hearing and return, minus Personal Auto Expenses previously allowed, if any.
- 13.6 If the finding of the hearing is that Engineer is at fault, appeal of discipline assessed must be made within 60 days of

the date of the discipline notice. Such appeal must be made in writing by the BLE General Chairman or his designated representative to the Carrier's highest designated appeals officer. Conference must be scheduled within 10 days of receipt of appeal. Written response to the appeal will be issued within 30 days from the date of the conference. If the decision of the Carrier on appeal is in favor of the engineer, he will be paid in accordance with paragraph 13.5 of this Section. If the appeal is denied, that decision will be final and binding unless within six months of such denial the case is disposed of on the property or proceedings for disposition of the case are instituted by the BLE to a tribunal having jurisdiction by law or agreement.

- 13.7 If the Carrier's discipline notice is modified or overturned at any stage of handling resulting in a payment to the Engineer, the issue of offset of outside earnings will not be prohibited but will be resolved either by mutual consent or by arbitration. The Carrier will work with the appropriate government agencies to assure that no Railroad Retirement benefits are adversely affected by the operation of the above provision.

Article 14. Claims/Grievances Not Involving Discipline

- 14.1 All claims/grievances must be filed within 45 days date of the occurrence on which the claim/grievance is based.
- 14.2 Sufficient available information will be provided to identify the basis of the claim/grievance, such as:
- (a) Name, Occupation. Audit/Line
 - (b) Train symbol or job number
 - (c) Engine number(s)
 - (d) On and Off duty times
 - (e) Nature of the service rendered or of the action/lack of action alleged to be improper upon which the claim/grievance is based.
 - (f) Date, time, location, and involved carrier officer relevant to the claim/grievance, if known.
 - (g) Applicable Agreement Rule, if known, and reason(s) supporting claim/grievance.
 - (h) Remedy sought.

- 14.3 To file a claim/grievance, the Engineer or his duly accredited representative will provide the applicable, necessary and available information specified in paragraph 14.2 to the designated local official, consistent with the time limits of paragraph 14.1.
- 14.4 When a claim/grievance is not allowed or when payment of a claim is less than the full amount claimed, the Engineer who filed the claim will be so informed of the reason in writing within 45 days from the postmark date of the claim. If such notification is not made, the claim/grievance will be allowed as filed, but such allowance will not validate the merits of the claim or any similar claim nor will such allowance establish any precedent.
- 14.5 All claim/grievances which are denied in whole or in part within the proper time limit may be appealed within 45 days from the postmark date of denial by the Engineer or the duly accredited representative to the Director of Labor Relations. Within 30 days from the receipt of such appeal a date, time and place for conference will be set. Decision on appeal will be made at the conferences or within 30 days thereafter.
- 14.6 The decision of the Director of Labor Relations will be final and binding unless within six months of such final denial the claim is disposed of on the property or proceedings for disposition of the claim are instituted by the Engineer or duly accredited 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.
- 14.7 The time limits at any stage of handling may be extended by written agreement between the carrier and the BLE. When the U.S. Mail is used, the postmark will govern in determining the compliance with the various time limits.

Article 15. Bereavement

- 15.1 Engineers will be allowed bereavement leave not to exceed three calendar days following the death of a spouse, child, spouse's child, parent, spouse's parent, sibling, grandparent or grandchild.
- 15.2 Engineers will be 8 hours at the straight time rate for each working day lost during bereavement leave with a maximum of 3 days.
- 15.3 Bereavement pay will not be allowed to Engineers who are otherwise absent from work and will not duplicate payments made for holidays or vacation.
- 15.4 Engineers will have the following options in deciding when to take bereavement leave:

- (a) three consecutive calendar days, commencing with the day of death;
- (b) three consecutive calendar days, ending the day of the funeral service; or
- (c) three consecutive calendar days, ending the day following the funeral service.

Article 16. Personal Leave Days

- 16.1 Effective January 1, 1995, a maximum of 3 personal leave days per year will be allowed on the following basis:
- (a) Engineers with at least 5 years of Carrier service will be entitled to 1 personal leave day per year.
 - (b) Engineers with at least 10 years of Carrier service will be entitled to 2 personal leave days per year.
 - (c) Engineers with at least 15 years of Carrier service will be entitled to 3 personal leave days per year.
- 16.2 Personal leave days provided for in paragraph 16.1 of this Section may be taken upon 24 hours advance notice to the Crew Office, consistent with the needs of the service.
- 16.3 Personal leave days must be taken within a 15 month period beginning with January 1 of each year. Personal leave days not requested within that 15 month period will be forfeited. Personal leave days requested and not allowed will be paid for pursuant to paragraph 16.4 of this Article.
- 16.4 Payment for personal leave days will be 8 hours at the straight time rate.

Article 17. Vacation

- 17.1 The beginning date for determination of continuous service will be the Engineer's entered service date as provided for in Article 5 of this Agreement.
- 17.2 Each Engineer having one year of service shall be qualified for an annual vacation of one (1) week with pay (or pay in lieu thereof) if during the preceding calendar year the Engineer renders service amounting to one hundred twenty (120) days. (Days or portions thereof when Engineer is compensated by the Company shall be counted towards the 120-days).
- 17.3 Each Engineer have two or more years continuous service will be qualified for an annual vacation of two weeks with pay (or pay in lieu thereof) if during the preceding calendar year the Engineer renders one hundred ten (110) days of compensated service (in excess of 8-hours remains as one day), and during the said two or more years of continuous service renders service of not less than two hundred ten (210) days.
- 17.4 Each Engineer have eight or more years continuous service will be qualified for an annual vacation of three weeks with

pay (or pay in lieu thereof) if during the preceding calendar year the Engineer renders one hundred (100) days of compensated service (in excess of 8-hours remains as one day), and during the said eight or more years of continuous service renders service of not less than eight hundred twenty-five (825) days.

17.5 Each Engineer have seventeen or more years continuous service will be qualified for an annual vacation of four weeks with pay (or pay in lieu thereof) if during the preceding calendar year the Engineer renders one hundred (100) days of compensated service (in excess of 8-hours remains as one day), and during the said 17 or more years of continuous service renders service of not less than 1725 days.

17.6 Each Engineer have twenty-five or more years continuous service will be qualified for an annual vacation of five weeks with pay (or pay in lieu thereof) if during the preceding calendar year the Engineer renders one hundred (100) days of compensated service (in excess of 8-hours remains as one day), and during the said 25 or more years of continuous service renders service of not less than 2365 days.

17.7 Calendar days on which an Engineer on an extra list is available for service and on which days he performs no service, not exceeding 60 such days will be included, also calendar days not in excess of 30 such days on which an Engineer is absent from and unable to perform service because of injury received on duty will be included and counted as days of compensated service toward qualifying days.

17.8 Where an Engineer has become a member of the Armed Services of the United States shall be qualified for the respective vacation based on continuous service, this whether or not compensated service days are met and/or whether or not the number of days continuous service has been accumulated. Such Engineer shall be considered as having acquired the minimum number of days in railroad service while in the Armed Services.

17.9 Each Engineer will receive 40 hours at the straight time hourly rate or 1/52 of his last year's earnings, whichever is greater, for each vacation week.

- 17.10 Each Engineer will submit a vacation request form by November 15 of each year specifying his vacation preference for the following calendar year. Any Engineer who fails to submit a vacation request form by the November 15 deadline will be assigned his vacation by the Carrier.
- 17.11 Based upon the vacation request forms received, the Carrier will schedule vacations as evenly as possible throughout the following calendar year. Preference for vacation assignment will be accommodated on a seniority basis. No Engineer will be assigned more than 3 weeks vacation during the months of July and August.
- 17.12 All vacation periods will begin on Sunday and end on Saturday. Engineers in Local Service with rest days other than Saturday and Sunday may, upon request to the Carrier, start vacation periods to coincide with rest days.

Article 18. Holidays

18.1 There will be 11 paid holidays during each year as follows:

- | | |
|-----------------|------------------------|
| New Years Day | Labor Day |
| Presidents' Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve* |
| Fourth of July | Christmas Day |
| | New Year's Eve** |

*(the day before Christmas is observed)

** (the day before New Year's is observed)

- 18.2 To be eligible for holiday pay, Engineers must either work or be available for work on the last work day before and the first work day after the holiday. If scheduled to work the holiday, Engineers must protect the assignments in order to be eligible for holiday pay. Personal Leave Days will not be considered work days. Engineers who are displaced during a holiday eligibility period and who fulfill the requirements of paragraph 11.2 of this Agreement will not lose eligibility for holiday pay.
- 18.3 When Personal Leave Days are taken immediately prior or subsequent to a holiday, they will not be used to determine eligibility for payment under this Article. The work days referred to in paragraph 18.2 will be the work days immediately prior or subsequent to the Personal Leave Days.
- 18.4 An eligible Engineer not working on a holiday will be allowed 8 hours at the hourly rate.
- 18.5 Engineers working Local Assignments on a holiday will be paid one and one half the hourly rate for all service performed in addition to the holiday allowance provided for in paragraph 18.4 of this Article. Engineers working Road Assignments will be paid in accordance with the provisions

of Article 3 of this Agreement in addition to the holiday allowance provided for in 18.4 of this Article.

- 18.6 A holiday which falls during a vacation period will not be used to extend that vacation period. Engineers will be allowed 8 hours pay at the hourly rate in addition to their vacation allowance, subject to the provisions of paragraph 18.2 of this Article.
- 18.7 Engineers on Spare List Assignments will be eligible for the holiday pay provided for in paragraph 18.4 of this Article if they work or are available for work the day before, the day of, and the day following the holiday. Personal Leave Days will be by-passed in determining availability. Engineers on Spare List Assignments who work on a holiday will be paid for their service in accordance with the provisions of paragraph 18.5 of this Article.
- 18.8 Eligibility for holiday pay as described in paragraphs 18.4 and 18.5 will be determined by the date that Engineers are scheduled to work and will not be affected by set-backs or temporary changes in assignments.

Article 19. Jury Duty

- 19.1 When Engineers are summoned for jury duty and required to lose time from their assignments as a result thereof, they shall be paid for actual time lost with a maximum of 8 hours at the straight time hourly rate. No jury duty pay will be allowed for any day on which Engineers are otherwise entitled to vacation or holiday pay.
- 19.2 Engineers who are called for jury duty during a period of scheduled vacation will be allowed to re-schedule the vacation period affected.

Article 20. Leave of Absence

- 20.1 Engineers with 1 year or more years of continuous service may request leaves of absence. This will not include Leaves of Absence granted under paragraph 20.5 of this Article.
- 20.2 Requests for leaves of absence or extensions thereof must be in writing to the General Manager with a copy to the General Chairman.
- 20.3 Except as specified below, leaves of absence or extensions thereof will be limited to a minimum of 14 days and a maximum of 6 months, unless mutually agreed-to by the Parties.
- 20.4 Requests for leaves of absence or extensions thereof will only be considered when the needs of the service allow. If a request for a leave of absence or extension thereof is denied, such denial will be in writing with a copy to the General Chairman.

- 20.5 Engineers appointed to official positions with the Carrier or who accept a full-time Union position will be granted leaves of absence for the duration of the assignment.
- 20.6 Engineers returning from leaves of absence as specified in paragraph 20.3 of this Article must report for duty upon the expiration of leave or extension thereof. Failure to return to duty or to provide satisfactory reasons for not doing so will result in forfeiture of seniority.
- 20.7 Engineers returning from leaves of absence as specified in paragraph 20.5 of this Article must report for duty within 30 days from the conclusion of their assignments and the expiration of leave or be subject to the provisions of paragraph 20.6 of this Article.
- 20.8 Unless mitigating circumstances otherwise dictate, Engineers who absent themselves for 14 days or more without written authorized leaves of absence as provided in this Article will forfeit their seniority. When any Engineer has been absent without written authority for 7 days, the Engineer and the BLE General Chairman will be notified in writing.
- 20.9 Leaves of Absence are not required when Engineers are unable to perform service due to a bona fide sickness or injury.

Article 21. Retention of Seniority

- 21.1 Engineers who accept official positions with the Carrier or the Brotherhood of Locomotive Engineers will retain and accumulate seniority.

Article 22. Attending Court, Inquests, Investigations

- 22.1 Engineers required to attend court, inquests, investigations, etc., by or on behalf of the Carrier without losing time from their assignments will be paid for actual time consumed at the straight time hourly rate, will be allowed payment of the Travel Mileage Allowance specified in Article 3 of this Agreement, and will be allowed actual necessary expenses incurred, with the understanding that Engineers will furnish written receipt for such expenses before being reimbursed.
- 22.2 Engineers required to attend court, inquests, investigations, etc., by or on behalf of the Carrier and prevented from working their assignments will be paid for all time lost, will be allowed payment of the Personal Auto Expense specified in Article 3 of this Agreement, and will be allowed actual necessary expenses incurred, with the understanding that Engineers will furnish written receipt for such expenses before being reimbursed.
- 22.3 It is understood that the provisions of this Article do not apply in the case of Engineers attending hearings where they are disciplined.

Article 23. Held Away From Home Terminal

- 23.1 Engineers in unassigned road service may be held at away from home terminal for up to 14 hours without pay. After this period, Engineers will be paid the straight time hourly rate for all time held at away from home terminal up to a maximum of 8 hours in any 22 hour period.
- 23.2 Held Away From Home Terminal time, both unpaid and paid, will be computed from the time pay ceases on the incoming trip until the time pay commences on the next outgoing trip, whether in actual freight service or by transportation.
- 23.3 Time paid for under paragraph 23.1 of this Article will not be used to complete hours on duty specified in paragraph 2.4 of this Agreement.

Article 24. Reverse Lodging

- 24.1 Regularly assigned Engineers who reside at the away from home terminal of a particular run or assignment, may if they so desire, receive lodging at the home terminal instead of the away from home terminal, provided: (1) They notify the Carrier prior to each trip of their desire to do so, and (2) Carrier lodging is available.

Article 25. Cancellation/Abolishment

- 25.1 (a) The Carrier has the right to cancel any Local Assignment provided the Engineers affected are notified at least 4 hours prior to scheduled on-duty time.
- (b) The Carrier has the right to cancel any Road Assignment at both the home and away-from-home terminal provided Engineers affected are notified at least 4 hours prior to scheduled on-duty time.

The Carrier has the right to cancel any Road Assignment at the away-from-terminal provided Engineers are notified at least 4 hours prior to the scheduled on-duty time at the home terminal. Road Assignments so canceled at away-from-home terminal will go on-duty and off-duty at the home terminal and will be paid as a Local Assignment.

The Carrier has the right to cancel the return trip of any Road Assignment enroute and return the Assignment to its home terminal. Road Assignments so canceled enroute will be paid time consumed to the turning point, not less than the applicable minimum days specified in paragraph 2.4 (b) or (c), and time consumed to the home terminal with a minimum of 8 hours.

The Carrier has the right to cancel the return trip of any Road Assignment at the away-from-terminal and transport the Assignment to its home terminal. Road

assignments so canceled at the away-from-terminal will be paid actual time consumed to the home terminal with a minimum of 8 hours.

- (c) In case of holiday cancellations, as much prior notice in excess of the minimum required 4 hours as possible will be given.

25.2 The Carrier has the right to abolish any assignment provided the Engineers affected are notified at least 8 hours prior to scheduled on duty time.

25.3 Engineers affected by the cancellation of their assignment will be paid the number of hours necessary to meet the applicable guarantee of Article 36 of this Agreement. Engineers who, due to cancellations, miss two tours of duty in a 30-day period, exclusive of holidays may exercise displacement rights.

25.4 Engineers affected by abolishment of their assignments will be paid for the number of hours necessary to meet the applicable guarantee of Article 36 of this Agreement. Engineers whose assignments are abolished must fulfill requirements of Article 11 of this Agreement.

25.5 The prior notice provisions of this Article will not apply when the Carrier must cancel Assignments due to emergencies such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute not involving the parties to this Agreement, provided the Carriers operations are suspended in whole or in part. Such assignments will be restored as soon as possible once the emergency has ended. The provisions of Article 36 of this Agreement will not apply to Engineers whose assignments are canceled under this paragraph.

Article 26. Meal Period/Allowance/Lodging

26.1 Local and Road Service assignments will be designated reasonable duty-free time period without deduction in pay during which to take their meals. It is understood that the meal period will not start until Engineers have been on duty at least 4 hours.

26.2 All Engineers in Road Service will receive a \$10.00 meal allowance when held away from home terminal between 4 and 14 hours. An additional \$5.00 meal allowance will be paid for each 8 hour period, or portion thereof, held beyond the first 14 hours. A facility where meals can be obtained will be made available at all locations where lodging is provided.

26.3 All Engineers in Road Service will be provided suitable lodging accommodations (single occupancy) by the Carrier at the away from home terminal, subject to the provisions of Article 24 of this Agreement. Upon request of a Duly Accredited Representative, the Parties will meet to review the suitability of lodging accommodations.

Article 27. Crew Office Procedures/Spare Lists

- 27.1 Crew Office Format and Procedures
- 27.2 Spare Lists
- 27.3 Marking Up on Spare Lists
- 27.4 General Calling Procedures
- 27.5 Failure to Respond to Call
- 27.6 Called Not Used
- 27.7 Marking Off
- 27.8 Undisturbed Rest
- 27.9 Vacancies at Outlying Points
- 27.10 Run Around
- 27.11 Spare List Guarantee
- 27.12 Supplemental Spare Lists
- 27.13 Use of Regular Engineers

27.1 Crew Office Format and Procedures

- (a) Engineers must provide themselves with a telephone or electronic pager (beeper). Engineers must provide the Carrier with their telephone and/or beeper numbers. Engineers must advise the Crew Office whether they will be using a telephone, beeper, or both to receive calls.
- (b) Toll-free telephone number(s) will be available to Engineers for the Conduct of Crew Office business.
- (c) The Carrier will keep records of all Crew Office business transacted between Engineers and the Carrier.
- (d) A designated ST Official or his representative will be available 24 hours a day to permit reasonable mark offs.
- (e) Carrier will provide a Spare List Activity Report to BLE Local Chairmen on a weekly basis, such reports to include any official trains run pursuant to paragraph 27.4(b) of this Agreement.

27.2 Spare Lists

- (a) Spare list locations and calling procedures are hereby established as specified in Appendix "B" of this Agreement and vacancies will be filled in accordance with those procedures.
- (b) Lists of spare Engineers will be maintained at various locations in order to fill vacancies and extra assignments. A sufficient number of Engineers will be maintained on the spare lists to allow reasonable mark off privileges for all Engineers.
- (c) Positions on spare lists will be considered regular assignments and will be advertised as such.

- (d) The Carrier has the right to regulate spare lists. Spare lists will be adjusted on Friday to be effective at 0001 hours on Sunday. The work week for spare lists Engineers will begin at 0001 hours on Sunday and extend through Saturday. The number of Engineers on a spare list will not be reduced prior to adjustment day, except under extraordinary circumstances and not without the concurrence of the BLE Local Chairman. When it is necessary to reduce the number of positions on a spare list, reductions will be made in reverse order of seniority.
- (e) Existing spare lists will not be abolished and/or new spare lists established except by mutual agreement.
- (f) It is understood that the location where Engineers are required to report for train service or transportation will determine the spare list from which the Engineers will be called.

27.3 Marking Up on Spare Lists

- (a) Engineers on spare lists will be marked up in the order of the completion of their assignments plus any associated travel time, but in no case sooner than the completion of the minimum day specified in paragraph 2.4 of this Agreement.
- (b) Spare Engineers must mark up on their spare lists within 3 hours from the completion of their previous assignment.
- (c) When more than one Engineer marks up on the same spare lists at the same time, they will be placed on the spare list in the order they were called for their previous assignments.

- (d) Engineers who fail to mark up within the 3 hours specified above will be placed at the bottom of the spare list when they actually mark up.
- (e) When more than one Engineer is added to a single spare list as a result of being awarded Spare List Assignments in accordance with Article 8 of this Agreement, they will be placed on the spare list in seniority order.
- (f) Engineers exercising displacement rights to spare lists will be placed at the bottom of the spare list at the time of displacement.
- (g) Spare Engineers who, upon being reduced or displaced from a spare list and exercising seniority to another spare list, request the right of recall, will be recalled to their original spare list when it calls for an increase in position. Such recalls will be made in seniority order.

27.4 General Calling Procedures

- (a) Unless otherwise provided, all calls will be made on one day or one trip basis.
- (b) The only spare Engineers who will not be called on the first in, first out basis will be Engineers for trains carrying Railroad Officials in non-revenue service for which the Carrier has the right to select any Engineer. Any regular Engineer so selected will not be subject to a loss of earnings. In the case of an Engineer selected who is not an Engineer under the Scope of this Agreement, the Carrier will allow 8 hours pay for each separate tour of duty over and above all other earnings to the Engineer(s) specified by the Organization. These hours will not be used to offset any guarantees due under the terms of this Agreement.
- (c) Calling time will be as close as possible to 2 hours prior to the reporting time of the assignment. Driving time from the spare list location to an outlying terminal will be added to the call time. It is understood that Engineers called less than 2 hours prior to the reporting time will be allowed 2 hours plus the applicable driving time to report for duty. Such Engineers' time will commence when they actually report for duty. Engineers's names will not be removed from the spare list prior to the calling time of the assignment worked.
- (d) If two or more assignments are to be called which have the same advance calling time, the Engineer first out on the spare list will have his choice of the assignments. The Crew Office will advise Engineers if they have a choice of assignments with the same advance calling time.

- (e) When Engineers are called for an assignment, the Crew Office will advise as to the time they are to report, the designated terminal(s), the primary work function of the assignment, the type of service (Local or Road), and whether the assignment is for one day or further notice.
- (f) The Crew Office will, when calling Engineers for duty, allow the telephone to ring 10 times and/or wait 10 minutes after calling the beeper number before considering Engineers to have missed call. In the case of a busy signal, repeated attempts will be made for 10 minutes before considering Engineers to have missed call.
- (g) The specific steps for calling vacancies covered by particular spare lists are contained within Appendix "B" of this Agreement.

27.5 Failure to Respond to Call

- (a) Engineers who do not respond to call for assignments in their spare list territory will lose their position on the list and be held off the list for 12 hours.
- (b) Engineers further down the spare list who fail to respond to call for the same assignment will be dropped to the bottom of the list but will not be held off the list.

27.6 Called Not Used

- (a) Engineers called for service and notified before arrival at reporting point that they will not be needed will retain their position on the spare list without compensation.
- (b) Engineers called and reporting for service and notified within 15 minutes after the scheduled reporting time that they will not be needed will retain their position on the spare list and will be paid 3 hours plus travel allowance, if any.
- (c) Engineers called and reporting for service and notified after 15 minutes from the scheduled reporting time that they will not be needed will be placed at the bottom of the spare list and will be paid 8 hours plus travel allowance, if any.

- (d) Calls made to other spare Engineers between the calls and the returns to the spare list specified in (a) and (b) above will not be the subject of any claims for time.

27.7 Marking Off

- (a) Except in case of sickness, regular Engineers marking off will be marked off for a specified period time (minimum 1 round trip or tour of duty) and will protect their regular assignments following the expiration of the specified time.
- (b) Except in the case of sickness, spare list Engineers marking off will be marked off for a specified number of hours (minimum of 12) and will be returned to the bottom of the spare list at the expiration of the specified time.
- (c) Regular Engineers marked off sick must notify the Crew Office of their return to duty at least 3 hours in advance of the starting time of their regular assignments.
- (d) Spare list Engineers marked off sick will notify the Crew Office of their availability for service and will be returned to the bottom of the spare list at that time.
- (e) Regular and spare Engineers may, at their option, accept assignments while marked off if all other calling steps have been exhausted.
- (f) Engineers marking off during their tour of duty will be paid actual time worked.

27.8 Undisturbed Rest

- (a) Spare Engineers who complete a tour of duty of 10 consecutive hours or more may request 8 hours of undisturbed rest. Spare Engineers who request 8 hours of undisturbed rest will be granted same, and will retain their position in the spare list unless needed between the 8th and 10th hours, in which case they will be dropped to the bottom of the list.
- (b) Spare Engineers who complete a tour of duty of 12 consecutive hours or more may request 10 hours of undisturbed rest. Spare Engineers who request 10 hours of undisturbed rest will be granted same, and will retain their position in the spare list unless needed between the 10th and 12th hours, in which case they will be dropped to the bottom of the list.
- (c) "Undisturbed rest" provides that the calling time, as specified in paragraph 27.4(c) of this Agreement, will be at the expiration of the requested rest period.

27.9 Vacancies at Outlying Points

- (a) If an outpost assignment is known to be open for 2 days or more, the spare Engineer in line for the call may be required to cover the assignment until the assignment's regular assigned rest days, the regular Engineer returns, or the assignment is canceled, whichever occurs first. Spare Engineers called for vacancies at Outlying Points will be paid Travel Mileage Allowance on the first day to the assignment and the last day for return from the assignment. Personal Auto Expenses will be paid on all intermediate days. The senior Engineer on the spare list making the request may opt to take the outpost assignment and will be allowed to do so. Such senior Engineer will take all the conditions of the assignment will be considered to be the regularly assigned Engineer for the duration of the vacancy.
- (b) Spare Engineers covering further notice vacancies will be returned to the bottom of the spare list when the regular Engineers notify the Crew Office of their intention to report for duty.
- (c) After a spare Engineer covering a further notice vacancy has returned to the spare list pursuant to paragraph 27.9(b) of this Agreement, and the regular Engineer does not report for duty, the vacancy will be filled the second time by the spare Engineer first out on the appropriate spare list at the proper calling time of the assignment.
- (d) Spare Engineers who mark off in the face of a call for a vacancy at an outlying point or who miss such call will be required to cover such vacancy when they return to work. When Traveling is involved, the Engineer who should have been called for the assignment will not be paid for Traveling. The Carrier will only pay the same amount for Traveling as would have been paid if the proper Engineer had taken the assignment in the first place.
- (e) It is recognized that the specifics of this paragraph may not address the particular needs of every spare list. The special needs of individual spare lists will be addressed within Appendix "B".

27.10 Run Around on Spare List

- (a) Engineers who are not used in the proper order will be allowed lost earnings with a minimum of 4 hours pay.

27.11 Spare List Guarantee

- (a) Engineers on spare lists will be guaranteed 56 hours pay at the straight time hourly rate per week.

- (b) This guarantee will be reduced for each calendar day or portion thereof spare Engineers are not available for service (exclusive of rest periods and missed call penalties). Spare Engineers who lose their position on the spare list pursuant to paragraph 27.8(a) and (b) of this Agreement will likewise have their guarantee reduced by 8 hours.
- (c) This guarantee will be offset by all payments (including holidays) accruing to assignments worked during the work week and by any payments made pursuant to paragraph 27.6(b) and (c) of this Agreement, exclusive of Travel Mileage and Personal Auto Expenses.
- (d) Offsets of spare list guarantee will also be made for assignments refused, missed on call, or not qualified to cover as follows:
 - Assignment on home spare list territory refused, missed on call or not qualified to cover, guarantee offset by the earnings of the assignment.
 - Assignment on spare list territory adjacent to home spare list refused, missed on call or not qualified to cover, guarantee offset by 8 hours.
 - Assignment on spare list territory beyond adjacent spare list territory refused, missed on call or not qualified to cover, no offset.
- (e) Spare list Engineers affected by spare list reductions who immediately exercise seniority to another spare list will not lose guarantee as a result of the reduction.
- (f) Engineers who are placed on or displaced from spare lists prior to adjustment day will qualify for the weekly guarantee pro-rated to the number of days actually on the list.
- (g) Engineers who are dropped to the bottom of a spare list pursuant to paragraph 27.5(b) of this Agreement and who do not work in that calendar will forfeit 8 hours guarantee.

27.12 Supplemental Spare Lists

- (a) Regular Engineers may, at their option, mark up on a Supplemental Spare List of their choice at any location where Guaranteed Spare Lists are located on their rest day(s) or days on which their regular assignments are canceled.
- (b) Regular Engineers who desire to place themselves on one of these Supplemental Spare Lists may do so by notifying the Crew Office of their availability for spare work.
- (c) Regular Engineers may mark up on the Supplemental Spare List in the same manner as specified for Spare List Engineers in paragraph 27.3 of this Agreement following their last tour of duty prior to their rest day(s) or after being notified of the cancellation of their assignment.
- (d) Regular Engineers will rank on the Supplemental Spare Lists in the order of the time and date they notify the Crew Office of their availability for spare work and will be called for service on a first in, first out basis.
- (e) Regular Engineers marking up on a Supplemental Spare List will be considered available for all spare work until 8 hours prior to the next on-duty time of their regular assignment or they notify the Crew Office that they are not available for further spare work during that particular off duty period.
- (f) Regular Engineers missing call on the Supplemental Spare List will be dropped to the bottom of the list but will not be subject to discipline.
- (g) Regular Engineers at their home terminal who place themselves on a Supplemental Spare List at another terminal will not be paid Travel Mileage Allowance or Personal Auto Expense from their home terminal to the Supplemental Spare List or return. They will be paid Travel Mileage Allowance and/or Personal Auto Expense from the location of the Supplemental Spare List to the work location and return unless the work location is their home terminal.

27.13 Use of Regular Engineers

- (a) Regularly assigned Engineers may be used in accordance with all calling procedures and in seniority order to cover other assignments in advance of their regular reporting time or on their rest day(s). Regularly assigned Engineers who accept such other assignments and are, therefore, unable to cover their regular assignments will be made whole for any loss of earnings, provided they remain available for service

until their regular assignment next goes off duty at the home terminal.

- (b) Regular assigned Engineers who accept assignments pursuant to paragraph 27.13(a) of this Agreement will be allowed Travel Mileage Allowance and/or Personal Auto Expense from their home terminals to the work location and return.

Article 28. Determination of Physical Fitness

- 28.1 Engineers will report for periodic or special physical examinations as scheduled by the Carrier.
- 28.2 Engineers required to report for physical examination will be paid in accordance with Article 7 of this Agreement.
- 28.3 Engineers absent from their assignment and under the care of a physician may be required to produce verification from the physician as to the Engineers' inability to work.
- 28.4 The discretion of the Carrier to require authorization to return to service from illness or injury will not be abused.

Article 29. Physical Condition - Board of Doctors

- 29.1 When an Engineer covered by this Agreement has been removed from or is withheld from service on account of his physical condition and the Organization desires the question of his physical fitness to be finally decided before he is permanently removed from his position or restricted from resuming service, the case shall be handled in the following manner:
 - (a) The General Chairman will bring the matter to the attention of the Director of Labor Relations. He and the General Chairman shall then each select a doctor to represent them, each notifying the other of the name and address of the doctors selected. The two (2) doctors thus selected shall confer and if they disagree on the nature of the illness, they shall appoint a third doctor.
 - (b) Such Board of Doctors shall then fix a time and place for the Engineer to meet them. After completion of the examination they shall make a report in quadruplicate: (1) copy to be sent to the Medical Director, one (1) copy to the Director of Labor Relations of the Springfield Terminal Railway Company, one (1) copy to the General Chairman and one (1) copy to the Engineer.
 - (c) The decision of the Board of Doctors on the physical fitness of the Engineer to continue in his regular occupation or to resume service shall be final, but this does not mean that a change in physical condition shall preclude a re-examination at a later time.

- (d) The doctors selected for such board shall be experts in the disease from which the Engineer is alleged to be suffering, and they shall be located at a convenient point so that it will only be necessary for the Engineer to travel a minimum distance, and if possible, not be away from home for a longer period of time than one (1) day.
- (e) Springfield Terminal Railway Company and the Engineer shall each defray the expenses of its respective appointee. At the time their report is made, a bill for the fee, and traveling expenses if there are any, of the third appointee should be made in duplicate and one (1) copy sent to the Medical Director and one (1) copy sent to the General Chairman. Springfield Terminal Railway Company and the Organization shall each pay one-half of the fee and traveling expenses of the third appointee.

29.2 It is understood that the provision of this Article will not apply to job-related illnesses or injuries.

Article 30. Furlough/Recall From Furlough

- 30.1 Engineers unable to exercise seniority will be considered furloughed.
 - (a) Prior Rights Engineers will not be required to exercise seniority away from their prior rights road.
- 30.2 Furloughed Engineers will retain and accumulate seniority.
- 30.3 Furloughed Engineers will advise the Carrier Official in charge of the Crew Office in writing of any changes in mailing address and/or telephone number.
- 30.4 Engineers will be recalled from furlough in seniority order. Recall will be by telephone confirmed by letter sent Certified Mail, Return Receipt Requested.
- 30.5 Except as specified below, Engineers recalled from furlough must report for duty within fifteen (15) days after being notified by telephone.
- 30.6 Furloughed Engineers who may be working in another craft on ST must respond to recall immediately.
- 30.7 Engineers who cannot be recalled from furlough due to failure to comply with paragraph 30.3 or who are recalled and fail to comply with paragraph 30.5 will forfeit their Engineer seniority.
- 30.8 The fifteen (15) days referred in this Article may be extended due to circumstances beyond the control of the Engineer.

Article 31. Locomotive Conditions/Terminal Facilities

31.1 Locomotives released from a locomotive maintenance facility will be prepared for service as follows:

- (a) working heaters
- (b) proper weather stripping (seasonal)
- (c) sufficient crew packs
- (d) snow brooms (seasonal)
- (e) cleaned toilets (for units equipped with toilets)
- (f) adjustable seats with cushions, backrests, and armrests of adequate dimensions.
- (g) supplied with fuel, sand, water and all necessary supplies
- (h) drinking water
- (i) clean cab windows and interior

31.2 Engineers will not be required to leave their originating terminal if:

- (a) there are insufficient seats on the locomotive consist
- (b) there is insufficient heat (as defined by the F.R.A.) on the locomotive(s) where the crew is required to ride, or
- (c) the locomotive consist is without drinking water or a toilet.
- (d) This paragraph 31.2 will be evoked only in good faith and where a reasonable person would conclude that the Carrier is in substantial noncompliance. Engineers will notify the Carrier-designated representative at the earliest possible time of any existing or potential insufficiencies which may lead to invocation of this paragraph.

31.3 Terminals will have facilities where Engineers may be protected from the weather which will be equipped as follows:

- (a) lights
- (b) heat (seasonal)
- (c) toilet
- (d) crew packs
- (e) drinking water
- (f) phone
- (g) sufficient chairs
- (h) table
- (i) lockers will be maintained at terminals which have lockers on the effective date of this Agreement.

31.4 Notwithstanding the provisions of Article 40 of this Agreement, the Memorandum of Understanding concerning ice, effective December 21, 1993, will remain in effect.

Article 32. Employment of Restricted Engineers

32.1 In the event an Engineers is medically restricted by the Carrier, the Carrier will make every effort to place the

Engineer on a position consistent with the restriction.

Article 33. Health and Welfare

- 33.1 The Carrier agrees to provide insurance coverage to Engineers on the first day of the month following the effective date of this Agreement under Travelers Group Policies GA-23000 and GA-46000 (as amended in 1991) and dental coverage under Aetna Group Policy 12000.
- 33.2 If the Carrier elects to select another insurer in lieu of Travelers and/or Aetna and such insurer will provide the same level of benefits, BLE agrees not to oppose such change provided the matter is the subject of discussion between the Carrier and the Organization.
- 33.3 In the event of a change in insurer as described above, new booklets outlining benefits and procedures will be provided to Engineers by the Carrier.

Article 34. Structure of Assignments

- 34.1 In creating assignments to cover all Local and Road service needs, the following priorities will be required:
- (a) Local Service
 - 1st priority - regular 5-day service with single terminal and time.
 - 2nd priority - regular 5-day service with variable terminals and times.
 - 3rd priority - 5-day combination service as defined in paragraph 34.2 below.
 - 4th priority - regular 6-day service at single outlying terminals.
 - 5th priority - 6-day combination service as defined in paragraph 34.2 below.
 - (b) Road Service
 - 1st priority - regular service with established terminals and times.
 - 2nd priority - regular service with variable terminals and times.
 - 3rd priority - combination service as defined in paragraph 34.2 below.
- 34.2 When it is not possible to establish regular assignments to cover all the Local and Road and service requirements, the Carrier may establish regular assignments in combined Local and Road service. These combined service assignments may, on different days, have different starting times and may have different terminals for going on and off duty. Where variable terminals are required, a single reporting point will be established by advertisement and Personal Auto Expenses will be allowed from that point to the variable terminals and return. Variable terminals for any given assignment will be located within a single Spare list territory. All combined service assignments will be

considered Local assignments and will be paid accordingly.

- 34.3 Upon request of a duly accredited representative, the Parties will meet to review the structure of assignments.
- 34.4 At locations where Local Assignments are structured so that their Primary Work Function is general classification and they operate 24 hours a day, one shift relieving another, the starting times for such relieving assignments will be 0630 and 0800 hours; 1430 hours and 1600 hours; 2230 hours and 2400 hours. This will not preclude the Carrier from establishing a non-relieving Local Assignment with a starting time outside the above parameters.

Article 35. Intraseniority District Service

- 35.1 So long as Engineers hold Prior Rights as provided in paragraph 5.5 of this Agreement, Local and Road Service assignments which encompass more than one prior rights district will be handled as follows:
- (a) Local assignments will be advertised to the prior rights district in which the designated terminal is located.
 - (b) Road assignments will be advertised to the prior rights district in which the majority of miles, based upon the time table mileage between designated terminals, is located.
 - (c) Equity will be considered when an affected prior rights Engineer or duly accredited representative so requests. The General Chairman and the Director of Labor Relations, or their designees, will meet to review the particulars of the assignment involved and will fashion a method for achieving equity based upon that review. The equity which accrues to a given Prior Rights District may be banked for use in the event an Intra-Seniority District Service Assignment is changed/abolished before such equity is realized.
 - (d) When an equity method in Road Service is required pursuant to paragraph 35.1(c) above and the home terminal cannot be changed Personal Auto Expenses will be paid under the following conditions:
 - 1. Such expense will be paid on the first and last day of the equity method only.
 - 2. Engineer(s) involved will drive personal auto to the home terminal of the assignment.
 - 3. Engineer(s) involved will use the reverse lodging provisions of Article 24 of this Agreement.

Article 36. Guaranteed Work Week

- 36.1 All regular assigned Engineers, except Spare List Engineers, who lose time due to cancellations (other than emergency) or abolishments, will be allowed payment necessary to guarantee them 40 hours pay at the straight time hourly rate.
- 36.2 To protect this guarantee, Engineers who are canceled will place themselves on a Supplemental Spare List and will accept assignment from that list until the scheduled off-duty time of the canceled assignment at the home terminal. Engineers who are abolished will first fulfill the requirements of Article 11 of this Agreement and then place themselves on a Supplemental Spare List in accordance with paragraph 27.12 of this Agreement.

Article 37. Dues Deduction

- 37.1 Subject to the conditions herein set forth, the carrier will withhold and deduct from wages due engineers represented by the Union amounts equal to periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Union.
- 37.2 No such deduction shall be made except from the wages of an engineer who has executed and furnished to the Union a written assignment, in the manner and form herein provided, of such periodic dues, initiation fees and assessment. Such assignment shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be irrevocable for one year from the date of its execution, or until the termination of this Article, or until the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner.
- 37.3 Deductions as provided herein will be made by the carrier in accordance with a deduction list furnished by the Union to Manager of Payroll. Thereafter a list containing any additions or deletions of names, or changes in amount, shall be furnished by the Union to the Manager of Payroll on or before the 10th day of the month in which the deductions thereon are to become effective. The engineers whose names are on such lists shall in all cases be engineers who have executed wage assignments as provided herein and which assignments are unrevoked on the date the list is delivered.
- 37.4 Deductions as provided for herein will be made by the carrier from wages due engineers only once a month and then only on the third payroll week in the month. The carrier will pay, by draft, to the order of the Secretary Treasurer, Brotherhood of Locomotive Engineers the total amount of such deductions on or before the 20th day of the month following the payroll period in which such deductions are made. With said draft, the carrier shall forward to the Union a list setting forth deductions which were actually made.
- 37.5 No deduction will be made from the wages of any engineer who does not have due to him for the pay period specified and

amount equal to the sum to be deducted in accordance with this Article, after all deductions for the following purposes have been made:

1. Final settlement drafts and non-negotiable wage payment orders.
2. Payroll Taxes required by law.
3. Railroad Retirement Board.
4. Garnishees and wage assignments, percent required by law.
5. Group Insurance, if any.
6. Amounts due for supplies, rents and utilities furnished by the Railroad.
7. Safety Shoes.
8. Employee Credit Union.

37.6 Responsibility of the carrier under this Article shall be limited to remitting to the Union amounts actually deducted from the wages of engineers pursuant to this Article and the carrier shall not be responsible, financially or otherwise, of failure to make proper deductions. Any questions arising as to the correctness of the amount deducted shall be handled between the engineer involved and the Union, and any complaints against the carrier in connection therewith shall be handled by the Union on behalf of the engineer concerned.

37.7 An engineer who has executed and furnished to the Union an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but if the engineer does not so revoke the assignment it shall be considered as re-executed and may not be revoked for an additional period of one year, unless within such year this Article or the rules and working conditions agreement between the parties hereto is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the engineer shall execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignment shall be in writing and on the form specified in Attachment "B" hereto, and both the assignment and revocation of assignment forms shall be reproduced and furnished as necessary by the Union without cost to the Carrier. The Union shall assume full responsibility for the procurement of the execution of said forms by engineers, and for the delivery of said forms to the carrier when the carrier so requests.

37.8 No part of this Article shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any engineer and no part of this or any other Article between carrier and the Union shall be used as a basis for a grievance or time claim by or in behalf of any engineer predicated upon the alleged violation of, or misapplication or non-compliance with, any part of this Article.

37.9 The Union shall indemnify, defend and save harmless the carrier from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Article.

ATTACHMENT "A"

WAGE DEDUCTION AUTHORIZATION

SPRINGFIELD TERMINAL RAILWAY COMPANY
AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Audit Number _____/Line _____ Social Security Number _____

Engineer's Last Name (Print) _____ First Name _____ Middle Initial _____

Engineer's Home Address Street and Number _____ Town _____ State _____ Zip _____

I hereby assign to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay initiation fees, periodic dues and assessments (not including fines and penalties) as certified to the carrier by the Union as provided in the Deduction Agreement, entered into by the carrier and the Union on April 2, 1995; and I authorize the carrier to deduct such sum from my wages and pay it over to the Union in accordance with the Deduction Agreement.

Date _____ Signature _____ Division No. _____

ATTACHMENT "B"

WAGE ASSIGNMENT REVOCATION

SPRINGFIELD TERMINAL RAILWAY COMPANY
AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Audit Number _____/Line _____ Social Security Number _____

Engineer's Last Name (Print) _____ First Name _____ Middle Initial _____

Engineer's Home Address Street and Number _____ Town _____ State _____ Zip _____

Effective in the next calendar month, I hereby revoke the Wage Authorization now in effect assigning to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay my periodic dues and assessments (not including fines and penalties), and hereby cancel the Authorization.

Date _____ Signature _____ Division No. _____

Article 38. Union Shop Agreement

This agreement made and entered into by and between the Brotherhood of Locomotive Engineers, hereinafter referred to as the Organization, and Springfield Terminal Railway Company.

WITNESSETH:

- 38.1 Subject to the terms and conditions hereafter set forth, as a condition of continued employment, within sixty calendar days following the date on which they first perform compensated service, or within sixty days of the effective date of this agreement, whichever is later, all engineers in a class or craft represented by the Organization, shall become and remain members of the Organization; provided that this agreement shall not require such condition of employment with respect to engineers to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to employees to whom membership has been denied or terminated for any reason other than failure of the engineer to tender periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.
- 38.2 The requirement of membership in the Organization provided for herein shall not be applicable to present and future engineers in engine, train, yard or hostling service, who maintain membership in any one of the other labor organizations national in scope, organized in accordance with the Railway Labor Act and admitting to membership engineers engaged in any of said services; provided, that nothing contained in this agreement shall prevent an engineer from changing membership from one organization to another organization admitting to membership engineers of a class or craft in any of the said services.
- 38.3 (a) Engineers who are regularly assigned and transferred to classes on the Carrier other than described in Paragraph 38.1 hereof will not be compelled to maintain membership as provided for in this agreement so long as they remain in such other classes, but may do so at their option.
- (b) Engineers on furlough military or otherwise, and engineers who through injury or failing health become unable to continue in active service shall not be subject to Paragraph 38.1 hereof provided that on or before the first day of the first month following their return to service said engineers shall have complied with the membership requirements of this agreement.

38.4 The Organization will account for the engineers in class or craft described in Paragraph 38.1, and will independently ascertain the status of such engineers under membership requirements of this agreement. The Carrier shall, however, furnish to the designated representative of the Organization, within ten calendar days of the beginning of employment, the names and addresses of all engineers entering the service in class described in Paragraph 38.1 after the effective date of this agreement.

38.5 (a) The General Chairman if the Organization will notify the Carrier in writing the identity of any engineers whose employment under the agreement between the parties hereto he requests be terminated by reason of failure to comply with the terms of this agreement. Upon receipt of such notice and request, the Carrier will, as promptly as possible but within ten calendars of such receipt, notify the engineer concerned in writing that he is charged with failure to comply with the terms of this agreement. Copy of such notice shall be given to the General Chairman of the Organization. Any engineer so notified who disputed the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of such notice, request the Carrier in writing to accord him a hearing. Such request shall be honored by the Carrier and date set for hearing as soon as possible, but within ten calendar days of the date of receipt of request therefore. Copy of notice of such hearing shall be given to the General Chairman of the Organization. The receipt by the Carrier of a request for hearing shall operate to stay action on the request of the Organization for termination of employment until the hearing is held and a decision is rendered. In the event the engineer fails to request a hearing as provided for herein, unless the Carrier and the General Chairman of the Organization agree otherwise in writing, the Carrier shall proceed to terminate his employment under the agreement between the parties hereto at the end of a period of thirty calendar days from the receipt of the request from the General Chairman of the Organization.

(b) Based on the evidence produced at the hearing a decision shall be rendered within 5 calendar days of the hearing date and the engineer and the General Chairman of the Organization shall promptly be advised thereof. A transcript of the record at such hearing will be made and a copy thereof shall be furnished to the General Chairman of the Organization. If the decision is that the engineer has not complied with the terms of this agreement, unless the Carrier and the General Chairman of the Organization agree otherwise in writing, his employment shall be terminated within ten calendar days of the date of said decision. All appeals shall be taken within nine calendar days of the date of decision appealed from, and the decision on each appeal

shall be rendered within twenty calendar days of the date the appeal is taken. The decision by the highest officer of the Carrier designated to handle appeals shall be final and binding unless within six months thereafter the dispute shall be submitted to a tribunal having jurisdiction thereof. The General Chairman or his representative shall have the right to be present at and participate in any hearing conducted pursuant to this or any other union shop agreement which involves a member of the Organization.

- (c) Discipline rules contained in existing agreement between Carrier and the Organization shall not apply to cases arising under this agreement.

38.6 In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this Article, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as a result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which aforesaid determination is made or in which case such carrier acts in conclusion with any engineer; provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by engineers whose seniority and employment are terminated by the carrier under the provision of this Article.

38.7 This agreement shall continue in force and effect until altered or canceled in accordance with the terms of the Railway Labor Act, as amended.

Article 39. Certification/Recertification

39.1 The Carrier will afford Engineers who fail the certification/recertification course, in whole or in part, two additional opportunities to retake the failed portions(s) of the certification/re-certification course. Engineers will be re-examined within 10 business days of the first failed attempt to pass the course. If necessary, Engineers will be re-examined within 10 business days of the second failed attempt to pass the course. Upon satisfactory completion of the re-examination, Engineers will be immediately reinstated to service.

39.2 If the third examination is failed, Engineers will, upon request, be given consideration for alternate employment with the Carrier subject to vacancies and qualifications for a period of up to six months. In any case, Engineers shall be placed in an inactive status and all pay, if any, shall cease upon the third failure. Engineers who decline any alternate employment offered by the ST Railway Co. or at the conclusion of the six months period mentioned herein shall have their name(s) removed from the ST Railway CO. Engineers seniority roster.

39.3 When an Engineers' Certification certificate has been suspended because of failure of the Skills Performance Test said Engineer will be handled as follows. When the failure results from any of the following: Violation of Rule G, illegal acts (as defined by 49 CFR 240), Major Violation of an Operating Rule, Tampering, the Engineer will be immediately removed from service and handles under the appropriate discipline procedure in effect. When the suspension of certificate is not associated with a major violation of an operating rule and/or tampering, the Carrier will afford the Engineers two additional opportunities to pass the Skills Performance Test. Notwithstanding anything to the contrary in the Agreement, the following procedures for Re-examination of Skill Performance shall govern the application of Skills Performance Failures and appropriate re-testing:

1. Procedures for the First Re-Examination of Skills Performance

- (a) The Engineer will be immediately relieved from duty upon failure. The Engineer will remain on pay until his arrival at a designated terminal. If relieved from duty at his away-from-home terminal, the Carrier will provide transportation to home terminal without pay. It is understood that the supervisor may operate the train without penalty until another Engineer can be provided.
- (b) Engineers will be re-examined within 10 business days of the first failed attempt to pass the Skills Performance Test.
- (c) Engineers will be in an unpaid status pending the re-examination.
- (d) Remedial training may be scheduled at the sole discretion of the Carrier.
- (e) Upon satisfactory completion of the re-examination, Engineers will be immediately reinstated to service.

2. Procedure for Second Re-Examination of Skills Performance

- (a) Upon failure of the above-referenced re-examination, the BLE General Chairman will be immediately notified. A final Skills Performance Test will be administered within 10 business days by a Supervisor of Engineers in the presence of the BLE General Chairman or his designee.
- (b) Engineers will be in an unpaid status pending the second re-examination.
- (c) Upon satisfactory completion of the re-examination, Engineers will be immediately reinstated to service.
- (d) If the third examination is failed, the provisions of paragraph 39.2 of this Article will apply.

39.4 Certificate/Revoked/Suspended

- (a) An Engineer whose certificate is revoked/suspended pursuant to FRA regulations due to a "serious violation," including, but not limited to, violation of Rule G, illegal acts (as defined by 49 CFR 240), Major Violation of an Operating Rule, tampering, will be ineligible for the minimum period of time as determined by the FRA and shall be afforded consideration for alternate employment with the ST Railway Co. during any period of ineligibility.
- (b) An Engineer whose certificate is revoked/suspended pursuant to FRA regulations for a second incident for a reason other than those in paragraph (a) and the period of ineligibility, as determined by the FRA, is one year, may be provided with remedial training. If a designated Supervisor of Locomotive Engineers evaluates the Engineer and determines that remedial training is appropriate and this training is successfully completed and the Engineer is re-evaluated, the Engineer may be returned to service and his certificate restored after serving a six month period of ineligibility. This Engineer, during the period of ineligibility, will be afforded consideration for alternate employment with the ST Railway Co., which may be granted at the Carrier's sole discretion.
- (c) A Locomotive Engineer whose certificate is revoked/suspended pursuant to FRA regulations for a third incident for a reason other than those in Paragraph (s) above and the period of ineligibility, as determined by the FRA, is greater than one year, will during the period of ineligibility, be afforded consideration for alternative employment with the ST Railway Co., which may be granted at the Carrier's sole discretion subject to the following conditions:
 - (1) The Engineer must be qualified for the vacancy offered. Should the Engineer decline the job

offer, the Carrier shall not be obligated to offer any other employment during the period of ineligibility.

- (2) At the end of the ineligibility period the Engineer returning to service shall be subject to the re-qualification requirements of the Carrier and the FRA.
- (3) At the end of the ineligibility period, if the Engineer elects to remain in any other craft position he shall be removed from the Engineers' seniority roster.

Article 40. Moratorium and Term of Agreement

- 40.1 This Agreement will remain in effect through June 30, 2001, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- 40.2 No party to this Agreement will swerve any notice or proposal under the terms of the Railway Labor Act for the purpose of changing the provisions of this Agreement prior to January 1, 2001, to be effective July 1, 2001.
- 40.3 All proposals in pending notices served by the Organization and the Carrier are hereby withdrawn.
- 40.4 This Article will not bar the Carrier or the Organization from agreeing upon any subject of mutual interest.
- 40.5 This agreement supersedes in their entirety all prior collective agreement, memoranda of agreement, letters of understanding, Carrier letters or local agreements or understandings and constitutes the whole agreement between the parties.

Appendix A

Prior Rights Territories

Boston and Maine Corporation (B)

All trackage west of MP 200 on the Freight Main Line

Boston and Maine Fitchburg Division (BF)

Freight Main Line CPF-WL to CPF 467

Rotterdam Branch

Commuter Zone Fitchburg Route

Boston and Maine Portland Division (BP)

Freight Main Line MP 200 to CPF-BY

Commuter Zone Eastern and Western Routes

Boston and Maine New Hampshire Division (BNH)

Freight Main Line CPF-BY to CPF-WL

Northern Main Line

Commuter Zone New Hampshire Route

Worcester Main Line

Maine Central Railroad

All trackage east of MP 200 on the Freight Main Line

Maine Central Eastern Sub-Division (MES)

All trackage east of Bangor on the Freight Main Line

Bucksport Branch

Maine Central Portland Division (MP)

All trackage Freight Main Line Bangor to MP 200 and connecting lines

Springfield Terminal Company (S)

Any location where Springfield Terminal Railway Company was performing service prior to October 1, 1986.

Appendix B

Spare List Locations and Calling Procedures

Spare List Location: Bangor

Spare List Territory: Freight Main Line Keag to MP 86
Bucksport Branch

Adjacent Spare List(s): Waterville

Calling Procedure:

1. Bangor spare list
2. Bangor supplemental list
3. Waterville spare list
4. Waterville supplemental list
5. Bangor territory regular engineers on rest days
6. Bangor territory regular engineers
7. Waterville territory regular engineers on rest days
8. Waterville territory regular engineers
9. Bangor and Waterville territory engineers on displacement rights
10. Rumford spare list
11. Rumford supplemental list
12. Rigby spare list
13. Rigby supplemental list
14. Rumford territory regular engineers
15. Rigby territory regular engineers
16. Rumford and Rigby territory engineers on displacement rights
17. Demoted engineers
18. Furloughed engineers

NOTE: Calling will be in seniority order except for spare and supplemental list engineers.

Spare List Location: Waterville

Spare List Territory: Freight Main Line MP 86 to MP 148
Hinckley Branch
Madison Industrial Track
East Augusta Industrial Track

Adjacent Spare List(s): Bangor (Primary)
Rumford (Secondary)

Calling Procedure:

1. Waterville spare list
2. Waterville supplemental list
3. Bangor spare list
4. Bangor supplemental list
5. Waterville territory regular engineers on rest days
6. Bangor territory regular engineers on rest days
7. Waterville territory regular engineers
8. Bangor territory regular engineers
9. Rumford spare list
10. Rumford supplemental list
11. Rigby spare list
12. Rigby supplemental list
13. Rumford territory regular engineers
14. Rigby territory regular engineers
15. Engineers on displacement rights
16. Demoted engineers
17. Furloughed engineers

NOTE: Calling will be in seniority order except for spare and supplemental list engineers.

Spare List Location: Rumford

Spare List Territory: Rumford Branch

Adjacent Spare List(s): Waterville (Primary)
Rigby (Secondary)

Calling Procedure:

1. Rumford spare list
2. Rumford supplemental list
3. Rumford territory regular engineers on rest days
4. Rumford territory regular engineers
5. Waterville spare list
6. Waterville supplemental list
7. Rigby spare list
8. Rigby supplemental list
9. Waterville territory regular engineers on rest days
10. Waterville territory regular engineers
11. Rigby territory regular engineers on rest days
12. Bangor spare list
13. Bangor supplemental list
14. Bangor territory regular engineers
15. Engineers on displacement rights
16. Demoted engineers
17. Furloughed engineers

NOTE: Calling will be in seniority order except for spare and supplemental list engineers.

Spare List Location: Rigby

Spare List Territory: Freight Main Line MP 148 to MP 200
Brunswick Branch

Adjacent Spare List(s): Waterville (Primary)
Rumford (Secondary)

Calling Procedure:

1. Rigby spare list
2. Rigby supplemental list
3. Rigby territory regular engineers on rest days
4. Rigby territory regular engineers
5. Waterville spare list
6. Waterville supplemental list
7. Rumford spare list
8. Rumford supplemental list
9. Waterville territory regular engineers
10. Rumford territory regular engineers
11. Rigby territory regular engineers on displacement rights
12. Lawrence spare list
13. Bangor spare list
14. Engineers on displacement rights
15. Demoted engineers
16. Furloughed engineers

NOTE: Calling will be in seniority order except for spare and supplemental list engineers.

Spare List Location: Dover

Spare List Territory: Freight Main Line MP 200 to MP 265
Portsmouth Industrial Track

Outlying Terminals: Portsmouth

Adjacent Spare List(s): Lawrence

Calling Procedure:

1. Dover spare list
2. Dover supplemental list
3. Lawrence spare list
4. Lawrence supplemental list
5. Dover territory regular engineers
6. Rigby spare list
7. Rigby supplemental list
8. Lawrence territory regular engineers
9. Ayer spare list
10. Ayer supplemental list
11. Ayer territory regular engineers
12. Rigby territory regular engineers
13. Engineers on displacement rights
14. Demoted engineers
15. Furloughed engineers

NOTE: Calling will be in seniority order except for spare and supplemental list engineers.

Spare List Location: Lawrence

Spare List Territory: Freight Main Line MP 265 to MP 307
Northern Main Line
Commuter Zone: New Hampshire, Western
and Eastern Routes

Adjacent Spare List(s): Ayer (Primary)
Dover (Secondary)

Calling Procedure:

1. Lawrence spare list
2. Lawrence supplemental list
3. Ayer spare list
4. Ayer supplemental list
5. Dover spare list
6. Dover supplemental list
7. Lawrence territory regular engineers on rest days
8. Lawrence territory regular engineers
9. Ayer territory regular engineers
10. Ayer territory regular engineers on rest days
11. Lawrence and Ayer territory engineers on displacement rights
12. Dover territory regular engineers
13. Rigby spare list
14. East Deerfield spare list
15. Engineers on displacement rights
16. Demoted engineers
17. Furloughed engineers

NOTE: Calling will be in seniority order except for spare and supplemental list engineers.

Spare List Location: Ayer

Spare List Territory: Freight Main Line MP 307 to MP 349
Worcester Main Line
Commuter Zone: Fitchburg Route

Adjacent Spare List(s): Lawrence (Primary)
East Deerfield (Secondary)

Calling Procedure:

1. Ayer spare list
2. Ayer supplemental list
3. Lawrence spare list
4. Lawrence supplemental list
5. East Deerfield spare list
6. East Deerfield supplemental list
7. Ayer territory regular engineers on rest days
8. Ayer territory regular engineers
9. Lawrence territory regular engineers on rest days
10. Lawrence territory regular engineers
11. East Deerfield regular engineers on rest days
12. East Deerfield regular engineers
13. Ayer, Lawrence, East Deerfield territory engineers on displacement rights
14. Dover spare list
15. Plainville spare list
16. Mohawk spare list
17. Engineers on displacement rights
18. Demoted engineers
19. Furloughed engineers

NOTE: Calling will be in seniority order except for spare and supplemental list engineers.

Spare List Location: East Deerfield

Spare List Territory: Freight Main Line MP 349 to MP 433
Conn River Main Line

Adjacent Spare List(s): Ayer (Primary)
Mohawk (Secondary)

Calling Procedure:

1. East Deerfield spare list
2. East Deerfield supplemental list
3. East Deerfield territory regular engineers on rest days
4. East Deerfield territory regular engineers
5. Ayer spare list
6. Ayer supplemental list
7. Ayer territory regular engineers on rest days
8. Ayer territory regular engineers
9. Plainville spare list
10. Mohawk spare list
11. East Deerfield, Ayer, Mohawk, Plainville territory engineers
on displacement rights
12. Lawrence spare list
13. Dover spare list
14. Engineers on displacement rights
15. Demoted engineers
16. Furloughed engineers

NOTE: Calling will be in seniority order except for spare and supplemental list engineers.

Spare List Location: Plainville

Spare List Territory: All Lines in Connecticut
Amtrak's Springfield Main Line

Adjacent Spare List(s): Plainville

Calling Procedure:

1. Plainville spare list
2. Plainville supplemental list
3. Plainville territory regular engineers
4. East Deerfield spare list
5. East Deerfield supplemental list
6. East Deerfield regular engineers on rest days
7. East Deerfield regular engineers
8. Mohawk spare list
9. Plainville, East Deerfield, Mohawk territory engineers on displacement rights
10. Ayer spare list
11. Ayer territory regular engineers
12. Lawrence spare list
13. Lawrence territory regular engineers
14. Dover spare list
15. Engineers on displacement rights
16. Demoted engineers
17. Furloughed engineers

NOTE: Calling will be in seniority order except for spare and supplemental list engineers.

Spare List Location: Mohawk

Spare List Territory: Freight Main Line MP 433 to Mohawk

Adjacent Spare List(s): East Deerfield

Calling Procedure:

1. Mohawk spare list
2. Mohawk Plainville supplemental list
3. Mohawk Plainville territory regular engineers
4. East Deerfield spare list
5. East Deerfield supplemental list
6. East Deerfield regular engineers
7. Mohawk and East Deerfield territory engineers on displacement rights
8. Plainville spare list
9. Ayer spare list,
10. Lawrence spare list
11. Dover spare list
12. Engineers on displacement rights
13. Demoted engineers
14. Furloughed engineers

NOTE: Calling will be in seniority order except for spare and supplemental list engineers.

BLE Agreement

This Agreement will become effective on April 2, 1995

Signed at North Billerica, Massachusetts this 23rd day of March, 1995.

For the BLE:

For the Springfield Terminal
Railway Co.

/s/ Charles F. Klimek
C.F. Klimek, General
Chairman

/s/ D.F. Sibley
D.F. Sibley, Director of Labor
Relations

/s/ M.D. Twombly
M.D. Twombly, Vice
General Chairman

/s/ B.S. Nelson
B.S. Nelson, Director of
Manpower

APPROVED:

APPROVED:

/s/ J.A. Cassidy, Jr.
J.A. Cassidy, Jr.,
Vice President

/s/ R.E. Dinsmore
R.E. Dinsmore, Vice President

March 23, 1995

C.F. Klimek, General Chairman
Brotherhood of Locomotive Engineers
479 Schnackenberg Road
Ghent, NY 12075

Dear Mr. Klimek:

During the recent negotiations, your Organization raised the issues of Sick Leave and Fatal Accident Leave.

Although the Carrier was not prepared to make a commitment to provide either of these, it was agreed to exempt these issues from the Moratorium provision of the new Agreement and to allow for handling, by mutual agreement or Section 6 Notice, at any time after March 1, 1997.

Very truly yours,

/s/ D.F.Sibley
D.F. Sibley,
Director - Labor Relations

I concur:

/s/ Charles F. Klimek
C.F. Klimek, General Chairman

March 23, 1995

C.F. Klimek, General Chairman
Brotherhood of Locomotive Engineers
479 Schnackenberg Road
Ghent, NY 12075

SUBJECT: Handling of Claims and Grievances

Dear Mr. Klimek:

Notwithstanding the provisions of Article 14 of the recently negotiated Collective Bargaining Agreement, the parties agree to the following procedures in an effort to create a more amiable environment for the handling of claims and grievances -

1. In the handling of time claims, the "difference in pay" principle will be applied. For valid claims under the application of this principle, payment will be limited to lost earnings only.
2. In the handling of grievances where no wages are involved, the parties will attempt to resolve the grievance without subjecting the Carrier to a penalty. If such resolution is accomplished, its terms will be binding on both parties. If the attempt to resolve the grievance is unsuccessful within 5 days of the grievance being filed, the grievance will be handled at the next meeting of a Special Board of Adjustment to be created pursuant to this Letter of Agreement. The decision of the Board will be considered as the resolution of the grievance, will be binding on both parties, and will not require the payment of a penalty by the Carrier. Any subsequent violations of the terms of either on-property or the SBA resolution of a grievance will result in payment of a basic day's pay for each such violation.
3. Should the Special Board of Adjustment referred to in Item #2 not be available for the expeditious handling of a grievance within 30 days from the filing of the grievance, the provisions of Article 14 will apply.

This understanding may be canceled by either party with a 30-day notice and be removed from this Agreement.

Very truly yours,

/s/ D.F. Sibley
D.F. Sibley
Director - Labor Relations

I agree

/s/ Charles F. Klimek

C.F. Klimek, General Chairman
Brotherhood of Locomotive Engineers

March 23, 1995

C.F. Klimek, General Chairman
Brotherhood of Locomotive Engineers
479 Schnackenberg Road
Ghent, NY 12075

SUBJECT: Boston & Maine/Maine Central/Portland Terminal

Dear Mr. Klimek:

This will confirm our understanding that the agreements between the Brotherhood of Locomotive Engineers and the Boston & Maine Corporation and Maine Central Railroad/Portland Terminal Company are hereby modified in accordance with the terms and conditions of the agreement of April 2, 1995, between your Organization and the Springfield Terminal Railway. It is also understood that any and all outstanding Section 6 Notices served by your Organization or by the Boston & Maine or Maine Central/Portland Terminal are hereby withdrawn.

Please indicate your concurrence by signing below.

Very truly yours,

/s/ D.F. Sibley
D.F. Sibley
Director - Labor Relations

/s/ Charles F. Klimek
C.F. Klimek
General Chairman

March 23, 1995

C.F. Klimek, General Chairman
Brotherhood of Locomotive Engineers
479 Schnackenberg Road
Ghent, NY 12075

Dear Mr. Klimek:

This confirms our understanding that, notwithstanding the moratorium provision set forth in Article 40 of the Agreement dated April 2, 1995, it is agreed that the matters of a seniority maintenance fee, service fee, or agency fee payments to the Organization may be subject of notices served under Section 6 at any time during the moratorium period set forth in the Agreement and may be progressed under the provisions of the Railway Labor Act, as amended.

Very truly yours,

/s/ D.F.Sibley
D.F. SIBLEY,
Director - Labor Relations
Springfield Terminal Railway

I Agree:

/s/ Charles F. Klimek
C.F. Klimek

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