MEMORANDUM OF AGREEMENT

by and between the

SOUTHERN PACIFIC TRANSPORTATION COMPANY (WESTERN LINES)

and its trainmen

represented by the

UNITED TRANSPORTATION UNION (TRAINMEN)

* * * * * * * *

The following relates to the wages, rules and working conditions applicable to trainmen used in helper service:

IT IS AGREED:

1. Trainmen called by the Company to accompany an engineer in helper service will be considered as performing service within the scope of the class and craft of trainman.

2. It is recognized that as the result of being called to accompany an engineer in helper service, the class or craft of trainmen does not acquire a contractual right to be called for such service in the future. When used to accompany an engineer in helper service, however, trainmen will be considered as filling "must-fill" positions as defined in the June 25, 1984 crew consist agreement covered by file GEN 2-75.

3. A trainman performing service accompanying an engineer in helper service:

   a. Will be paid a basic daily rate of $110.23, subject to future wage and cost-of-living adjustments. Miles in excess of those comprising a basic day will be at the rate of 91.85¢ not subject to future wage and cost-of-living adjustments. Arbitraries and special allowance will be paid to brakemen in helper service on the same basis as engineers in helper service, consistent with Article IV, Section 5(a) of the October 31, 1985 National Agreement.

   b. Will be allowed a minimum of 100 miles for the first eight hours or less; when the miles run exceed these limits, actual miles will be allowed. When mileage is 100 miles or less, overtime will begin at the expiration of eight hours; when mileage in excess of 100 miles

is made, overtime will begin when the time on duty exceeds the miles run divided by 12-1/2. Overtime shall be paid for on the minute basis at an hourly rate of three-sixteenths of the daily rate in Item 3 a. above.

c. Will have his time commence at the time he is required to report for initial duty, and his time will conclude at the time the engine is placed on the designated track or he is relieved at the initial terminal upon completion of final trip begun within eight hours from initial call. If used again on a trip which departs from the initial terminal after the expiration of eight-hour helper day, a new basic day will begin.

d. May be run into and out of the initial terminal in any direction without runaround or off district penalty accruing to that or any other trainman.

e. Will be called from the brakemen's extra board, if available. If more than one brakeman's extra board exists in a terminal, the brakeman used will be from that board protecting the territory where the preponderance of helper service miles will be operated. If no extra brakeman is available on the preponderant extra board, the other board will be used. If no extra brakeman from any board is available, a brakeman will be called for the helper work in the same manner as a brakeman would be called for train service.

f. Will claim their own time or will have their time claimed by the engineer on the engineer's time slip as directed by the Company.

g. Will be allowed a meal allowance of $12.50, in lieu of being given a reasonable time to eat. Only one such meal allowance will be paid for each tour of duty worked. Such allowance is not subject to future wage and/or cost-of-living allowance. The intent of this provision is that a trainman in helper service will prepare a lunch to eat en route.

The above meal provision for trainmen in helper service supersedes the meal provisions of Article 64.

4. This agreement will become effective November 16, 1992 and remain in effect until changed in accordance with the Railway Labor Act, and will cancel that agreement TRN 1-1307 effective November 16, 1989. However, the interpretations agreed upon on November 3, 1989 will remain in effect.

Signed at San Francisco, California this 13th day of November, 1992.

FOR THE ORGANIZATION:

General Chairman, UTU(T)

FOR THE CARRIER:

Director - Labor Relations