

EXCERPTS FROM NATIONAL AGREEMENT
between the
NATION'S CARRIERS
and the
OPERATING CRAFTS
DATED MARCH 10, 1969

ARTICLE II - USE OF RADIO

1.) Section 3 of the BLE proposal of April 30, 1968, covering special increase for engineers on locomotives equipped with radio, is disposed of on the basis that it is recognized that the use of radio, pursuant to the operating rules of the individual carriers, is a part of the engineer's duties.

2.) Where existing agreements provide for arbitraries or additional pay for using radios, the General Chairman on the carrier involved will have the option of accepting this Agreement in its entirety or preserving such existing arbitrary or additional pay. If the General Chairman decides to preserve such arbitrary or additional pay, effective July 1, 1969, the amount by which the increases in yard rates of pay, exclusive of the general wage increases provided for in this Agreement, and the increases resulting from establishment of minimum yard rates, exceed 40 cents per day will be applied against such arbitraries or additional pay for using radios.

ARTICLE III - HOLIDAY PAY

Effective January 1, 1969, the existing rule covering pay for holidays, set forth in Article I of the Agreement of June 25, 1964 and letter of understanding dated July 28, 1967, is hereby amended to provide that:

a.) An eighth paid holiday, to be designated and added to the list of the seven enumerated holidays now provided in the above identified Agreements, shall be included and identified as: "and the Employee's Birthday"

b.) The requirement that a designated holiday must fall on a workday of the workweek of the individual employee for him to receive holiday pay will be eliminated by making the following changes in Article I of the Agreement of June 25, 1964:

(i) Striking out the following language now contained in Section 2(a):
"when such holidays fall on the assigned work day of the work week of the individual employee"

and the following language now contained in Section 2(c)
"and the holiday falls on a workday of his assignment."

(ii) In Section 3(a), changing the phrase "any of the following holidays" preceding the list of holidays to "each of the following holidays" and striking out the following language which now follows such list:

"if any of the above-designated holidays falls on a work day of the work week as defined in paragraph (c) hereof,"

(iii) Eliminating the provisions of Section 3(c) of Article I of the Agreement of June 25, 1964.

c.) The provisions of Section 3 of Article I of the Agreement of June 25, 1964, will apply to extra employees on a common extra list protecting both road and yard service, to whom compensation for yard or hostling service has been credited on eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday; and Section 3(a) will be amended accordingly.

d.) The eighth paid holiday, the "Birthday Holiday", shall be applied in the following manner:

(i) The employee must qualify for his birthday holiday in the same manner as other designated holidays, except that he will not be required to work or be available for work on the birthday holiday to qualify for holiday pay if he so elects by giving reasonable notice to his supervisor of his intention to be off on the birthday holiday.

(ii) An employee whose birthday falls on February 29, may, on other than leap years, by giving reasonable notice to his supervisor, have February 28 or the day immediately preceding the first day during which he is not scheduled to work following February 28 considered as his birthday for the purposes of this Article. If an employee's birthday falls on one of the seven listed holidays, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of the Article.

e.) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

f.) Not more than one time and one-half payment will be allowed in addition to the "one basic day's pay at the pro rata rate", for service performed during a single tour of duty on a holiday.

NATIONAL RAILWAY LABOR CONFERENCE
1225 Connecticut Avenue, N.W.
Washington, D. C. 20036
Area Code: 202 - 658-9320

J. P. Hlitz, Jr.
Chairman

W. D. Quarles, Jr.
Vice Chairman

James A. Wilcox
General Counsel

J. G. Griffin
Administrative Secretary

H. E. Greer
Director of Research

W. S. Macgill, Chairman
Southeastern Carriers'
Conference Committee

M. E. Parks, Chairman
Western Carriers'
Conference Committee

J. W. Oram, Chairman
Eastern Carriers' Conference Committee

CIRCULAR NO. 513-11(b)

August 4, 1969

TO MEMBER ROADS

Our attention has been directed to the language of Paragraph (c) of Article III, "Holiday Pay", of the Brotherhood of Locomotive Engineers Agreement of March 10, 1969.

It was mutually intended that Article I, Section 3 of the June 25, 1964 Agreement be amended to permit extra employees on a common extra list protecting both road and yard service, to whom compensation for yard or hostling service is credited on 11 or more of the 30 calendar days immediately preceding the holiday, to qualify for holiday pay by meeting the qualifying requirements on the holiday and the calendar days immediately preceding and following it. The qualifying requirements involve the employee either working in or being available for yard service, as specifically set forth in Article I, Section 3(b)(1), (2) and (3) of the June 25, 1964 Agreement. As to employees on common road-yard extra lists who meet the 11-day yard service eligibility requirement, implementation of this intent necessarily requires regarding an employee as available if he is required by the carrier to perform other service in accordance with rules and practices on the carrier - as if the words "within that yard" did not appear in the Note to Article I, Section 3(b) of the June 25, 1964 Agreement. However, the language of Article III (c) of the March 10, 1969 Agreement, in the concluding phrase "Section 3(a) will be amended accordingly," in fact does not encompass amendment of such Note.

Accordingly, to fulfill the mutual intent, Article III (c) of the BLE Agreement of March 10, 1969 should be regarded as stating:

"(c) The provisions of Section 3 of Article I of the Agreement of June 25, 1964, will apply to extra employees on a common extra list protecting both road and yard service, to whom compensation for yard or hostling service has been credited on eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday; and Section 3 will be amended accordingly,"

and the words "within that yard" should be regarded as eliminated from the Note referred to.

Yours truly,
J. F. GRIFFIN
Administrative Secretary

ARTICLE IV
PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

a.) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this Agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are:

- 1.) dead heading under orders or
- 2.) being transported at carrier expense.

b.) Payments to be Made

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$100,000
Loss of Both Hands	\$100,000
Loss of Both Feet	\$100,000
Loss of Sight of Both Eyes	\$100,000
Loss of One Hand and One Foot	\$100,000
Loss of One Hand and Sight of One Eye	\$100,000
Loss of One Foot and Sight of One Eye	\$100,000
Loss of One Hand or One Foot or Sight of One Eye	\$ 50,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

Not more than \$100,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths, which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

c.) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in,

and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

d.) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

1. Intentionally self-inflicted injuries, suicide or any attempt there at, while sane or insane;
2. Declared or undeclared war or any act thereof;
3. Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
4. Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
5. While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
6. While an employee is commuting to and/or from his residence or place of business.

e.) Offset:

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment there under shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

f.) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of March 10, 1969

(employee or personal representative)

agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause

This Article IV supersedes as of July 1, 1969 any agreement providing benefits of a type specified in Paragraph (b) hereof under the conditions specified in Paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by June 2, 1969, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.