

PERSONAL LEAVE REDUCED CREW

MEMORANDUM OF AGREEMENT

between the
Missouri Pacific Railroad Company
and the
Brotherhood of Locomotive Engineers

NMB Case No.

September 3, 1981

A-10715

This Mediation Agreement, made and signed at Washington, D.C. this third day of September, 1981, is in full and final settlement of B.L.E. Notices served March 25, 27(2), 28 and 29, 1980, pursuant to the letter Agreement dated July 26, 1978, copy attached hereto and Carrier's Counter Proposal dated July 21, 1981, and is in consideration of a side letter Mediation Agreement made and signed this same date, the combination of which increases the productivity and responsibility of engineers.

In view of the above, it is hereby agreed:

ARTICLE I - - Compensation Adjustment

- A. Effective May 1, 1980, a special allowance of 45-minutes at the hourly rate of pay applicable to the class of service being performed and weight on drivers of the locomotive used, will be paid to engineers for each trip or tour of duty in road or yard service with a train/yard service crew consisting of two (2) employees. This 45- minutes will be subject to all future wage and cost-of- living adjustments.
- B. In addition to the above, employees holding seniority as engineers on or before January 1, 1981, an additional special allowance of \$2.75 will be paid to engineers for each trip or tour of duty in road or yard service with a train/yard service crew consisting of two (2) employees. This allowance will not be subject to future wage increases or cost-of- living adjustments.
- C. The special allowances are applicable only to those engineers performing service on crews reduced as a result of the Crew Consist Agreement signed March 17, 1980.

ARTICLE II - PERSONAL LEAVE

- A. Effective as of January 1, 1982, engineers in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following basis:

<u>YEARS OF SERVICE</u>	<u>PERSONAL LEAVE DAYS PER YEAR</u>
Less than 5 years	2 days
5 years and less than 10 years	4 days
10 years and less than 15 years	6 days

15 years and less than 20 years 8 days
20 years or more 10 days

- B. The number of personal leave days each road freight engineer is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered service or in the exercise of dual road and yard seniority rights.
- C. Personal leave days may be taken upon 24-hour notice to an appropriate Carrier officer and the engineer will be paid one basic day, including cost-of-living, at the rate of the last service performed for each personal leave day or days. The Carrier has the option of granting personal leave days with less than 24-hour notice.
- D. Personal leave day or days may be scheduled or allowed to start on other than a work day of the engineer's positions. Personal leave days paid for will be counted as qualifying days for vacation purposes.
- E. The Brotherhood of Locomotive Engineers will have the option to reject the provisions regarding personal leave days and in lieu thereof, the sum of \$2.00 will be added to the special allowance provided in Article 1(B). Such option to be exercised within ninety (90) days of the effective date of this agreement.

In the event engineers opt for the allowance in this paragraph instead of personal leave days, the \$2.00 allowance will not be applicable should road freight engineers obtain personal leave days and/or holidays as the result of National or other negotiations.

Article III-Radio Equipment

- A. Engineers performing service with reduced train or yard crews will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios, and engineers will not be held responsible for failure or malfunction of radio equipment unless obviously caused by the engineers' abuse or tampering.
- B. Except in emergency, engineers working with a reduced yard crew will not be required to start switching or perform transfer service without operable radios on engines, nor will they be censured or disciplined in any manner for refusing to do so.
- C. Except in emergency, engineers working with reduced crews in road service will not be required to perform switching or depart a terminal with a train not having radio communication between train crew and the engineer, nor will they be censured or disciplined in any manner for refusing to do so.
- D. Sufficient frequency channels will be utilized to provide safe communications.

- E. Engineers covered by this agreement may be required to change out a portion of the radio provided no tools are needed to perform this service.

Article IV - Other Considerations

A. No carrier supervisor, official, or non-engine craft employee will be used to supplant or substitute in the exclusive work of any employee working under BLE Agreements.

- B. The Carrier will maintain a sufficient number of regular and extra engineers to permit reasonable layoff privileges and to protect vacancies, vacations and personal leave day(s), if any.

Article V - Effect and Duration of Agreement

A. Effect of Agreement

1. Subject to the provisions of paragraph 2 of this Article V, the parties to this agreement shall not serve or progress prior to the attrition of all engineers eligible to receive the additional special allowance under paragraph B of Article I, any notice or proposal for changing the specific provisions of this agreement governing the special allowances under Article I, paragraphs A and B, and Article II, E.
2. If any agreement or agreements which gave rise to the disposed of by the terms of this agreement are changed in such manner as to substantially affect the wage relationship between engineers and other crew members, negotiations will be held promptly without the necessity to serve a formal notice under Section 6 of the Railway Labor Act.

B. Duration of Agreement

This agreement and side letter agreement appended hereto shall become effective within thirty days from the date the Carrier is notified by the Organization that the agreement has been ratified. Except as otherwise provided herein, this agreement will continue in effect until revised or amended in accordance with the Railway Labor Act. This will not bar the parties from making changes by mutual agreement.

Signed at Washington, D.C. this third day of September, 1981.

FOR FOR

BROTHERHOOD OF LOCOMOTIVE MISSOURI PACIFIC RAILROAD
ENGINEERS COMPANY

/S/ R. W. WINDHAM

/s/ O. B. SAYERS

General Chairman - BLE

/s/ D. E. LANDRUS

General Chairman - BLE

/s/ A. J. BEAVERS

General Chairman - BLE

Director of Labor Relations