

E&F 1-1091

MEMORANDUM OF AGREEMENT

by and between the
SOUTHERN PACIFIC COMPANY (PACIFIC LINES)
and its employees represented by the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Pursuant to and in accordance with Section 10 of Article 30, agreement covering engineers, it is agreed by and between the parties hereto that the provisions of Sections 3(a), 5(b), 10(a), 12(a), and 13(a) of Article 32 of said agreement covering engineers are hereby modified in their application to engineers on the Tucson District of the Tucson Division as follows:

1. All assignments for engineers with home terminal more than 35 miles from a "zone terminal," as such "zone terminals" are identified in the so-called "Home Rule Agreement" (Co. file E&F 1-949, Org. file E-13136-30-10) - Yuma, Tucson, and/or El Paso - on the Tucson District, shall be advertised for seniority choice of engineers during the last week in July 1956, and during the last week in July of each year thereafter, under the provisions of Article 32, Section 10(a), agreement covering engineers.
2. Consideration shall be given applications for such assignments received from engineers, and assignments shall be made in accordance with the provisions of Article 32, Section 10, agreement covering engineers, except that an engineer's application for assignment as an engineer within any of the separate zones identified in the so-called "Home Rule Agreement," covered by Company file E&F 1-949, Organization file E-13136-30-10, shall not be honored while a senior engineer is holding assignment as a fireman in said zone.
3. An engineer, upon being assigned to a position covered in Paragraph 1 hereof, may hold such position for a period of one year, provided he remains on the engineers' working list in the zone with which then identified, during which period of time he shall not be subject to displacement by a senior engineer; except that engineers of the Globe District, former Arizona Eastern, having a displacement right may displace at any time during the one-year

period on protected runs or positions of the said Globe District, former Arizona Eastern.

4. An engineer assigned to a position or run covered in Paragraph 1 hereof will not be restricted from exercising his seniority to acquire another assignment; neither will he be restricted from giving up such position or run and reverting to the extra list in accordance with applicable agreement provisions.

5. The engineer first assigned to a position advertised for seniority choice under the provisions of Paragraph 1 hereof and losing said position through no fault of his own - position abolished, cut off engineers' working list, etc. - shall have priority in bidding for the run when the run is restored or he is again qualified during the one-year period for which he was originally assigned, except, having had an opportunity to return to the position or run and neglecting to do so, he shall forfeit such priority.

Coincident with the effective date of this memorandum of agreement, memorandum of agreement covered by file E&F 1-1091, effective July 1, 1956, is cancelled.

This memorandum of agreement shall be effective as of 12:01 AM, JUL 23, 1956.

FOR THE COMPANY:

E. A. [Signature]
Assistant Manager of Personnel

JUL 20, 1956

FOR THE EMPLOYEES:

[Signature]
General Chairman, BLE

7/16, 1956

*Amended
added new #)
7-16-65
with 4-9-65)*

F-11721-42-11

E&F 1-1091
E-18035

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Pursuant to and in accordance with Section 10, Article 30, agreement covering engineers, it is agreed by and between the parties hereto that Section 5 of memorandum of agreement covered by the above file numbers, effective July 23, 1956, shall be amended by the addition thereto of a second paragraph, reading:

"An engineer so assigned, who elects to vacate such run of his own volition, shall forfeit said priority, and the run will be advertised for seniority choice of Tucson District engineers, and the successful applicant will establish prior rights to said run until such time as run is again advertised as stipulated in Section 1, this agreement."

This memorandum of agreement shall be effective as of 12:01 AM, April 16, 1965.

FOR THE COMPANY:

L. M. Fox
Assistant Manager of Personnel

April 9,

FOR THE EMPLOYEES:

J. Polgar
General Chairman
Brotherhood of Locomotive Engineers

April 8