



AGREEMENT

Entered into by and between

THE LONG ISLAND RAIL ROAD COMPANY

and

MAINTENANCE OF WAY EMPLOYEES

Represented by

SMART

**SHEET METAL, AIR, RAIL & TRANSPORTATION WORKERS-
TRANSPORTATION DIVISION
LOCAL 29**

RULES UPDATED THROUGH

May 31, 2016

including

**AGREEMENT OF
JULY 30, 2014**

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AGREEMENT OF
July 30, 2014

and

Rates of Pay Effective

December 16, 2010; June 16, 2011; December 16, 2011;
June 16, 2012; December 16, 2012;
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Effective January 1, 2012, the United Transportation Union changed the Union name to
Sheet Metal, Air, Rail & Transportation Workers-Transportation Division

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DEFINITIONS

Where the term "the duly accredited representative" appears in this Agreement it shall be understood to mean a member or members of the regularly constituted Committee of the Organization signatory hereto, certified for the purpose of the Railway Labor Act, as amended, as the representatives of the employees covered by this Agreement.

Where the term "Carrier" appears in this Agreement it shall be understood to mean the highest officer or his/her designated representative with proper authority to negotiate rule changes or agreements.

SCOPE

These Rules, subject to the exceptions hereinafter set forth, shall constitute the Agreement between The Long Island Rail Road Company and its employees, represented by the Sheet Metal, Air, Rail & Transportation Workers-Transportation Division, Local 29, of the classifications herein set forth (and hereafter this Agreement for the sake of convenience shall be referred to as "the Agreement") engaged in work generally recognized as Maintenance of Way work, such as, inspection, construction, repairs and maintenance of water facilities, bridges, culverts, buildings and other structures, tracks, fences and roadbed, and work which as of January 1, 1975 (as amended up to and including Agreement dated July 30, 2014), was being performed by the employees outlined in Appendix A.

EXCEPTIONS

These Rules shall apply to all positions, classifications, or work in the Engineering Department, irrespective of supervisory jurisdiction, for which rates of pay have been established or may be established by agreement between the Carrier and the Sheet Metal, Air, Rail & Transportation Workers-Transportation Division, Local 29. Work coming under the jurisdiction of The Long Island Rail Road Company covered by this Agreement shall not be contracted except by agreement between the Highest Designated Officer of the Carrier and the General Chairman or designated representative of Local 29.

The exceptions are:

(1) In "emergencies" such as fires, floods, heavy snow, etc.

(2) When one or more of the following conditions is present:

(a) The required time of completion of the work cannot be met with the skills, personnel, or equipment available on the property or,

(b) Such work cannot be performed by the Carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed.

(c-1) Before contracting out capital project work, the Carrier shall notify the Union in writing of its intent to do so. Such notice shall contain a description of the work involved and the reason for contracting out such work.

(c-2) If the Union wants to challenge Carrier's determination, it must, within ten (10) calendar days of receipt of the above notification, so advise the Highest Designated Officer of the Carrier assigned to handle disputes arising out of the terms of the Agreement of the Union's intent to protest the Carrier's determination.

(c-3) Thereafter, the dispute will be promptly submitted to a Special Board of Adjustment, which Board shall be required to conduct an expedited de novo hearing and then render an award within thirty (30) calendar days of the date of hearings.

If the Special Board of Adjustment decision is that the Carrier may properly contract out work that was in dispute, the Carrier will include in mailings of any bid notifications, the names of contracting firms who have previously indicated through the Union a desire they receive copy of such bid notifications.

Note: No employees will be furloughed during the period that such contracted work is being performed.

SECTION I

Working Conditions

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RULE 1
Forty Hour Week

(a) The Carrier will establish for all employees a workweek of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7). The workweek may be staggered in accordance with the Carrier's operational requirements, with Saturday being considered a regular workday. So far as practicable the days off shall be Saturday and Sunday. The foregoing workweek is subject to the following provisions of this Rule.

Definitions Of Expressions "Positions" and "Work" Used in This Agreement

(b) The expressions "positions" and "work," as used in this Agreement, refer to services, duties, or operations necessary to be performed the specified number of days per week and not to the workweek of individual employees.

Five Day Positions

(c) On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

Six Day Positions

(d) Where the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday, or Sunday and Monday.

Seven Day Positions

(e) On positions which are filled seven (7) days per week, any two (2) consecutive days may be the rest days, with the presumption in favor of Saturday and Sunday.

Regular Relief Assignments

(f) Except as otherwise provided in this Agreement, all possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven day service or combinations thereof, or to perform relief work on certain days and such types of other work, under this Agreement, on other days as may be assigned.

Assignments for regular relief positions may on different days include different starting times, duties, and work locations for employees of the same craft or class, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

Non-Consecutive Rest Days

(g) The typical workweek will be one with two (2) consecutive days off. When an operating problem exists which affects the consecutiveness of the rest days of positions or assignments covered by paragraphs (d), (e), and (f) of this Rule, the following procedure shall be used:

(1) All possible regular relief assignments shall be established pursuant to paragraph (f) of this Rule.

(2) If consecutive rest days cannot be established in accordance with the foregoing, then some of the relief employees may be given non-consecutive rest days.

(3) If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.

(4) If the parties are in disagreement over the necessity of splitting the rest days on any such assignment, the Carrier may nevertheless put the assignments into effect subject to the right of the employees to process the dispute as a grievance or claim under the Rules Agreement, and in such proceedings the burden will be on the Carrier to prove that the operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.

(5) The term "workweek" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven (7) consecutive days, starting with Monday.

This Rule shall not be construed as restricting or prohibiting changes in the number employed based on the requirements of service.

RULE 2
Days Referred To - Meaning Of

The days referred to in this Agreement mean calendar days.

RULE 3
Hours Constituting A Day

Except as provided in Rule 33, eight (8) consecutive hours, worked or held for duty, shall constitute a day.

RULE 4
Starting And Ending Time

(a) Time of employees, except those covered by Rule 33, will start and end at their advertised headquarters.

Carrier shall designate the starting time for all employees. Starting time for B&B and Section Gangs will, unless otherwise agreed, be between 6:00 A.M. and 8:00 A.M.

(b) When as a result of heavy maintenance work being programmed, Carrier is required to designate a new starting time for employees, excluding Section and B&B Gangs, of more than eight hours from that of their assigned tour of duty, such change will require not less than 36 hours advance notice not to include holidays or relief days to the employees affected thereby.

New assignments created thereby, will, unless otherwise agreed to, be of not less than three weeks duration.

No time claims or grievances will be filed account any such change in assignment(s) working in the territory of the above excluded gangs.

(c) The parties agree to establish a pick system in accordance with the employee's seniority and thereby eliminate the present physical displacement of position; however, such system must provide that all jobs will be filled in advance before the expected date of the commencement of the new assignment(s).

The affected employees will be given notification of change and its duration which may be made by telephone and the employee will be allowed only one pick of an assignment, which is to be made at the time of such notification.

(d) Carrier may establish either a two trick operation or an operation whereby one trick relieves another.

(e) When a trick or tour of duty is required on other than daylight hours, Saturday will be designated as one of the rest days on the assignment involved in which circumstances Sunday will be considered as a regular workday.

(f) Daylight Saving Time when in effect shall apply.

Lateness Due to Interruption of Service

(g) Employees reporting late for duty at the Holban/Hillside area because of an interruption of service on The Long Island Rail Road shall suffer no loss of pay provided:

(1) The train used is scheduled to arrive at Jamaica Station at least 12 minutes in advance of their "proper eastbound train" which stops at Holban/Hillside Employee Station.

(2) The "proper eastbound train" used is scheduled to arrive at Holban/Hillside Employee Station in sufficient time to allow the employee to report to his/her duty location ready to perform work at the starting time of his/her assignment.

(3) The employee must make every effort to report to work at the earliest time possible.

RULE 5
Meal Period-Meal Allowance

(a) A paid meal period of 30 minutes will be allowed between the beginning of the third hour and the ending of the sixth hour.

(b) Employees shall not be required to work more than six hours after their first meal period without being furnished meals by the Carrier. Subsequent meal periods will be allowed at five-hour intervals. The second and subsequent meals shall be furnished by the Carrier.

(c) The Carrier will provide a meal allowance of \$8.00 to an employee after he/she has performed two consecutive hours overtime immediately following his/her regular work assignment and for any subsequent meal period will be provided with a meal allowance of \$5.00. This will not be paid in addition to present meal allowances nor will it alter present meal arrangements where they now exist.

RULE 6
Application For Employment

(a) An application for employment shall be rejected within one year after the first day of service or the applicant shall be deemed to have been accepted.

(b) Employees who furnish false information on their applications for employment may be dropped from service within one year from the date they first perform service. After one year from the date they first perform service, they may not be dismissed from service for giving false information on their applications for employment except in the manner set forth in Rule 36.

Failure To Qualify, Transfers & Promotions

(d) An employee transferred or promoted at the insistence of the Carrier and failing to qualify within thirty days may return to his/her former position without loss of seniority, or exercise seniority in accordance with the provisions of Rule 20.

Promotions

(e) Employees will be given consideration for appropriate promotions and career opportunities. Employees desiring such consideration should furnish the Chief Engineer with a summary (resume) of their qualifications.

Additionally, the Human Resources Division will invite employees to participate in a "skills inventory" program as soon as it is developed. This program will enable employees interested in consideration for promotion to provide updated data on their qualifications, and to have it in position to be reviewed as appropriate positions become available.

RULE 19 Shop Stewards

Seniority

(a) Shop Stewards during their tenure as Shop Stewards shall be granted preferred seniority in the exercise of seniority within their craft and class for the purpose of displacement from and attainment of advertised positions. Shop Stewards are not permitted to select daily assignments ahead of other employees based upon their status as Shop Stewards.

(b)(1) When it becomes necessary to call a group of five or more employees to work as a group or gang, outside of and not continuous with regular work assignments, a Shop Steward must be called as a working member of the group regardless of the seniority standing of the steward. The five employees identified above do not include employees assigned to the Foreman or Assistant Foreman class.

(2) Failure of the Shop Steward called to respond or refusal to respond will abrogate Carrier's obligation to call a Shop Steward as provided in (b)(1) of this Rule.

(3) The Shop Steward called need not be a regular member of the gang or assigned on a regular basis to the location where the overtime work is to be performed but will be the closest available Shop Steward. However, Carrier will endeavor to call the Shop Steward usually and customarily assigned to the gang and/or work location where the overtime service is to be performed.

(4) The Shop Steward responding to the overtime call is subject to perform service to the same extent as the other employees called. The steward shall not interfere with or disrupt the work in progress. In the event the steward questions any condition of the work as a violation of the collective bargaining agreement, he/she shall bring to the attention of the individual assigned as in charge of the gang his/her observations. In the event a disagreement as to the violation exists, the work shall continue as directed; and the dispute shall be addressed through the grievance procedure.

(5) All other rules of the Agreement shall remain in full force and effect as to the Shop Steward's service during such overtime calls.

(6) This Rule will not pertain to overtime work which is continuous or in advance of regular work assignments, except to the extent that a Shop Steward is present with the gang at the time overtime work is to be performed or will continue to work into the regular work period without leaving the gang or location, he/she shall be retained or called when five or more employees other than Foreman or Assistant Foreman are so utilized.

Release For Union Business

(c) Upon specific authorization and reasonable advance notification by Local 29, Sheet Metal, Air, Rail & Transportation Workers-Transportation Division Shop Stewards will be released from their work assignments to handle on-property union business. The Local agrees to furnish such advance notification to the Assistant Chief Engineer-MW and the Engineer-Structures, respectively, regarding affected Shop Stewards assigned to their respective work areas.

RULE 20 Seniority Districts-Working Zones

(a) The Long Island Rail Road shall be one seniority district.

(b) The exercise of seniority by employees is confined to the sub-department in which employed, namely, Bridge and Building, Track, except employees in each of the following groups in the seniority district will be considered in the same seniority class irrespective of the sub-department in which employed:

M.W. Mechanic

Engineer-Work Equipment

Machine Operator-Work Equipment

Welder-(Manganese, Oxyacetylene, Electric Arc-Structural, Electric Arc-Track)

Sign Writer

M.W. Utility Worker

An employee from any class covered by this Agreement, who is awarded an equal or higher rated position in any of the foregoing classes, shall acquire seniority in the class to which transferred from the date awarded an advertised position therein. He/She shall retain and accumulate seniority in the class from which transferred. In the event of displacement in reduction of force, he/she may elect to take furlough or exercise seniority. In the event he/she elects to exercise seniority he/she must exhaust seniority in the class in which employed and successively in the lower classes on the same seniority roster, as provided in Rule 43, before he/she may exercise seniority in any other class on another seniority roster in which he/she has seniority.

(c) An employee in any of the foregoing classes who is awarded an equal or higher rated position in any other class covered by this Agreement will acquire seniority in the class to which transferred from the date awarded an advertised position therein. He/She shall retain and accumulate seniority in the class from which transferred. In the event of displacement in reduction of force he/she may elect to take furlough or exercise seniority. In the event he/she elects to exercise seniority he/she must exhaust seniority in the class in which employed and successively in lower classes on the same seniority roster as provided in Rule 43 before he/she may exercise seniority in any other class on another seniority roster in which he/she has seniority.

(d) Seniority is not interchangeable between crafts or classes.

(e) In accordance with provisions of Rule 20 the working zones on the Long Island Rail Road for employees covered herein are established in Appendix G.

RULE 21 Seniority Rosters

(a) Seniority rosters will be prepared in March of each year and will be posted at the headquarters of the various employees interested.

(b) The names of Track Workers will not be shown on roster until they have been in service in excess of sixty (60) calendar days. Track Workers will not be considered as having been in service sixty (60) calendar days, until they have actually worked sixty (60) calendar days. Track Workers with less than sixty (60) calendar days service, laid off in reduction of force, who comply with provisions of Rule 43, will be given credit for actual number of worked days as trackmen. After having actually worked sixty (60) days, seniority of track worker will date from the first day which is counted in calculating sixty (60) days.

(c) An employee, or duly-accredited representative on behalf of the employee, will have sixty (60) days from date his/her name first appears on the roster to appeal, in writing, his/her roster date or relative standing thereon, except that in case of an employee off duty on leave of absence, furlough, sickness, vacation, disability or suspension at the time the roster is posted, this time limit will apply from the date employee returns to duty. If no appeal is taken within the sixty (60) day period, future appeals will not be entertained unless the employee's roster date or his/her relative standing is changed from that first posted. A note will be placed on each roster stating the time limit of appeal.

(d) Appeals on roster date or relative standing filed in accordance with the provisions of paragraph (c) of this Rule will be held until the time limit of appeal has expired, following which all such appeals will be handled jointly by the Chief Engineer and duly-accredited representative and correction notice posted.

(e) Copy of roster and correction notice will be furnished to the representatives of employees. Roster and correction notice will be signed by the Chief Engineer and duly-accredited representative.

RULE 22 Seniority Roster-Welding Plant

Employees who on May 20, 1980, are regularly assigned as Operator-Mechanics at the Welding Plant, will be placed on the roster in relative seniority standing as they now appear on the trackmen's roster, the older first.

Additions to the Operator-Mechanics-Welding Plant will be made by employees successfully exercising seniority by virtue of an award of an advertised position at the Welding Plant. Employees displaced from other positions in other classifications may not displace employees in the Operator-Mechanics' class unless they hold seniority in that class and are senior on the Operator-Mechanic's roster to the employee's position to which seniority is being exercised.

RULE 23 Seniority-Date Of

The order in which the names of employees who enter service on the same date and in the same class shall be shown on the seniority rosters based on the following:

1. Length of previous service in the same class.
2. Length of previous service in other classes covered by these Rules.

SECTION II

Overtime, Calls, Work On Rest Days & Holidays

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RULE 27
Overtime

Time worked in excess of eight hours shall be paid for as follows:

(a) Time worked preceding or following and continuous with a regularly assigned eight-hour work period shall be computed on the actual minute basis and paid for at time and one-half rates, with double time computed on the actual minute basis after sixteen continuous hours of work.

(b) Where the assignments of Highway Crossing Watchmen provide for eight non-consecutive hours of work, divided into two or more periods of less than eight hours each, time worked outside of such work periods, but preceding or following and continuous with such work periods, shall be computed on the actual minute basis and paid for at time and one-half rates, with double time computed on the actual minute basis after sixteen continuous hours of work.

Time Worked In Excess of 40 Straight Time Hours In Any Workweek

(c) Employees required in an emergency to work continuously from one regular work period into another commencing twenty-four hours from the starting time of the first work period shall continue to receive double time after sixteen continuous hours, until relieved from the emergency work, and pro-rata for the remainder of the time worked during the regular assigned work period in the event that they so desire to continue work.

Employees Worked More Than Five (5) Days In A Workweek

(d) Time worked in excess of 40 straight-time hours in any workweek shall be paid at time and one-half rates except where such work is performed by an employee due to moving from one assignment to another.

Employees worked more than five days in a workweek shall be paid at time and one-half rates for work on the sixth or seventh days of their workweeks except where such work is performed by an employee moving from one assignment to another.

Time That May Be Utilized In Computing 40 Hours Per Week

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

Employees released from emergency work previous to the starting time of the next work period shall receive double time pay up to the starting time of the next work period unless released at least eight hours in advance of the said starting time.

(f) All Agreements, Rules, interpretations and practices however established are amended to provide that service performed by a regularly assigned hourly or daily rated employee on the second rest day of his/her assignment shall be paid at double the basic straight time rate provided he/she has worked all the hours of his/her assignment in that workweek and has worked on the first rest day of his/her workweek, except that emergency work paid for under the call rules will not be counted as qualifying service under this Rule, nor will it be paid for under the provisions hereof.

(g) Employees qualifying for double time payments as set out in Rule 27(f), and who report for duty on their second relief day in advance of their regularly bulletined tours of duty for the convenience of the Carrier, shall be considered to be performing service on their second relief day commencing at the time established as the start of their regular daily tours of duty.

Those employees meeting all of the contractual requirements for double time payments for work performed on their second day of rest will be entitled to be paid at double the basic straight time rate beginning at the time of their regularly bulletined tour. All time worked on their second day of rest prior to their normal reporting time will be paid at time and one half. This understanding is limited to payments pursuant to Rule 27(f) and (g).

For example, an employee reporting for work at 10 p.m. on their first day of rest, who works through their second day of rest to 1 p.m. would be paid at double time beginning at the time of their normal reporting time to 1 p.m., assuming they have met all of the other contractual requirements for double time payments.

RULE 28
Holidays-Work Performed On Specified Holidays

(a) Regular employees shall receive eight (8) hours pay at the pro-rata rate of the position to which assigned for each of the following enumerated holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

when such holiday falls on a workday of the workweek of the individual employee.

(b) An employee shall qualify for holiday pay provided for in paragraph (a) of this Rule if compensation paid by the Carrier is credited to the workday immediately preceding and following such holiday. If the holiday falls on the last day of an employee's workweek the first workday following his/her rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his/her workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Compensation paid under sick leave rules or practices will not be considered as compensation for purposes of this Rule.

(c) Compensation for work performed on any of the holidays identified in paragraph (a) of this Rule shall be paid at the rate of time and one-half for actual service performed with a minimum payment of two (2) hours and forty (40) minutes.

(d) When any of the above holidays falls on an employee's rest day other than Sunday, the employee's next scheduled workday shall be considered the holiday.

(e) When any of the above holidays falls on a Sunday, the day observed by the State, Nation or by proclamation shall be considered the holiday.

(f) In lieu of a birthday holiday, an employee will be granted one (1) additional vacation day, which will be added to the vacation period for which the employee is eligible. Vacation rules will apply and birthday holiday penalty payments will be discontinued.

(g) Newly hired employees will not be entitled to the following holidays in the first calendar year of employment:

1. Memorial Day
2. Independence Day
3. Thanksgiving Day
4. Vacation day established in lieu of Birthday holiday.

During the second calendar year of employment, employees will not be entitled to the following holidays:

1. Thanksgiving Day
2. Vacation day established in lieu of Birthday holiday

Newly hired employees who are not permitted to work on the above listed holidays due to his/her office or unit being closed or his/her office or unit staffing being reduced by the Carrier shall be permitted to use an available Personal Leave Day in order to be paid for the day at straight time rates. An employee who wishes to so use a personal leave day must advise the company at least five days prior to the holiday. A newly hired employee may in the first calendar year of employment use one of the two personal leave days due the employee in his/her second calendar year of employment. This provision shall not apply to employees who are required to work on the above listed holidays. In the third calendar year of employment, employees referred to in this paragraph (g) will be granted all holidays applicable to current employees, consistent with holiday rules in effect.

RULE 29

Preference For Overtime Work

Not more than three (3) employees residing at or near the headquarters may, if qualified and available, be given preference for overtime work, including calls, on work ordinarily and customarily performed by them. If, in the Carrier's opinion, additional employees are required to perform said overtime work, they will be called from the section wherein the overtime service is to be performed in seniority order.

The provisions of this Rule will not apply to such employees when the workweek is staggered in accordance with the provisions of Rule 1. Employees at work during their bulletined working hours may be used on other than their own Section in other than emergencies and may continue on such work until it is completed, without being considered as violating the seniority rights of employees assigned to the sections involved who are off duty on their regular assigned rest days.

However, when it is necessary to call employees for service in advance of bulletined working hours, or after employees have been released from work commenced during bulletin hours, the same preference will be given on rest days as on other days to not more than three (3) employees residing at or near the headquarters, provided they are qualified and available for service. If, in the Carrier's opinion, additional employees are required to perform said overtime work, they will be called in seniority order.

RULE 30

Calls And Protect Service

(a) Employees notified or called to perform service outside of and not continuous with the regularly assigned working hours shall report for duty with reasonable promptness and shall be paid a minimum of two (2) hours and forty (40) minutes at the rate of time and one-half. If held on duty longer than two hours they shall be paid

at the rate of time and one-half on the actual minute basis with double time computed on the actual minute basis after sixteen continuous hours of work.

(b) The time of employees so notified to report at a designated time to perform service outside of and not continuous with the regularly assigned working hours shall begin at the time required to report and end when released. The time of employees so called to perform such service immediately shall begin at the time called and end when they are released provided he/she reports for service within one hour of the time called.

B&B Mechanics Called For Emergency Repairs

(c)(1) B&B Mechanics called to perform service outside of and not continuous with their regular assignments for the purpose of making emergency repairs will, unless otherwise directed, report directly to the incident work location.

(2) Upon arrival at the work location, the mechanic will attempt to make necessary repairs consistent with the given situation.

(3) In the event the mechanic is unable to effectuate the repair, further instructions as to how the situation is to be handled will be requested by the mechanic from the Control Desk.

(4) Employees called to perform service under the provisions of this Rule will be paid under the provisions of the "Call Rule" and be provided a mileage allowance for actual mileage traveled in their personal automobile at the allowance rate established by Carrier policy effective on the date service is performed under these provisions.

Protect Service On Holidays Or On The Employee's Assigned Rest Days

(d) Employees required to report for Protect Service on holidays and assigned rest days shall be allowed a minimum of eight hours at the rate of time and one-half.

(e) Employees notified or called to perform service outside of and not continuous with the regularly assigned working hours shall report for duty with reasonable promptness and within one hour of the time designated to report and shall be paid at the rate of time and one-half for a minimum of two hours. All service beyond two hours shall be paid at the rate of time and one-half on the actual minute basis with double time computed on the actual minute basis after sixteen continuous hours of work.

**RULE 31
Absorbing Overtime**

An employee will not be required to suspend work, after starting any daily assigned working period, for the purpose of absorbing overtime.

**RULE 32
Assignment To Higher Or Lower Rated Positions**

An employee may be temporarily or intermittently assigned to different classes of work within the range of his/her ability. In filling the position of an employee which pays a higher rate, he/she shall receive such rate for the time thus employed. If assigned to a lower rated position for reasons other than reduction in force or his/her request or fault, he/she will, except as provided in Rule 9, be paid the rate of his/her regular position.

**RULE 33
Variable Hours
Employees Assigned To Duty Requiring Variable Hours**

An employee assigned to duty requiring variable hours working on or traveling over an assigned territory and away from and out of reach of his/her regular boarding place shall be paid eight hours per day at pro-rata rate to cover services whether working, waiting, or traveling, but if called upon to perform service foreign to his/her assigned duties and outside of normal working hours will be compensated therefor. Reasonable actual expenses will be allowed.

**RULE 34
Waiting Or Traveling By Direction Of Carrier**

Time required for traveling, by the direction of management, in Carrier-provided modes of transportation outside of the employee's regular assigned work hours will be paid for on an actual minute basis at the pro-rata rate.

(a) Travel time on work trains by employees assigned thereto will be paid for as working time.

(b) Employees traveling on a motor car, trailer or highway vehicle, who are required to operate, flag or move the car or trailer to or from the track, or handle the tools to and from such vehicles, shall be paid for time riding as time worked.

(c) As provided in Rule 30.

(d) An employee will not be allowed time while traveling in the exercise of seniority or between his/her home and designated assembling points, or for other personal reasons.

(e) Employees assigned and held responsible for bulldozers or other heavy machines being transported from one location to another will be paid for time riding as time worked.

RULE 35
Safety Rule

To provide a means to assure adequate and on-going attention to the mutual concern for safety, the Chief Engineer, or his/her designated representative, will meet with the designated Organization representative on a regular basis as mutually determined by the parties to discuss problems, and implement programs such as periodic field inspections, special studies, etc.