

AGREEMENT

BETWEEN

THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

AND ITS EMPLOYEES REPRESENTED BY THE

UNITED TRANSPORTATION UNION
(former BRT)

EFFECTIVE JANUARY 1, 1959



RATES OF PAY

Rates of Pay as shown in this Agreement are the Basic Rates of Pay effective November 1, 1958, and do not include the accumulated cost-of-living adjustments amounting to 13 cents per hour or \$1.04 per day under the cost-of-living adjustment provisions of Article VII of the April 5, 1957 National Agreement.

Letters under captions refer to decisions and agreements as follows:

- A**—Agreement between Order of Railway Conductors and Brotherhood of Railroad Trainmen governing handling of work within the Chicago Switching District, effective April 21, 1920.
- C**—Commission of Eight.
- M**—Memorandum of Agreement of April 8, 1924.
- N**—Memorandum of Agreement of April 18, 1925.
- O**—Memorandum of Agreement of November 23, 1928.
- S**—Supplement 25 to General Order 27.
- T**—National Agreement dated November 21, 1947.
- U**—National Agreement dated May 21, 1951.
- V**—National Agreement dated October 4, 1955.

PREAMBLE

The following agreement effective January 1, 1959 will govern the employment and compensation of trainmen in passenger and freight service, yard helpers and switchtenders (Chicago Switching District), yard foremen, yard helpers and switchtenders (outside Chicago Switching District), car retarder operators (Hump Yard, Proviso, Illinois) on the Chicago and North Western Railway and will supersede all previous agreements and rulings thereon.

ROAD PASSENGER SERVICE

1. (a) RATES OF PAY—PASSENGER SERVICE.

Rates for trainmen on trains propelled by steam or other motive power:

	Per Mile Cents	Per Day	Per Month
Ticket Collectors			
(Suburban District).....	11.48	\$17.22	\$516.60
Baggagemen handling both express and dynamo.....	11.48	17.22	516.60
Baggagemen operating			
dynamo	11.253	16.88	506.40
Baggagemen handling express	11.253	16.88	506.40
Baggagemen	11.026	16.54	496.20
Flagmen and Brakemen.....	10.913	16.37	491.10

NOTE: The monthly guarantee for baggagemen on runs formerly classified as first class is \$498.90.

1. (b) (M N V). When the monthly earning of regularly assigned passenger trainmen from daily guarantees, mileage, overtime and other rules do not produce the following average amounts per day, they will be paid for each day service is performed:

	Per Day
Ticket Collectors	\$18.12
Baggagemen handling both express and dynamo..	18.12
Baggagemen operating dynamo.....	17.78
Baggagemen handling express.....	17.78
Baggagemen	17.44
Flagmen and Brakemen.....	17.27

(N). Regularly assigned passenger trainmen who earn from mileage, overtime and other rules in a 30-day month less than:

Ticket Collectors	\$543.60
Baggagemen handling both express and dynamo..	543.60
Baggagemen operating dynamo.....	533.40
Baggagemen handling express.....	533.40
Baggagemen	523.20
Flagmen and Brakemen.....	518.10

except if there are more men of a class assigned to passenger train runs than can earn the average daily minimum due to rules prohibiting the Railway Company reducing passenger crews or absorbing constructive mileage, the number of runs in the assignment divided by the number of crews assigned thereto shall be the number of days to govern as to how many days shall be paid for under the average daily earning guarantee.

(M). When extra trainmen fill vacancies in regular positions they take conditions of the regular positions. Service performed by extra trainmen not filling place of regular trainmen will be paid not less than the daily earning minima for each day service is performed.

The term "extra trainmen" as used in this rule has reference only to trainmen assigned exclusively to passenger service and who are compensated under passenger rates and rules.

Method of applying daily and monthly guarantees:

Example 1—Rule 1(b) Flagman on 30-day assignment paying daily minimum which equals \$491.10; average daily earning guarantee 30 x \$17.27 equals \$518.10. Regular man lays off 10 days during month and receives

20 x \$16.37 equals \$327.40; extra man working 10 days in regular man's place earns \$192.60 (including overtime). Regular man receives \$327.40; extra man receives \$192.60; total \$520.00. As this is more than average of \$17.27 for days of assignment, guarantee is not involved.

Example 2—Rule 1(b) Trainman on a 26-day assignment makes no overtime and performs no extra service. Therefore, is subject to the monthly guarantee of \$491.10. $1/26$ of \$491.10 equals \$18.89. Daily earning guarantee not involved.

Example 3—Rule 1(b) Trainman in preceding example lays off one day. Daily earning guarantee not involved. Therefore, regular trainman receives $25/26$ of \$491.10. Extra man working in his place $1/26$ of \$491.10.

Example 4—Rule 1(b) Trainman on 26-day assignment makes no overtime. Is required to perform extra service on one Sunday, for which schedule requires payment of \$16.37, which is applied against monthly guarantee of \$491.10; \$491.10 divided by 27 equals \$18.19. Daily earning guarantee not involved.

Example 5—Rule 1(b) Extra trainman (not filling place of a regular trainman) on first day (a) is used under conditions resulting in 2 minimum days; second day (b) makes 200 miles; third day (c) makes 125 miles, no overtime; fourth day (d) makes 125 miles and 4 hours overtime.

- (a) will be paid 2 days at \$16.37 or \$32.74.
- (b) will be paid 200 miles at 10.913c or \$21.83.
- (c) will be paid daily earning guarantee or \$17.27.
- (d) will be paid daily minimum—\$16.37 plus 4 hours overtime at \$2.0475 or \$24.56.

1. (c) (O). Trainmen who handle U. S. Mail sufficient to require payment of differential of 46¢ per day will be allowed their respective daily earning minimum plus 46¢.

Question 1-M—Rule 1(c) What is the monthly guarantee for baggagemen handling sufficient Government Mail to require payment of differential of 46¢ per day?

Answer—Baggagemen—\$496.20*. Baggagemen handling U. S. Mail in excess of the equivalent of 3 feet of space—\$510.00.

*—On runs formerly classified as first class—\$498.90.

Question 2-M—Rule 1(c) What monthly guarantee will be applied for ticket collectors, flagmen and brakemen who handle U. S. Mail sufficient to require payment of differential of 46¢ per day?

Answer—Ticket Collectors\$516.60
Brakemen and Flagmen..... 491.10

Question 3-M—Rule 1(c) What average daily earning minima are established for ticket collectors, baggagemen, flagmen and brakemen who handle U. S. Mail sufficient to require payment of differential of 46¢ per day?

Answer—Ticket Collectors\$18.58
Baggagemen handling U. S. Mail... 17.90
Flagmen and Brakemen..... 17.73

These average daily earning minima will be applied in same manner as for baggagemen handling express.

Question 4-M—Rule 1(c) Where baggagemen handle U. S. Mail on certain days, and not on other days, is the minimum monthly guarantee to be allowed, \$496.20 or \$510.00?

Answer—\$496.20.

Question 5-M—Rule 1(c) Is the differential provided for baggagemen handling U. S. Mail a money differential, or should it be added to the daily rate for straight baggagemen and divided by 150 to determine the mileage rate and that rate applied to the miles paid for?

Answer—The 46¢ should be added to the daily rate and divided by 150 to determine the mileage rate.

Question 6-M—Rule 1(c) Brakeman handles sufficient U. S. Mail to require payment of 46¢ differential. Does

the differential apply to the brakeman's or baggageman's rate?

Answer—The differential applies to brakeman's rate.

Question 7-M—Rule 1(c) To what classes does the term "other trainmen", used in connection with these differentials, apply?

Answer—"Other trainmen" includes ticket collectors, flagmen and brakemen paid passenger rates and assigned to handle U. S. Mail where baggagemen are not provided to handle mail.

Question 8-M—Rule 1(c) If baggageman, who handles sufficient U. S. Mail to require payment of 46¢ differential, does other work which requires payment of local freight brakeman's rate for the entire day, is the employe entitled to the 46¢ differential over the local freight brakeman's rate?

Answer—No, as the local freight brakeman's rate is higher than the baggageman's rate plus the differential.

Question 9-M—Rule 1(c) Brakeman or baggageman on a mixed train is paid through freight rate of \$16.31 per day. If brakeman or baggageman handles U. S. Mail, which exceeds in volume between two points, 3 feet of space or its equivalent in sacks or pieces, should differential be added to through freight rate?

Answer—In view of the difference in the mileage basis in freight and passenger service, through freight rates will apply, but if earnings from mileage do not equal \$16.77 that amount will be paid. Overtime rate will be 3/16 of \$16.31.

Question 11-M—Rule 1(c) On four days a week the head brakeman on an assignment works with the baggageman in the baggage car handling parcel post during a portion of the trip or day's work. In the past he has been allowed the baggageman's rate on the days he assisted the baggageman. What should be paid the two men on these four days under the agreement?

Answer—Baggageman will receive the differential when the volume of mail handled entitles him thereto, no change required in basis of pay for brakeman.

Question 12-M—Rule 1(c) On certain passenger trains one of the brakemen is required to assist in the loading and unloading of mail at two stations.

- (a) Does this incidental assistance by the brakeman entitle him to the differential, and
- (b) debar the baggageman from the differential?

Answer—

- (a) No.
- (b) This assistance will not affect application of differential to baggageman under the agreement.

Question 13-M—Rule 1(c) Middle brakeman and flagman render assistance to baggageman in handling U. S. Mail during that portion of assignment when Government Mail, exceeds in volume between two points, 3 feet or its equivalent in sacks or pieces.

Are any of these employes entitled to a differential of 46¢ per day?

Answer—Baggageman only.

Question 14-M—Rule 1(c) If more than 49 pieces of mail are handled between any two points in less than 3 feet, should arbitrary be allowed?

Answer—49 outside packages are the equivalent of 49 sacks, therefore, baggagemen would have to handle in volume between two points in excess of 49 sacks or the equivalent in outside packages, to be entitled to differential.

Question 15-M—Rule 1(c) Baggageman starts out of terminal and at station "A" receives 28 pieces of mail and 20 sacks. Under the schedule of space units authorized, this is the equivalent of 48 sacks of mail. In this particular instance would the baggageman be entitled to the differential?

Answer—No, because the number of pieces and sacks combined do not exceed equivalent of 3 feet or 49 sacks.

Question 16-M—Rule 1(c) Baggage man left initial terminal "A" with 20 sacks which he loaded, picked up 25 sacks at "B" and 20 sacks at "C", making a total of 65 sacks in the car upon arrival at "D", at which point he left the train without unloading or handling mail. The mail loaded at any one point did not equal 49 sacks and it was not necessary to sort or handle in excess of 49 sacks between any two points. Does differential apply?

Answer—Yes, as the number of sacks handled (65 sacks) exceeded in volume between 2 points, 49 sacks.

Question 17-M—Rule 1(c) Baggage man started out of terminal with 105 sacks of mail which had been loaded, sorted and placed in station order in his car by station forces. He unloaded 25 sacks at "A", 25 at "B" and 25 at "C". Did not load at any point. Left the balance (30) sacks in the car at end of run. Does differential apply?

Answer—Yes, because there were in the car at one time between 2 points, more than 49 sacks, which he was required to handle.

Question 18-M—Rule 1 (c) A train running over three divisions is manned by a different baggage man on each of the divisions. When the 2nd division baggage man boarded train there were 112 sacks of storage mail in the baggage car. He loaded, sorted and stacked in the car 32 sacks received at "A"; of these he unloaded 16 at "B" and loaded 16; unloaded 12 at "C" and received 10 which remained in the car with the other 112 sacks when he left it at his final terminal. During his trip he did not handle the 112 sacks which were in the car when he boarded it. Is baggage man entitled to a differential of 46c in excess of the straight baggage man's rate?

Answer—No.

Question 19-M—Rule 1(c) Brakeman or baggage man is assigned to handle mail in storage car. Does not handle baggage at any time during the trip. Does not regularly perform any duties except in connection with

handling storage mail, but in emergency would be used for other train duties. In some cases on mail trains the work is performed by the rear brakeman. It has been the practice in the past to pay the baggageman's rate to the men engaged in performing this work. How should the agreement be applied?

Answer—Differential does not apply as only mail is handled—payment of baggageman's rate to the brakeman not affected.

Question 20-M—Rule 1 (c) Two baggage cars are provided with baggageman in charge of each car; one baggageman handles baggage exclusively, the other baggageman handles mail exclusively. Under what circumstances would either of these baggagemen receive the differential?

Answer—The differential would apply when the baggageman assigned to handle the baggage has to handle overflow mail in excess of 3 feet or its equivalent. If the baggageman, assigned to the car handling mail exclusively, handles baggage, the differential would also apply to him.

Question 21-M—Rule 1 (c) Baggage is handled in a baggage car and also in a combination car. The baggageman handles baggage and U. S. Mail in baggage car. Baggage in the combination car is handled by the ticket collector or head brakeman. If overflow U. S. Mail from the baggage car is handled in the combination car, would the ticket collector or head brakeman be entitled to the differential for handling U. S. Mail, if sufficient volume is handled?

Answer—Yes.

Question 22-M—Rule 1(c) Some baggagemen are required to assist in loading U. S. Mail into baggage car of train upon which they do not run. More than 49 sacks or its equivalent are loaded. Does this constitute "handling" which entitles men to differential rate?

Answer—Not covered by the agreement.

Question 23-M—Rule 1(c) If more than 3 feet of space is required to hold less than 49 pieces of mail

handled between any two points, should arbitrary be allowed?

Answer—No. It is necessary that the amount of U. S. Mail handled by baggageman exceeds in volume, between two points, 49 sacks or its equivalent in outside packages (49) to be entitled to the additional 46c per day.

NOTE: The number of pieces, outside packages or sacks in the above questions and answers conform to current specifications of the United States Post Office Department and are to be further changed as changes in such specifications may be made by the United States Post Office Department.

2. BASIC DAY PASSENGER SERVICE—(S). One hundred and fifty miles or less (straightaway or turn-around) shall constitute a day's work. Miles in excess of one hundred and fifty will be paid for at the mileage rates provided.

A passenger day begins at the time of reporting for duty for the initial trip. Daily rates obtain until the miles made at the mileage rates exceed the daily minimum.

3. (a) OVERTIME SHORT TURN-AROUND PASSENGER SERVICE (C S T). Trainmen on short turnaround passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty in excess of eight (8) hours (computed on each run from the time required to report for duty to the end of that run) within nine (9) consecutive hours; and also for all time in excess of nine (9) consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made. For calculating overtime under this rule, the Management may designate the initial trip.

Runs may be assigned and trainmen compensated on basis of short turnaround trips (Rule 3-a), on certain days, and on basis of straightaway trips (Rule 3-b) on other days.

3. (b) **OVERTIME—OTHER PASSENGER SERVICE—(S).** Trainmen on other passenger runs shall be paid overtime on a speed basis of twenty miles per hour computed continuously from the time required to report for duty until released at the end of last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service performed, overtime shall not accrue until the expiration of seven hours and thirty minutes from the time of first reporting for duty.

3. (c) **OVERTIME RATE (C).** Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of not less than one-eighth of the daily rate herein provided.

4. (a) **BACK-UP SERVICE.** Except in suburban service, trainmen required to back trains to or from coach yards or terminals at Chicago will be allowed the same compensation as is paid back-up men for same service.

A sufficient number of men will be assigned to handle regular back-up service on basis of eight hour assignments, if such arrangement can consistently be made. If not, regularly assigned back-up men will be required to work such overtime as may be necessary to handle the work, such overtime not to exceed two hours a day.

When, in emergency, road trainmen (except in suburban service) are required to back trains to or from coach yards or terminals at Chicago, they will be compensated on basis of actual time, computed from time of arrival at Chicago Passenger Terminal until train is disposed of at the coach yard, or from time required to report for duty at the coach yard until arrival at Chicago Passenger Terminal, with a minimum allowance of one hour at regular back-up man's rate.

On trips between Chicago Passenger Terminal and coach yard if road trainmen live east of Kedzie Avenue and it is necessary for them to return to the Chicago Passenger Terminal in order to reach their homes, their compensation will continue until they are returned to the terminal.

4. (b) Except as provided for in Section (c) of this rule, back-up service between the Chicago Passenger

Terminal and the various coach yards, Galena Division, will be manned by Galena Division passenger trainmen and yardmen holding seniority for such service as of April 22, 1920 under rates and rules applicable to yard service, except that road service Rules 26 and 93 shall apply instead of yard service Rules 12(a) and (b).

4. (c) When passenger trainmen in suburban service are required to handle equipment previous to departure from or subsequent to arrival at Chicago Passenger Terminal, between Chicago Passenger Terminal and the various yards where passenger equipment is stored, they shall be paid sixty-eight and one-half cents for such movement in either direction, time thus consumed to be deducted in the computation of overtime.

(See Agreement, page 95.)

5. SUBURBAN SERVICE DEFINED. Chicago suburban service shall be considered as referring to trainmen making one or more round trips daily, or daily except Sunday, between Chicago Passenger Terminal and Racine or Harvard on the Wisconsin Division; Williams Bay, Aurora or St. Charles on Galena Division, or intermediate points.

6. MONTHLY GUARANTEE — PASSENGER SERVICE (S). Regularly assigned trainmen who are ready for service the entire month and who do not lay off of their own accord shall receive the monthly guarantee provided for in Rule 1, exclusive of overtime, except that former higher monthly guarantees shall be preserved.

Extra service may be required sufficient to make up these guarantees and may be made between regular trips; may be made on lay-off days; or may be made before or after completion of the trip. If extra service is made between trips which go to make up a day's assignment, such extra service will be paid for on the basis of miles or hours, whichever is the greater, with a minimum of one hour. Extra service before or after the completion of a day's work will pay not less than the minimum day.

The bases of pay for extra service apply only in making up the guarantees. After guarantees are absorbed, provisions of Rule 2 apply.

(See Examples exemplifying Rule 1(b).)

7. EXTRA TRAINMEN PASSENGER SERVICE. If an extra trainman is kept in the service as such, awaiting his turn for service or assignment, no duty time shall be allowed. Superintendents will endeavor, as far as possible, to enable trainmen on the extra list, to make an average mileage of not less than nine hundred miles per week.

8. SWITCHING—PASSENGER SERVICE. Trainmen in passenger service required to switch consist of their own train at initial terminal, turnaround point or final terminal, inclusive of setting out car or cars or picking up car or cars to go forward in their own train where yard engines are not operated will be paid on a minute basis with a minimum of one hour at passenger overtime rate.

Pay for switching under this rule will be computed on the following bases:

- (1) At initial terminal from time crew required to report as a unit, without regard to preparatory time or performance of individual duties, until completion of work and train is coupled together ready for road trip.
- (2) At turnaround point, time actually engaged in switching computed on a cumulative basis.
Example:—Switch 7:00 A.M. to 7:30 A.M. after arrival at turnaround point, then from 9:15 A.M. to 9:50 A.M. prior to departure. Allowance, 1 hour 5 minutes at passenger overtime rate.
- (3) At final terminal from time of arrival at passenger station until switching is completed.

This rule does not apply to movement with train intact between passenger stations and yards, neither does it provide for dual compensation under provisions of road rules 9, 10 and 11.

Allowances under this rule will not be used to make up daily or monthly guarantees.

Example—Rule 8—Initial terminal switching—final terminal switching—final terminal delay—passenger service—yard engine not operated at either initial or final terminal.

Report "A" 6:45 A.M.

Crew reports as unit 7:00 A.M.

Ordered to depart 7:30 A.M.

Switch consist of train until 7:25 A.M.

Departed 7:30 A.M.

Arrived passenger station "Z" 11:00 A.M.

Switch consist of train until 11:15 A.M.

Delayed and released at 11:45 A.M.

Distance "A" to "Z" 150 miles.

Allowance 150 miles passenger rate. 1 hour switching at passenger overtime rate (7:00 A.M. to 7:25 A.M.); 1 hour switching at passenger overtime rate (11:00 A.M. to 11:15 A.M.). No compensation under provisions of road rule 11.

9. INITIAL TERMINAL DUTY—PASSENGER SERVICE. Trainmen will report for duty as required by local conditions, which ordinarily will be thirty minutes before time set for the departure of their trains. If required to report for duty more than thirty minutes before time set for departure of their trains at initial terminal, they will be paid additionally for all time in excess of thirty minutes, on the minute basis, at one-eighth of the daily rate per hour, this allowance to include all service performed, except as provided in Rule 8.

This rule does not apply to trainmen in suburban service; nor to other trainmen governed by the provisions of Rule 3(a) on trips on which overtime is allowed.

10. INITIAL TERMINAL DELAY—PASSENGER SERVICE. Trainmen shall, when overtime is not allowed, be paid for all time they are delayed at initial terminal, on the minute basis, at one-eighth of the daily rate per hour, provided that time is one hour or more, computed from the time train is ordered to leave. Delay time will not be used to make up constructive mileage on each day's work, but will be used to make up the guarantee of forty-five hundred miles at the end of the month.

11. FINAL TERMINAL DELAY—PASSENGER SERVICE. Except on suburban and short turnaround runs, trainmen shall, when overtime is not allowed, be paid for all time delayed at final destination, provided they are delayed thirty minutes or more from time of arrival at terminal station, until finally relieved, on the minute basis, at one-eighth of the daily rate per hour. This shall include any time consumed in making delivery of passenger equipment to foreign lines, time

to be computed from time of diversion from C. & N. W. main line. Delay time will not be used to make up constructive mileage on each day's work, but will be used to make up the guarantee of forty-five hundred miles at the end of the month.

Question—Do the provisions of rule 11 apply to trainmen in passenger service stopped prior to reaching terminal station account other trains occupying station tracks?

Answer—Yes, provided stop is made within terminal yard limits, except in Chicago Terminal. At Chicago trains destined to Chicago Passenger Station stopped at Clinton or Division Street Interlocking Plants or east thereof account other trains occupying station tracks will be considered as having arrived at the terminal station.

12. PASSENGER MEN PERFORMING FREIGHT SERVICE. Trainmen will not be required to perform freight service not included in their regular assignments, except in emergencies arising through wrecks, washouts or snow blockades, and when thus used will be compensated in accordance with freight rules and at freight rates.

Passenger trainmen required to handle LCL shipments of freight to or from baggage cars will receive .05397 per mile additionally for miles such shipments are handled on their assignment, with a minimum of 100 miles. These additional allowances will not be used to make up the daily or monthly guarantee. The handling of astray perishable LCL shipments in baggage cars will be handled as in the past without additional compensation as provided herein.

13. PASSENGER SERVICE DEFINED. Passenger service shall be understood to mean such trains as are made up entirely of passenger equipment; exception is made to this, however, when perishable freight, stock or freight equipment loaded with express matter, is required to be handled in case of emergency.

14. TRAINMEN ACTING AS BAGGAGEMEN. Trainmen required to do baggagemen's work on trains shall receive the baggagemen's rate of pay.

17. EXTRA PASSENGER TRAINMEN'S WORK.

Extra passenger work will be done by extra passenger trainmen, when available, who shall receive the same compensation the regular man would receive for the same service, but in no case less than a minimum day for each day used. (See interpretation, page 188.)

19. (a) VACANCIES — TRAINMEN — FILLING

OF. Vacancies known to be for thirty days or more will be bulletined and assigned when they occur. Vacancies of indefinite duration will be assigned to extra trainmen in the order of their turn, provided a terminal of the run is the point where extra board is maintained. When the regular assignee has not resumed work at the expiration of six days the senior trainman having made written application within the six day period will be assigned. If there are no applicants within the six day period the vacancy will be continued to be filled from the extra board until return of regular assignee, or until the extra man is displaced by senior trainman having displacing rights under provisions of Rule 105 or until bulletined as hereinafter provided. Trainmen securing runs under provisions of this rule will return to their former assignment when displaced. Trainmen having displacing rights will be permitted to exercise their seniority on one temporary vacancy as referred to herein, after which they will be required to make displacement on a regular assignment or be placed on the extra board.

On vacancies where no terminal of the assignment is a point where the extra board is maintained, the provisions of the above rule apply except that extra trainmen will be employed thereon in their turn in periods of not to exceed six days.

Vacancies of indefinite duration will be bulletined when it becomes known said vacancy will exceed thirty days. For example—

1. A passenger trainman lays off account illness. After having been off duty ten days a leave of absence is granted for a sixty day period—the run will be immediately bulletined.
2. All temporary vacancies extending beyond thirty days, if not previously bulletined, will be bulletined at the termination of thirty days.

19. (b) **FIRST-IN, FIRST-OUT—EXTRA PASSENGER TRAINMEN.** Except as provided in Section (a), extra passenger trainmen will be run first-in, first-out of terminals with respect to each other.

19. (c) **EXTRA PASSENGER TRAINMEN USED ON MORE THAN ONE ASSIGNMENT.** An extra trainman in passenger service may be used on more than one assignment at an outlying point provided he is used within twenty-four hours from time relieved on preceding assignment. (See interpretations, pages 188-189-197.)

20. **DEDUCTIONS IN MILEAGE.** No deductions shall be made for any time lost on account of snow blockades, washouts, wrecks or breakdowns.

21. **HANDLING EQUIPMENT BETWEEN COUNCIL BLUFFS AND OMAHA.** Trainmen handling equipment between Council Bluffs and Omaha will be paid on the minute basis, at one-eighth of the daily rate per hour, for all time consumed between Council Bluffs and Omaha, time to be computed from arrival at Omaha, until relieved at Council Bluffs, and from departure from Council Bluffs, until departure from Omaha.

25. **PASSENGER DISTRICTS EXTENDING OVER MORE THAN ONE SENIORITY DISTRICT.** When a passenger district extends over more than one seniority district, the percentage of miles run over each district will govern in the assignment to passenger runs.

26. **NEW AND VACANT RUNS BULLETINED.** New and vacant runs will be bulletined for a period of five days and assigned in accordance with Rule 93. When there are no applications, the junior qualified trainman or trainmen will be assigned.

When it is known sufficiently in advance to permit assignment of regular trainmen on dates sections of passenger trains are established for the purpose of handling express business, account Christmas and New Year holiday season, or where extra work is regularly established to handle a particular business and is known to be for ten or more days, assignments will be made and bulletined as provided herein.

27. **CALLED AND NOT USED.** Passenger trainmen called for service other than their regular assignment and then not used, will be paid for all time held, with a minimum of one-quarter of a day.

29. **JOINT BAGGAGE AND EXPRESS WORK.** When the service on any run requires two men to handle baggage and express work, one shall be a baggageman who will not be required to handle express, except through arrangements which may be made in negotiations between the Railway Company and General Committee, Brotherhood of Railroad Trainmen. On runs where baggage and express work is handled by one man, at least one-half of the men so used shall be "baggagemen handling express" who shall be carried on the Railway Company's payroll for their full salary.

The work of handling express may not be required of baggagemen on runs not performing that service prior to January 1, 1919, except through arrangements which may be made in negotiations between the Railway Company and the General Committee, Brotherhood of Railroad Trainmen. This does not preclude the establishment of positions of "baggagemen handling express" on new runs established January 1, 1919, or subsequent thereto, or the re-establishment of "baggagemen handling express" positions on runs performing such service December 31, 1918.

30. **COUPLING AND UNCOUPLING STEAM OR AIR HOSE.** Trainmen will not be required to couple or uncouple steam or air hose, or stay chains, where car repairers are available. (See agreements, pages 189-193.)

31. **HELD AWAY FROM HOME TERMINAL—EXTRA PASSENGER TRAINMEN.** When extra trainmen are used on extra passenger trains and are held at away-from-home terminal twenty-four hours from time relieved on last trip on extra passenger train, they shall be allowed one day's pay for each twenty-four hours so held; if under pay, under any other rule during the twenty-four hours held away from home terminal, such allowance will be used to make up the day's pay as above described. Away-from-home terminal in this rule refers to points other than those at which men are listed on the extra board as extra trainmen. This does not

refer to regular passenger trains run as sections of other trains or run as extra trains.

ROAD FREIGHT SERVICE

32. (a) **RATES OF PAY—THROUGH-FREIGHT SERVICE—(O)**. The rate per mile and per day for trainmen in through-freight service shall be:

Per Mile	
Cents	Per Day
16.31	\$16.31

(See rates of pay table, page 100.)

32. (b) **RATES OF PAY—WAY-FREIGHT, WORK TRAIN AND WRECK SERVICE—(O)**. The rate per mile and per day for trainmen in way-freight, work train and wreck service shall be:

Per Mile	
Cents	Per Day
16.74	\$16.74

(See rates of pay table, page 100.)

(For minimum daily earnings for local freights and mine runs, see page 100.)

32. (c) **RATES OF PAY—TRAINMEN IN REGULARLY ASSIGNED TRANSFER SERVICE. CHICAGO SWITCHING DISTRICT**. The rate per mile and per day for trainmen in regularly assigned transfer service, Chicago Switching District, shall be:

Per Mile	
Cents	Per Day
19.95	\$19.95

33. (a) **MONTHLY GUARANTEE—UNASSIGNED AND DAILY ASSIGNED SERVICE**. Trainmen in unassigned and regular daily assigned service who are ready for duty the entire month, losing no time on their own account, will be allowed a minimum of three thousand miles per month, which will include all service performed. All excess over this will be paid for at proportionate rates. Should a trainman lay off, above guarantee shall be reduced on a proration basis for each day not ready for service.

33. (b) **MONTHLY GUARANTEE—ASSIGNED SERVICE NOT DAILY**. Trainmen in regularly assigned service, not daily, who are ready for duty the

entire month, losing no time on their own account, will be allowed a minimum of twenty-six hundred miles per month, plus switching time that may have accrued during the month. All excess over this will be paid for at proportionate rates. Should a trainman lay off, above guarantee shall be reduced on a proration basis for each day not ready for service.

33. (c) Trainmen taken off cars in pool freight service at or prior to 12:00 o'clock noon, or trainmen placed on cars in pool freight service subsequent to 12:00 o'clock noon, will not be considered as being in such service as of that date, and when taken off cars subsequent to 12:00 o'clock noon, or placed on cars prior to 12:00 o'clock noon, will be considered as having been in such service on that date.

Example 1—Rule 33—Trains 39 and 40 are carded daily between A and Z—distance 115 miles; three crews assigned; make round trip in two days, then have lay-over day. Trainman lays off three days in a 31-day month.

Allowance—

28/31 of 2,600 miles, or 2,348 miles.

Example 2—Rule 33—Trainman in pool freight service August 1 to 22, inclusive, secures daily except Sunday regular assignment, and goes on this assignment August 24, having lost August 23, in order to catch the assignment. The car in pool freight service went out on Sunday, August 23. No extra miles were made during the month. Sundays were 2, 9, 16, 23 and 30.

Allowance—

Twenty-two days in pool freight service entitling him to 22/31 of 3,000 mile guarantee, or	2,129 miles
Seven working days in regularly assigned service daily except Sunday, entitling him to 7/26 of 2,600 miles, or.....	700 miles
Total allowance	2,829 miles

Example 3—Rule 33—In pool freight service August 1 to 15, inclusive, making 1,800 miles. In regularly assigned daily except Sunday service August 16 to 31, inclusive, making 900 miles. Sundays were August 2, 9, 16, 23 and 30.

Allowance—

In pool freight service 15 days, making
 1,800 miles, would entitle him to 15/31 of
 3,000 miles, or..... 1,452 miles
 In regularly assigned daily except Sunday
 service, 13 working days, which would
 entitle him to 13/26 of 2,600 miles, or... 1,300 miles
 Total allowance 2,752 miles

Note.—The 348 miles made in pool freight service
 over the guaranteed mileage while in this service is used
 to offset the constructive mileage necessary to make up
 the guaranteed mileage while in regularly assigned daily
 except Sunday service.

Example 4—Rule 33—In pool freight service entire
 month of March, making 2,900 miles, 400 miles of which
 were made while going to stock yards.

Allowance—

Actual mileage made for the month..... 2,900 miles
 Allow 100 miles to make up guarantee of
 3,000 miles 100 miles
 Total allowance 3,000 miles

Example 5—Rule 33—In regularly assigned daily ex-
 cept Sunday service entire month of August, making
 2,900 miles, 600 miles of which were earned account of
 going to stock yards.

Allowance—

Guarantee for month..... 2,600 miles
 Extra mileage going to stock yards..... 600 miles
 Total allowance 3,200 miles

Example 6—Rule 33—In regularly assigned daily ex-
 cept Sunday service August 1 to 14, inclusive.

In regularly assigned daily service August 15 to 31,
 inclusive.

No extra miles made.
 Sundays were 7, 14, 21 and 28.

Allowance—

In regularly assigned daily except Sunday
 service, 12 working days, entitling him to
 12/27 of 2,600 miles, or..... 1,156 miles
 In regularly assigned daily service 17 days,
 entitling him to 17/31 of 3,000 miles, or.. 1,645 miles
 Total allowance 2,801 miles

Example 7—Rule 33—In pool freight service, February 1 to 12, inclusive. Regular daily except Sunday assignment February 13 to 28, inclusive. Sundays were 7, 14, 21 and 28.

Allowance—

In pool freight service 12 days, entitling him to 12/28 of 3,000 miles, or.....	1,286 miles
In regular daily except Sunday service 13 days, entitling him to 13/24 of 2,600 miles, or	1,408 miles
Total allowance	2,694 miles

Example 8—Rule 33—In pool freight service February 1 to 14, inclusive. In regularly assigned daily except Sunday service February 15 to 28, inclusive. In pool freight service he made 1,300 miles. In daily except Sunday assignments he made 1,500 miles. Sundays were 7, 14, 21 and 28.

Allowance—

In pool freight service 14 days, entitling him to 14/28 of 3,000 miles, or.....	1,500 miles
In regularly assigned daily except Sunday service, 12 working days, entitling him to 12/24 of 2,600 miles, or.....	1,300 miles
Total allowance	2,800 miles

Note.—The 200 miles in excess of the guarantee made while in regularly assigned daily except Sunday service is used to offset the constructive mileage necessary on account of his making only 1,300 miles while in pool freight service.

Example 9—Rule 33—In regularly assigned daily except Sunday service February 1 to 16, inclusive, when he takes regularly assigned daily run, but in order to go out on his new assignment it is necessary that he lose February 17. He works in the new assigned service February 18 to 28, inclusive. Sundays are 7, 14, 21 and 28.

Allowance—

In regularly assigned daily except Sunday service 14 days, entitling him to 14/24 of 2,600 miles, or.....	1,517 miles
In regularly assigned daily service 11 days, entitling him to 11/28 of 3,000 miles, or..	1,179 miles
Total allowance	2,696 miles

Note.—He is not entitled to duty time for February 17, account of losing a day due to a change of his own choice.

Example 10—Rule 33—In pool freight service entire month of February, making 3,000 miles of which 600 miles constitute time going to stock yards.

Allowance—

Actual mileage made..... 3,000 miles

Example 11—Rule 33—In regularly assigned daily except Sunday service entire month of April, making 2,600 miles, of which 500 miles constitute time going to stock yards.

Allowance—

Twenty-six days in assigned daily except
Sunday service, entitling him to..... 2,600 miles
Plus mileage made going to stock yards... 500 miles
Total allowance 3,100 miles

Example 12—Rule 33—In pool freight service April 1 to 20, inclusive, and goes into regularly assigned daily except Sunday service, working in same service until April 30. Sundays are 7, 14, 21 and 28.

Allowance—

In pool freight service 20 days, entitles him
to 20/30 of 3,000 miles, or..... 2,000 miles
In regularly assigned daily except Sunday
service, 8 working days, entitling him to
8/26 of 2,600 miles, or..... 800 miles
Total allowance 2,800 miles

Example 13—Rule 33—In pool freight service April 1 to 10, inclusive, making 400 miles as a conductor, when he is reduced to trainman, taking regularly assigned daily service for the balance of the month, making 2,700 miles as a trainman.

Allowance—

In pool freight service as conductor 10 days,
entitling him to 10/30 of 3,000 miles, or.. 1,000 miles
As trainman he made 2,700 miles in 20 days,
but as he was allowed 600 miles to make
up his guarantee as a conductor, this
amount should be deducted from his ex-
cess mileage over his guarantee, while

working as a trainman, leaving amount
 due him as trainman..... 2,100 miles
 Total allowance 3,100 miles

Example 14—Rule 33—In regularly assigned daily except Sunday service, April 1 to 15, inclusive, and in regular daily assigned service April 16 to 30, inclusive, making no extra miles in either service; Sundays were 1, 8, 15, 22 and 29.

Allowance—

In regularly assigned daily except Sunday service 12 working days, entitling him to 12/25 of 2,600 miles, or..... 1,248 miles
 In regularly assigned daily service 15 days, entitling him to 15/30 of 3,000 miles, or.. 1,500 miles
 Total allowance 2,748 miles

Example 15—Rule 33—In regularly assigned daily service as a conductor April 1 to 15, inclusive, making 2,000 miles, when he is reduced to a trainman and remains in the same class of service from April 16 to 30, inclusive, making 1,000 miles.

Allowance—

In regularly assigned daily service as conductor 15 days, making 2,000 miles, entitling him to..... 2,000 miles
 In regularly assigned service as trainman 15 days, entitling him to 15/30 of 3,000 miles, or 1,500 miles, but as he made 500 miles more than his guarantee as a conductor, this amount should be deducted from his guarantee as a trainman, leaving mileage due him as trainman..... 1,000 miles
 Total allowance 3,000 miles

Example 16—Rule 33—In pool freight service April 1 to 15, inclusive, as a conductor making 1,000 miles, and in the same class of service as a trainman from April 16 to 30, making 2,000 miles. He was in the same class of service the entire month, but while working as a conductor he made only 1,000 miles in 15 days; he is entitled to 15/30 of 3,000 miles, and the allowance as a conductor should be 1,500 miles

However, as he made 2,000 miles as a trainman, making the total monthly mileage 3,000 miles (which under the guarantee is all he is entitled to), and as he has been allowed 500 constructive miles to make up his guarantee for the time in the service as a conductor, this amount should be deducted from the actual mileage made as a trainman, provided that amount would not reduce the mileage of the trainman to a lesser figure than his guarantee will allow (which in this case does not), therefore, as a trainman he is entitled to

15/30 of 3,000 miles, or.....	1,500 miles
Total allowance	3,000 miles

Example 17—Rule 33—Trainman in unassigned (pool freight) service and regularly daily assigned service August 1 to 22, inclusive; upon completion of assignment August 22 lays off of own accord for balance of month.

Allowance—
22/31 of 3,000 mile guarantee, or 2,129 miles.

Example 18—Rule 33—Trainman in unassigned (pool freight) or daily assigned service February 1 to 14, inclusive, lays off balance of the month.

Allowance—
14/28 of 3,000 miles, or 1,500 miles.

Example 19—Rule 33—Trainman in regularly assigned service, not daily February 1 to 16, inclusive, lays off balance of month. Sundays are 6, 13, 20 and 27.

Allowance—
14/24 of 2,600 miles, or 1,517 miles.

Example 20—Rule 33—Trainman in regularly assigned service, not daily, August 1 to 23, inclusive, lays off balance of month; Sundays are 1, 8, 15, 22 and 29.

Allowance—
19/26 of 2,600 miles, or 1,900 miles.

Example 21—Rule 33—Trainman in regularly assigned service, not daily, August 1 to 23, inclusive, lays off balance of month; Sundays are 4, 11, 18 and 25.

Allowance—
20/27 of 2,600 miles or 1,926 miles.

Example 22—Rule 33—Trainman in regularly assigned service, not daily, August 1 to 23, inclusive, lays off balance of month; assignment not scheduled to operate on Saturdays—Saturdays are 7, 14, 21 and 28.

Allowance—

20/27 of 2,600 miles or 1,926 miles.

Example 23—Rule 33—Trainmen assigned to trains carded daily—5 crews assigned, working four days, lay-over fifth day. Trainman worked February 1 to 21, inclusive—lays off balance of the month.

Allowance—

21/28 of 2,600 miles or 1,950 miles.

Question 1—Rule 33(b)—Trains 230 and 231 are carded daily between "A" and "Z", distance 145 miles, three crews assigned; make round trip in two days, then have layover day. What are trainmen entitled to for month of September?

Answer—Twenty-nine hundred actual miles, plus switching time if any accrues.

Question 2—Rule 33(b)—Same as above. Trainman lays off one round trip. What is he entitled to for month of September?

Answer—Twenty-six hundred ten actual miles, plus switching time if any accrues.

Question 3—Rule 33(b)—Trainman on three crew way-freight lays off one round trip; run does not make 2,600 miles in any month. How much time should be deducted from monthly guarantee?

Answer—3/28, 3/30 or 3/31 (as the case may be) of 2,600 miles.

36. (a) **BASIC DAY—(S)**. In all road service, one hundred miles or less, eight hours or less (straightaway or turnaround), shall constitute a day's work. Miles in excess of one hundred will be paid for at the mileage rates provided.

SHORT TRIPS ACCOUNT ENGINE FAILURES, ETC.—(M). Short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another

intermediate point and return, on account of engine failure, running for fuel or water, running for wreck car or carmen, or on account of a derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

OVERTIME—(S). On runs of one hundred miles or less overtime will begin at the expiration of eight hours; on runs of over one hundred miles, overtime will begin when the time on duty exceeds the miles run divided by twelve and one-half. Overtime shall be paid for on the minute basis, at a rate per hour of three-sixteenths of the daily rate.

COMBINATION ROAD SERVICE—(S). Trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip. (See interpretation, page 153.)

36. (b) **DEFINITE TERMINALS DEFINED.**
Definite terminals on the various divisions are as follows:

Galena Division (Northern District)

Proviso. For all freight trains, except stock trains going through to Union Stock Yards, coal trains destined Crawford Avenue Yard, and trains which are scheduled to or from California Avenue Yard.

Clinton.

Spring Valley.

Galena Division (Southern District)

Nelson.

South Pekin.

Benld.

Iowa Division (East Sub-Division)

Clinton.

Belle Plaine. Except crews en route to or from Tama.

Boone.

Iowa Division (West Sub-Division)

Boone.

Council Bluffs.

Iowa Division (Sioux City District)

Carroll.

Iowa Division (Mason City District)

Belle Plaine.

Mason City.
 Tracy.
Iowa Division (Eagle Grove District)
 Eagle Grove.
 Hawarden.
 Tama.
Nebraska Division
 Fremont. (For Fremont crews only.)
 Freight Yard (Norfolk).
 Long Pine.
Nebraska Division (Sioux City District)
 Sioux City.
Black Hills Division (Black Hills District)
 Long Pine.
 Chadron.
 Deadwood.
Black Hills Division (Wyoming District)
 Chadron.
 Casper.
 Lander.
Wisconsin Division (Wisconsin District)
 Crawford Avenue.
 South Janesville.
 North Fond du Lac.
 Butler.
 Milwaukee.
Wisconsin Division (Madison District)
Old Line. **Sparta Line.**
 Winona. Winona.
 Madison—Monona Yard. Adams.
 South Janesville. Butler.
 South Janesville.

OPERATING TURNAROUND RUNS BETWEEN MADISON—MONONA YARD AND SOUTH JANESVILLE. The railway company may, at its discretion run turnarounds, Madison—Monona Yard to South Janesville and return to Madison—Monona Yard direct via Fellows and Leyden, and such trainmen will not tie up at turnaround point even though it is a definite terminal, provided they are notified when called they are to be used in turnaround service.

When unassigned trainmen making turnaround trips Madison—Monona Yard to South Janesville direct via Fellows and Leyden and return run around pool train-

men tied up at South Janesville when such latter trainmen are available, that is, ready for duty, and they are held at South Janesville to exceed twenty-four hours after their rest is up they will be paid 100 miles for being run around. The provisions of rule 70, trainmen's schedule, are not affected nor modified hereby. No trainman is considered as having been run around unless his rest is up and he is available for service. The railway company is privileged to run trainmen regularly assigned in this territory, and there is no question as to their right to run around pool trainmen at South Janesville.

DAKOTA DIVISION (Minnesota District)

Winona.	Tracy.
Waseca.	Watertown.

DAKOTA DIVISION

Huron.	Hawarden.
Pierre.	Tracy.
Oakes.	Rapid City.

LAKE SHORE DIVISION (Fond du Lac District)

Marshfield.	North Fond du Lac.
South Janesville.	Butler.

LAKE SHORE DIVISION (Green Bay District)

North Green Bay.	Butler.
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LAKE SHORE DIVISION (Ashland District)

Ashland.	Kaukauna.
Antigo.	Marshfield.

LAKE SHORE DIVISION (Peninsula District)

Escanaba.	Green Bay.
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Except as otherwise provided, trainmen in unassigned freight service (pool) complete trip or day's work at definite terminals. If required to continue on a succeeding trip or day's work without being released from duty, a new day or trip begins when they leave such terminals.

Trainmen in unassigned freight service (pool), when released at any point, terminate the day or trip, and when again used at or from such point, a new day or trip begins, except as otherwise provided.

Trainmen on assigned runs tie up after completion of regular assignment. When used in freight service prior to beginning or subsequent to completing work on

regular assignment will be compensated therefor in accordance with provisions of Section (a).

Trainmen on assigned runs are not affected by the definite terminal features, except when their assignment is completed at such definite terminals.

RUNNING THROUGH BELLE PLAINE, IOWA.

Iowa Division (east sub-division) trainmen en route to or from Tama, may be run through Belle Plaine without penalization to the Railway Company, under provisions of terminal rules.

Trainmen will be run through Belle Plaine to Tama only when operation requires it, and when so used will be ordered out of Tama, when practicable, at such time as to effect movement through Belle Plaine as nearly as possible in turn with men laying at that point. This provision will not, however, operate to interfere with the expeditious movement of livestock, perishable or time freight.

Trainmen handling trains through to Tama will not be required to separate trains in order to avoid switching by yard crews, but will separate and dispose of trains on designated tracks in a reasonable manner that does not involve unnecessary switching by road trainmen.

36. (c) **SHORT TRIPS OR TURN-AROUNDS (M).** Trainmen in pool or irregular freight service may be called to make short trips or turnarounds, with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of one hundred miles for a day, provided (1), that the mileage of all the trips does not exceed one hundred miles; and (2) that trainmen shall not be required to begin work on a succeeding trip out of initial terminal after having been on duty eight consecutive hours, except as a new day, subject to Rule 44.

36. (d) **FIVE MILE ZONE—FREMONT.** A five mile zone is established in any direction from Fremont. Trainmen starting from Fremont may go to any point within the five mile zone, and go thence through Fremont to destination, whether it be a station on Lincoln or Superior Lines on the south, Norfolk on the west, or Council Bluffs, South Omaha, Omaha, or Missouri Valley on the east.

Trainmen called for turnaround service may operate between Linwood or Nickerson on the west, to Blair or Irvington on the east, going directly through Fremont. When trainmen in this service arrive at Fremont after having been on duty eight hours or more, or having made one hundred miles or more, they shall be relieved.

Trainmen may leave Fremont, go direct to Missouri Valley, Omaha, South Omaha, Council Bluffs, or to any point on the Lincoln or Superior Lines, or a point west on main line and return to Fremont without taking their turn on the board at any of these various points; but when Fremont trainmen leave one of these outside points and are run to Fremont they shall be relieved from duty for that trip and subsequently go out of Fremont in their turn.

It is understood, in this connection, that East End is not Fremont.

All regulations as to overtime, delay time, etc., apply in these various instances, the same as elsewhere.

Question 1—Rules 36(a) and (b) How should temporary vacancies on regular assignments be filled?

Answer—When temporary vacancies occur on regular assignments, such vacancies shall be filled by trainmen from extra board until a subsequent regular assignment is made or the regular assignee resumes work. When in emergency, trainmen in pool freight service are temporarily used on regular assignments, they are not to be deprived of any allowances provided for trainmen in pool freight service under Rules 36(a) and (b).

Example—Trainmen in pool freight service working between definite terminal "A" and "B" are used temporarily on a regular assignment scheduled from "A", through definite terminal "B" to "C". The trainmen in pool freight service while substituting for the regularly assigned trainmen shall be compensated on the basis of an additional day for service performed "B" to "C", account running through "B", definite terminal, for trainmen in pool freight service.

Question 2—Rules 36(a) and (b) How are pool freight trainmen to be paid who catch a carded run to which regular trainmen have not been assigned, in their turn in pool freight service? Will Rules 36(a) and

(b) apply to these trainmen and will they be compensated accordingly?

Answer—First. Miles under the rules. Second—Rule 36(a) applies, also Rule 36(b) if tied up at other than definite terminals.

Question 3—Rule 36. What allowance is to be made when trainmen make 44 miles on their own division and at an intermediate point go onto a foreign division and make 40 miles more on the foreign division?

Answer—Total of one hundred miles for entire service.

(See questions and answers following Rule 54.)

37. **MIXED TRAINS.** Mixed trains shall be classed as freight trains and trainmen compensated accordingly.

38. (a) **WORK TRAINS DEFINED.** Trains assigned to construction, maintenance or betterment work, shall be considered work trains.

This rule shall also include snow plow and flanger service when time exceeds miles.

38. (b) **DEADHEADING IN CONNECTION WITH SNOW SERVICE.** Trainmen deadheading in caboose for relief in snow plow service will be allowed time or miles, whichever is the greater, at through-freight rates, as provided in Rule 81, with the understanding that this basis of compensation will be applicable only when trainmen are deadheading on trains performing snow plow service.

Example 1—Rule 38(a) Trainmen on duty in snow plow service 6 hours, 30 minutes, running 48 actual miles.

Allowance—

One hundred miles at through-freight rate.

Example 2—Rule 38(b) Trainmen in snow plow service, 7:00 P.M. to 7:00 A.M., 12 hours, deadhead with other crew same service, 7:00 A.M. to 7:00 P.M.

Allowance—

12 hours way-freight rate.

12 hours deadheading at through-freight rate.

Example 3—Rule 38(b) Trainmen run 120 miles, on duty 9:00 A.M. to 5:00 P.M., 8 hours, deadhead with

other crew same service, 5:00 P.M. to 4:00 A.M., making 150 miles.

Allowance—

120 miles through-freight, trainmen making miles.
150 miles deadheading at through-freight rate.

Example 4—Rule 38(b) Trainmen worked 8:00 A.M. to 5:00 P.M., made 120 miles—9 hours, deadhead 7:00 P.M. to 5:00 A.M., 100 miles—12 hours.

Allowance—

120 miles through-freight rate, trainmen made miles.
12 hours deadheading, figuring time on duty from 5:00 P.M. to 5:00 A.M., the two hours intervening not to be lost to either crew when making hours.

Under this example it must be understood that trainmen were relieved from actual service, and ordered to deadhead at 5:00 P.M.

If trainmen were not relieved from actual service until 7:00 P.M., they would be allowed 11 hours for road service and 10 hours for deadhead service.

If trainmen were tied up at 5:00 P.M. and then called for deadhead service at 7:00 P.M., the allowance would be 120 miles for road service and 10 hours for deadhead service. They would not be entitled to compensation for the time off duty from 5:00 P.M. to 7:00 P.M.

Example 5—Rule 38(b) Two crews in rotary snow plow service, one working, one deadheading, leave Tracy 7:00 A.M., work to Canby, arrive 11:00 A.M., crew working held by orders account of heavy storm until 7:00 P.M., crew deadheading ordered for 7:00 P.M.

Allowance—

12 hours trainmen working at way-freight rate.
12 hours trainmen deadheading at through-freight rate.

39. HANDLING CABLES OR SIDEBOARDS. OPERATING RAIL LOADING MACHINES, ETC.

Trainmen will not be required to load or unload cables or sideboards, or operate rail loading machines, flangers, weed scalders, ditchers, or unloading levers on exclusive ballast trains, at unloading points where track forces are employed.

40. MINIMUM DAY ACCOUNT ACCIDENT OR INJURY. When trainmen, by reason of accident or

injury, do not complete their day's work, they shall be allowed a minimum of one hundred miles for the day.

41. (a) **WAY-FREIGHT AND SWITCH RUNS DEFINED.** Trains regularly scheduled or assigned to load or unload way-freight or to do station switching, or run for switching purposes, shall be classed as way-freight or switch trains, and trainmen shall be paid accordingly.

41. (b) (T). Through-freight trains required to do station switching en route, including the placing of company coal in elevated chutes, load or unload way-freight, **OR SET OUT OR PICK UP AT FOUR OR MORE STATIONS EN ROUTE**, will be paid way-freight rate for the entire trip.

NOTE: The following will not be considered switching or way-freight work under this rule: Setting out cars from their own train, picking up cars to go forward in their own train, placing of perishable freight and stock cars from their own train, placing and unloading stock cars from their own train, placing and loading empty stock cars to go forward in their own train. Replacing cars displaced in picking up or setting out will not be classed as station switching.

Question—Rule 41. Shall trainmen en route be required to segregate cars in their trains?

Answer—Trainmen will not be required to segregate cars in their train en route. They should, however, pick up cars in their trains as advantageously as possible, where it can be done without additional switching.

42. **SUNDAY SERVICE — ASSIGNED WAY-FREIGHT AND SWITCH RUN TRAINMEN.** Assigned way-freight and switch run trainmen will not be required for dead freight service on their Sunday layover time, nor for any service during their Sunday layover time when pool freight trainmen are available at the layover point of such way-freight or switch run trainmen.

43. **MILEAGE OUTSIDE OF REGULAR ASSIGNMENT.** Trainmen on assigned runs will receive additional compensation for all mileage made outside of their runs on not less than a minimum day basis, except

as provided in second paragraph of Rule 36(a) and Rule 46; such extra mileage will be used to make up the three thousand mile guarantee only. Running a train under changed designation over the same route of regular run not to apply under this rule.

When assigned runs are annulled temporarily on account of snow blockades, washouts, or wrecks, trainmen may be used in other service, and such mileage will be used to make up their monthly guarantee.

Trainmen on assigned runs used in other service out of terminals will take their turn with trainmen in unassigned service under provisions of Rule 44, except that when unassigned trainmen are available at such terminals trainmen taken off regular assignment, in these circumstances, will not be considered as listed until the scheduled leaving time of their regular assignment, provided the regular assignment is scheduled from that point, otherwise they will take their turn under provisions of Rule 44.

Example 1—Rule 43. There are two crews at a terminal.

Brakemen Smith and White regularly
assigned, arrived1:00 A.M.
Brakemen Brown and Jones, pool freight
service, arrived2:00 A.M.

Smith and White's regular assignment scheduled to depart from that terminal at 1:00 P.M., is annulled; Smith and White placed in pool freight service under the provisions of Rule 43.

Two crews wanted for pool freight service, first for 1:30 P.M., second for 2:00 P.M.

It will be proper to call Smith and White for the 1:30 P.M. train inasmuch as they were scheduled to leave 1:00 P.M. on their regular assignment, and were listed at that time for pool freight service.

Example 2—Rule 43. Under same circumstances crew wanted for same service for 11:00 A.M.

Call Brown and Jones as Smith and White's regular assignment is not scheduled to leave until 1:00 P.M. Therefore, Smith and White cannot be considered listed under the provisions of third paragraph of Rule 43.

44. **FIRST-IN, FIRST-OUT.** On other than assigned runs, trainmen will be run first-in first-out of

terminals, when the "Hours of Service Law" will permit. Trainmen who have had required rest, and are run-around at terminals on account of not being called in turn, will be allowed fifty miles at through-freight rates and retain place on board. Trainmen arriving at terminal in connection with case of engine failure will not be considered as having arrived under provisions of this rule unless relieved from duty. In case of accident requiring immediate service, the first trainmen available may be used without penalty.

Question—Rule 44. Do the provisions of Rule 44 apply to pool freight trainmen when tied up at a point not a terminal as terminals are defined in Rule 36(b)?

Answer—When two or more pool freight crews are tied up at a point, not a terminal as terminals are defined in Rule 36(b), where for operating reasons, pool freight crews are usually assembled, such pool freight crews will be run first-in first-out of such point with respect to each other, provided the "Hours of Service Law" permits. This does not apply to crews tied up under the provisions of Rule 106(c).

45. TRAINMEN ON ASSIGNED RUNS NOT USED. Trainmen on assigned runs, who have not been given an opportunity to go out in their turn, provided they have not been displaced under other provisions of this agreement, and have had sufficient rest, will be paid for all time or mileage lost. This rule does not apply to trainmen in pool freight service.

46. DOUBLING HILLS, RUNNING FOR COAL AND WATER. Trainmen doubling or pushing trains over hills, running for coal or water, pushing or doubling trains into sidings, etc., will be allowed actual mileage in addition to the mileage of the trip, such mileage to be used to make up the constructive day, all trainmen to be compensated for such service.

47. FREIGHT TRAINMEN TEMPORARILY IN PASSENGER SERVICE. Freight trainmen temporarily in passenger service will be paid miles at through-freight rate, under passenger rules, with a minimum of one hundred miles for each day used. Temporarily is construed to mean less than a calendar month. An extra

trainman shall not receive more pay for part of a month than the regular trainman would have received for the whole month.

This rule does not apply to trainmen who perform both freight and passenger service on the same day or trip, in which case fourth paragraph of Rule 36(a) applies.

48. HELD OFF REGULAR ASSIGNMENT FOR SPECIAL SERVICE. Trainmen taken off their regular assignment to work on other trains shall be allowed one hundred miles per each trip day at their assigned rates for all days lost while waiting to take such trains and while waiting to resume their regular assignment. The Company reserves the right to use trainmen thus detached on other runs than those held for, should they so elect, provided there are no available extra trainmen on extra board at that point. Above allowance to be used to make up a constructive month.

Question 1—Rule 48. Trainmen are taken off their regular assignment to work temporarily on regular passenger trains. Are they entitled to 100 miles per day for all days lost while waiting to go out on such trains and while waiting to resume service on their regular assignment? Does Rule 48 apply only to cases where trainmen are held off regular assignments for service on special trains?

Answer—First: Yes. Second: No.

Question 2—Rule 48. Trainman assigned to pool freight service by bulletin or choice is called for service on other trains. He loses 3 days, waiting to catch his car, which is in work train service. What rate of pay would apply to three days lost?

Answer—Work train rate.

Question 3—Rule 48. Do the provisions of Rule 48 apply to set-back conductors when promoted and used as conductors in emergency?

- (a) When set-back conductor is the senior set-back conductor on the division.
- (b) When the set-back conductor is not the senior set-back conductor on the division.

Answer—(a) No. (b) Yes.

49. CONSIST OF WAY-FREIGHT CREWS.

Way-freight trains will be manned by three trainmen on the following main lines:

Between Chicago and Council Bluffs.

Between Chicago and Elroy.

Between Chicago and Milwaukee.

51. ASSIGNED RUNS — BULLETIN. All scheduled trains, log or switch trains scheduled or not, shall be considered as preferred runs and will be bulletined for five days and assigned to the senior trainman or trainmen applying for same. This will apply to scheduled trains only when there are corresponding scheduled trains in the opposite direction, except that when there are extra trains operated regularly which can without penalty to the Railway Company, be coupled with scheduled trains in the opposite direction, such action may be taken in establishing assignments. Bulletins creating assignments will be specific with respect to naming destination, points of lay-over and territory in which service is to be performed with reasonable degree of regularity.

MANNING OF WORK OR GRAVEL TRAINS.

Work or gravel trains will be manned by pool freight trainmen or extra trainmen who shall not be displaced for a period of five days except, in event such work trains are tied up at terminals, pool freight trainmen will be used in their turn for the five-day period; at the expiration of which the senior trainman or trainmen on the division having made written application within the five-day period will be assigned. If no applications are received, the junior trainman or trainmen will be assigned.

The provisions of Rules 70 and 106 (g) do not apply to trainmen in work or gravel service under the provisions of this rule, nor to trainmen substituting in place of those regularly assigned.

Trainmen temporarily laid off or laying off will not be assigned to runs, but on return to service will be permitted to take any run to which they may be entitled, under the provisions of this rule, which may have been bulletined or established during their absence.

Trainmen in service three days during the period an assignment is under bulletin and not making application

therefor under provisions of the bulletin will not be permitted to displace a junior trainman assigned thereto under provisions thereof.

Trainmen regularly assigned to work trains after five days under the provisions of this rule will be permitted to take any run to which their seniority entitles them when their work or gravel train assignment is discontinued.

52. TRAINMEN OF TWO OR MORE CREWS—REGULAR ASSIGNMENT—AT A TERMINAL.

When trainmen of two or more crews of a regular assignment are at a terminal of the assignment, trainmen due out on a specific train and day will be used.

53. UNION STOCK YARDS WORK—CHICAGO.

Road trainmen going through Crawford Avenue to Union Stock Yards, Chicago, and returning to Proviso or Crawford Avenue, will be paid extra on the basis of fifteen miles per hour, for such service. Terminals for trainmen so run through to be Crawford Avenue for the Wisconsin Division, Crawford Avenue on the going trip and Proviso or Crawford Avenue on the return trip for the Galena Division. Union Stock Yard mileage will not be used to make up the twenty-six hundred mile guarantee.

Road trainmen bringing stock trains to Crawford Avenue, Chicago, will, on request, be relieved by Stock Yard Relief Trainmen or pool trainmen when available.

RELIEF SERVICE—UNION STOCK YARDS, CHICAGO. Trainmen will be assigned for relief service in Union Stock Yards work (Chicago) and, when available, will be used before pool freight trainmen are called. When assigned trainmen are not available, pool freight trainmen shall be used. Relief trainmen (either assigned or pool freight) may be used for one or more trips and will be paid fifteen miles per hour continuously from time ordered to report for duty until relieved at the end of the last trip, with a minimum of one hundred miles. Relief trainmen will operate with road cabooses. The provisions of Rule 44 will apply to first trip but will not apply to subsequent continuous trips. Where only a part of the crew is relieved, relief will be furnished from the extra board.

54. (a) BEGINNING AND ENDING OF DAY.

In all classes of service other than passenger, time will commence at the time required to report for duty and shall continue until the time relieved from duty. The management may designate the time for reporting for duty.

54. (b) (S) If the train is not on overtime on arrival at the final terminal but the overtime period commences before final release, special payments accruing at the final terminal up to the period when overtime commences will be allowed on the basis of pro rata rates, but time thereafter shall be paid on the actual minute basis at a rate per hour of three-sixteenths of the daily rate.

Question 1—Rule 36(b), 54, 56 and 58—Suppose pool freight trainmen are tied up at a point other than as defined in Rule 36(b). Should terminal time be paid as per Rules 54, 56 and 58 at these points?

Answer—Pool freight trainmen not assigned to service between points other than those defined in Rule 36(b), would be paid terminal time earned under Rules 54, 56 and 58.

Question 2—Rules 36(b), 54, 56 and 58—Suppose the same question came up when trainmen assigned to regular service were tied up before reaching their terminal. Would Rules 54, 56 and 58 apply?

Answer—Trainmen assigned to regular run, tied up before reaching terminal of such run, would be allowed terminal time earned under Rules 54, 56 and 58.

Trainmen assigned to work train would be allowed time earned under Rule 54. Rules 56 and 58 would not apply to work trains.

55. SEPARATING YARD AND ROAD WORK.

Road and yard work will be kept separate. The practice of calling on trainmen for yard work when yardmen are not available will be continued.

Trainmen called for yard service under provisions of this rule, will be called in their turn under provisions of Rule 68(a) and will be required to take such service.

56. TERMINAL SWITCHING. Trainmen required to perform switching at terminal stations of their

runs WHERE YARD ENGINES ARE NOT OPERATED will be paid on minute basis with a minimum of one hour at a rate per hour of three-sixteenths of the daily rate according to class of service. Switching allowance to be independent of road trip time.

Trainmen on way-freight or switch runs of seventy miles or less will not receive extra compensation for switching at initial terminal WHERE YARD ENGINES ARE NOT OPERATED.

Pay for switching under this rule will be computed on following bases:

- (1) At initial terminal from time crew required to report as a unit without regard to preparatory time or performance of individual duties until completion of work and train is coupled together ready for road trip.

NOTE: On assignments where the third brakeman is required to report for duty at a later time, the time crew is required to report as a unit will be the time the balance of train crew reports for duty.

- (2) At final terminal from time train arrives at designated point where final terminal delay begins until switching is completed.

Doubling over train, account of yard track of insufficient length to hold same is not classed as switching.

Example 1—Rule 56—Way-freight or switch run of 70 miles or less—YARD ENGINE NOT OPERATED AT INITIAL TERMINAL.

Crew reports as unit 7:00 A.M.

Switch until 9:00 A.M.

Arrive "Z" and released at 2:30 P.M.

Allowance—100 miles at pro rata way-freight rate.

Example 2—Rule 56—Way-freight or switch run of 70 miles or less—YARD ENGINE NOT OPERATED AT FINAL TERMINAL.

Crew reports as unit 7:00 A.M.

Arrive designated track "Z" at 1:30 P.M.

Switch at "Z" and released 2:30 P.M.

Allowance—100 miles at pro rata way-freight rate, plus 1 hour at $\frac{3}{16}$ daily road rate per hour.

Example 3—Rule 56—Way-Freight or switch run of 70 miles or less—switching final terminal—final terminal delay—YARD ENGINE NOT OPERATED.

Crew reports as unit and departs 7:00 A.M.
Arrive designated track at "Z" 12:30 P.M.
Switch until 1:30 P.M.
Delayed until and released at 2:30 P.M.

Allowance—100 miles at pro rata way-freight rate, plus 1 hour at 3/16 daily road rate per hour (final terminal switching), plus 1 hour final terminal delay at pro rata road rate.

Example 4—Rule 56—Initial terminal switching through-freight service—YARD ENGINE NOT OPERATED.

Crew reports as unit 7:00 A.M.
Switch until and departs at 7:35 A.M.
Arrive "Z" and released at 4:30 P.M.

Allowance—Minimum of 100 miles at pro rata rate, plus 1 hour and 30 minutes overtime at 3/16 daily road rate per hour, plus 1 hour switching at 3/16 daily road rate per hour.

(See questions and answers following Rule 54.)

57. SWITCHING AT TERMINALS DEFINED.

When trainmen are required to switch their trains, put away trains, make up other trains, load or unload stock, actually switch cars to be loaded to go forward in their own or other trains, such work will be classed as switching.

58. FINAL TERMINAL DELAY. Except as otherwise provided in this rule, road rule 56, and yard rule 3, trainmen shall, when overtime is not allowed, be paid on the basis of one mile for each four and eight-tenths minutes for all time delayed at final terminal provided such time amounts to thirty minutes or more computed from time train stops on receiving track or is stopped at entrance to yard where train is to be yarded, until released, and shall include all service performed.

Trainmen on east-bound movements of freight trains into Proviso Yard will, when overtime is not allowed, be paid for all time delayed, on the basis of one mile for each four and eight-tenths minutes, provided such time

exceeds forty-five minutes, with a minimum allowance of one hour. Time for Galena Division trainmen to be computed from time of arrival at "HM" tower, and for Wisconsin Division trainmen from time engine arrives at switch connecting Des Plaines Valley Line with the Galena Division Yard, until relieved.

Provisions of this rule apply to work train service only at definite terminals designated in Rule 36(b), and then only when such definite terminals are not a working point.

Road mileage will cease where delay time begins. Delay time will not be used to make up constructive day's work but will be used to make up monthly guarantee.

Note 1.—The term "entrance to the yard" under this rule shall mean that portion of the lead adjacent to the track where train is to be yarded and upon which engines usually operate in performing train yard switching.

Note 2.—Stopping to open or close switches, or stop for railway crossings or for drawbridges will not be considered a delay under this rule.

Note 3.—The limits within which delay time may accrue when trains are delayed, as provided in this rule, are extended as follows:

Crawford Avenue, Chicago. When train arrives at Augusta Street.

Clinton, Iowa. Trains from the west, heading into west yard, on arrival at Camanche, stock switch, for trains icing cars; crossover near Glucose Works, for trains moving on main track to Fifth Street Yard; on trains from the east, when train is held at So. Fulton Tower account inability to receive same in a yard at Clinton, Ia.

Nelson (Galena Division). When engine arrives at coal chute.

Dalzell. When train arrives at most easterly switch.

Benld. When train arrives at "ON" Tower.

Sioux City. Eastward trains when they arrive at 28th Street, and westward trains when they arrive at Dace Street.

Mason City. On in-bound trains from the south, south switch, Clear Lake Transfer.

Grand Avenue Yard, Chicago. When train arrives at Division Street Tower.

Milwaukee. On in-bound trains via Chase when train arrives at Kinnickinnic Bridge, and on trains via Bay View for Allis when train arrives at Washington Street Tower.

North Green Bay. On in-bound trains from the north when train arrives at outer switch; on in-bound trains from the south when caboose passes K.G.B.&W. crossing north of passenger station.

Escanaba. On in-bound trains between north wye switch and the passenger station; on in-bound ore trains when train arrives on scale track, No. 6 yard.

Ishpeming. On in-bound trains when train arrives at passenger station.

Ashland. On in-bound trains when train arrives at south switch, Ore Dock Yard.

Boone. On in-bound trains between interlocking plants and when delayed by interlocking plants before passing them.

On in-bound trains from the West when stopped after arriving at Division Street and before arriving at 8th Street Interlocking Plant, final terminal delay will commence at the time first stop is made.

Missouri Valley.) On in-bound trains
Carroll and Tama.) when delayed at or
between outer main line switches.

Belle Plaine. On southbound trains, at stop board 400 feet north of Iowa Division (East Sub-Division) main line.

On east-bound trains Iowa Division (East Sub-Division) at home signal west interlocking plant.

On west-bound trains at Ninth Avenue.

Winona. On in-bound trains between the C.M.St.P. &P. crossing and the passenger station.

North Fond du Lac. Between "WF" and "DX" Towers. At or beyond "NW" Tower.

Fremont. On in-bound trains when train arrives at East End.

Note:—Under all of the above extension of limits, road mileage ceases where terminal time begins.

Example 1.—Rule 58—100-mile Run:

Ordered for duty.....	1:00 A.M.
Ordered to depart.....	2:15 A.M.
Departed.....	2.30 A.M.

Arrived at entrance to yard destination
 terminal (stopping) 8:00 A.M.
 Arrived on receiving track..... 8:20 A.M.
 Relieved from duty..... 8:50 A.M.

Allowance—

Mileage..... 100 Miles
 Destination terminal delay..... 50 Minutes

Example 2—Rule 58—100-mile Run:

Ordered for duty..... 6:00 A.M.
 Ordered to depart..... 7:00 A.M.
 Departed..... 7:30 A.M.
 Stopped at entrance to yard at destination..... 1:25 P.M.
 Arrived on receiving track..... 1:40 P.M.
 Relieved from duty..... 2:00 P.M.

Allowance—

Mileage..... 100 Miles
 Destination terminal delay..... 35 Minutes

Example 3—Rule 58—Switching at point en route where YARD ENGINE NOT OPERATED—final terminal delay.

Crew reports for duty as unit 7:00 A.M.
 Arrive "B", point en route, 10:30 A.M.
 Switch until 11:45 A.M.
 Arrive designated track at "Z" 1:00 P.M.
 Delayed and released from duty 2:00 P.M.

Allowance—

Minimum of 100 miles at pro rata rate, plus 1 hour final terminal delay at pro rata rate.

Question 1—Rule 58—Train arriving Butler, is stopped on lead entering yard and draft iron is pulled out; train delayed 1 hour and 12 minutes. Account of this delay, another train is held out on main line and is delayed same length of time. What allowance would be made to both crews under Rule 58?

Answer—Trainmen on first train would be allowed one hour and twelve minutes destination terminal delay. Trainmen on second train would be allowed delay time under the rules from time stop was made behind caboose of first train. This would not apply to trainmen on any other following train.

Question 2—Rule 58—Called for Extra North at Belle Plaine to depart at 6:30 P.M., caboose passes south switch Clear Lake Transfer, at 3:40 A.M., and trainmen relieved from duty 4:40 A.M., after yarding train and engine. What allowance for destination terminal delay: Trainmen make miles.

Answer—Mileage allowed to place where first stop was made after passing south switch, Clear Lake Transfer. Delay time allowed from first stop until finally relieved from duty, provided there was a delay thirty minutes or more.

Question 3—Rule 58—Same territory, southbound. Stopped at Belle Plaine 400 feet north of Iowa Division (East Sub-Division) main line at 1:30 A.M.; held there until 2:50 A.M.; train yarded, engine put away and trainmen relieved at 3:05 A.M. What allowance for destination terminal delay? Trainmen make miles.

Answer—1 hour and 35 minutes. This allowance made account of delay not properly chargeable to stop for railway crossing.

Question 4—Rule 58—Way car passes south switch, Clear Lake Transfer, at 4:40 A.M.; stops at C.M.St.P. & P. interlocking plant at 4:45 A.M., by reason of plant being out of order or operator asleep; departs at 4:53 A.M.; relieved and train and engine put away at 5:16 A.M. What allowance to be made? Trainmen made miles on trip.

Answer—If delay at C.M.St.P.&P. crossing was caused by interlocking plant being out of order and consequent necessity for switches and derails being thrown by hand, there would be no allowance under Rule 58. However, if delay was caused by leverman being asleep, allowances would be made under Rule 58.

Question 5—Rule 58—Under Rule 58 and note under same is it considered a stop when a train is stopped at a railway crossing by reason of another road using it switching?

Answer—Under Rule 58 and notes appended thereto, an ordinary stop for a railway crossing or stop on ac-

count of crossing being occupied by a train on opposing line using same, or on account of trains on opposing line approaching under clear signals, is not a delay under the rule named. However, if train on opposing line, while switching holds the crossing, delayed time could accrue under Rule 58.

(See questions and answers following Rule 54.)

59. **CALLED AND NOT USED.** Trainmen who are called and leave their place of residence, or trainmen who report for duty, and for any reason are not used, will be allowed compensation for all time held with a minimum of one-quarter of a day, on basis of service for which called. When trainmen are released after reporting for duty, they will be notified, whether they are to stand first or last out on the board. If not notified, they will stand first out. If placed last out on board, they will be allowed one hundred miles at through-freight rates for the call.

60. **FREIGHT ASSIGNMENT OVER MORE THAN ONE DIVISION.** When trainmen run over more than one freight district involving more than one seniority district, percentage of miles run over each district will govern in assignment to such runs.

61. **COUPLING AND UNCOUPLING AIR HOSE.** Trainmen will not be required to couple or uncouple air hose at terminals where carmen are employed and on duty. This will not relieve trainmen from coupling or uncoupling air hose between engine and train, and responsibility of inspecting and testing air brakes on trains, or coupling and uncoupling air hose in order to avoid delay to their trains at such points. (See agreements, pages 189-193.)

62. **PLACING SUPPLIES IN CABOOSES.** At division terminals where supplies are furnished, employes other than trainmen will place in cabooses, chains, frogs, cables, jacks, knuckles, pins, packing, oil and brasses. Trainmen will not be relieved from knowing that caboose is properly equipped.

NOTE: On Western Lines the supply of coal for caboose use will be located in as close proximity to the point where cabooses are stored as practicable; the sheds to be either left open or protected by switch locks.

63. (a) **MEALS EN ROUTE.** Reasonable time for meals en route will be allowed trainmen, provided conductor and train dispatcher are notified.

63. (b) **BRASSING CARS SET OUT EN ROUTE.** Trainmen on through-freight trains will not be required to brass cars set out from other trains, excepting perishable freight and live stock.

66. **SETTING UP CARS—POOL FREIGHT SERVICE.** When additional cars are needed in pool freight service, trainmen assigned will not be run out ahead of trainmen whose rest is up.

When pool cars are set up they will be manned on the first trip by brakemen first out on the extra list and if car remains in service for subsequent trips the senior brakeman or brakemen making application therefor in writing will be assigned.

NOTE: Five cars at terminal and Company desires to add two; trainmen thus added will be listed behind trainmen assigned to the five cars. In case of emergency, and none of the trainmen assigned to the five cars at the terminal have had their rest, those added may be run out ahead of their turn without penalty. (See agreement, page 193-196.)

68. (a) **FIRST-IN, FIRST-OUT—EXTRA TRAINMEN.** Extra trainmen will be run first-in, first-out of terminals with respect to each other. When a vacancy occurs on an assigned run, extra trainmen will be used in their turn, except that at the expiration of the five-day period the senior trainman making written application for the vacancy pending return of regular assignee will be assigned. Superintendents will endeavor, as far as possible, to enable trainmen on the extra list to make an average mileage of not less than five hundred miles per week. (See agreement, page 193.)

68. (b) **TRAINMEN DISPLACED.** Trainmen will be promptly notified when a senior trainman has taken their position and will then be permitted to take what their age and rank entitles them to. Trainmen will be considered displaced as soon as they are notified that a senior trainman has taken their position. A displaced trainman whose seniority will not permit him to hold an

assignment, either regular or temporary, at time he is displaced will automatically revert to the extra board.

NOTE: Trainmen exercising displacing rights on new or vacant positions which are open for applications for the five-day period, will be required to make written application for same; otherwise will be denied the privilege of displacing a junior trainman assigned at the expiration of the five-day period.

EXERCISING SENIORITY RIGHTS. In the exercise of seniority rights, the following will govern with respect to trainmen placing themselves on assignments secured under provisions of various rules:

(1). (a) When the home terminal of the division or subdivision is a terminal for an assignment secured by an applicant, he shall place himself on such assignment at the home terminal, provided same reaches the home terminal once in three days.

(b) When the home terminal of the division or subdivision is the terminal for an assignment secured by an applicant, but the assignment does not reach the home terminal once in three days, trainmen shall be permitted to place themselves on the assignment at any terminal thereof and shall designate the terminal when making application.

(2). When the home terminal of the division or subdivision is not a terminal for an assignment secured by an applicant, he shall be permitted to place himself at any terminal of the assignment and shall designate the terminal when making application.

(3). A trainman displaced from a regular assignment may exercise his seniority on another assignment up to the time provided for calling trainmen, as such time may be established at various points. If the displaced trainman does not assign himself within twenty-four hours after he has been notified of his displacement, he will be considered laying off and the provisions of Rule 99 will apply; i. e., it will be necessary that he assign himself not less than four hours prior to the leaving time of the assignment he desires to take.

Trainmen displaced from an assignment either regular or pool freight will be permitted to exercise their seniority on one temporary vacancy, after which they will be required to accept service on a regular assignment or be placed on extra board.

A run pending bulletin will not be considered a temporary vacancy.

Question—Rule 68(a)—How should vacancies at outside points be filled?

Answer—Vacancies at outside points must be filled from the extra board, except in cases of emergency when it is impracticable to get an extra trainman from the division terminal to the point where the vacancy occurs, and in such exceptions, emergency trainmen will be relieved as soon as a trainman can be sent to point where vacancy occurs.

(See interpretation, pages 196-197.)

69. TERMINAL STATIONS DEFINED. A terminal station for freight trains is the end of a freight division as such divisions are determined by time schedule. A terminal station is the initial point, or the end of a run of a schedule train, but for such schedule train only.

70. HELD AT OTHER THAN HOME TERMINAL—16 HOURS (T). Trainmen in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of 16 hours from the time relieved from previous duty at a rate per hour of one-eighth of the daily rate paid them for the last service performed. If held 16 hours after the expiration of the first 24-hour period from the time relieved, they will be paid for the actual time so held during the next succeeding 8 hours, or until the end of the second 24-hour period, and similarly for each 24-hour period thereafter. Should a trainman be called for service or ordered to deadhead after pay begins, held-away-from-home terminal time shall cease at the time pay begins for such service or deadheading. Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

Trainmen in assigned freight service held at other than the recognized home terminal of their assignment beyond the scheduled departing time of the return portion of the assignment where such portion of the assignment is annulled, will be compensated in line with the provisions of the first paragraph of this rule.

For the purpose of this rule the railway company will

designate a home terminal for each trainman in assigned freight, pool freight, and in unassigned service.

71. HELD AWAY FROM HOME TERMINAL—NOT TO EXCEED 6 DAYS. Trainmen in irregular service, except wrecking and snow service, will not be kept away from home terminals to exceed six days.

72. (a) DOUBLEHEADING (M) With trains of over forty cars, exclusive of cabooses, doubleheading is prohibited except as hereinafter stated.

Doubleheaders may be run on any district, provided the rating of largest engine handling the train is not exceeded.

In case of an accident to an engine, consolidation may be effected with another train and consolidated train brought into terminal as a doubleheader, if practicable.

72. (b) PUSHER OR HELPER SERVICE (M). Pusher or helper engines will only be used to assist trains over ruling grades. Their use will not be allowed in any way to nullify Rule 72(a) regarding the use of doubleheaders.

It is recognized that the exigencies of the business may require helper service in addition to that provided for, in which event the matter shall be settled by negotiations between the management and committee and provisions for pusher or helper service may be made by the management and committee for pusher or helper engines on any district to maintain the tonnage intact over grades.

Note:—The district west of Clinton, Nebraska, and north of Chadron, Nebraska, is excepted from the provisions of Rules 72(a) and (b).

73. COMBINATION SERVICE AS CONDUCTOR AND TRAINMAN—RATE. (S) When trainmen perform service as both conductor and trainman on the same trip, they will receive pay for the entire service at the highest rate applicable to any class of service performed, with a minimum of one hundred miles for the combined service; the overtime basis for the rate paid will apply for the entire trip.

74. PUSHER ENGINES CUT IN AHEAD OF CABOSES. Engines assisting trains will be cut in ahead of caboose when practicable to do so.

75. **ASSIGNMENTS TO YARD AND ROAD WORK—CEDAR RAPIDS SWITCHING DISTRICT.** Work train service within the Cedar Rapids switching district east of Stone Quarry at East Rapids, and west of the most westerly switch at West Rapids, shall be performed by road trainmen. Yardmen will continue to perform service Otis to Beverly same as heretofore and will perform work train service operated exclusively within the confines of Cedar Rapids yard proper, between the Stone Quarry Switch, East Rapids, and the most westerly switch at West Rapids.

76. (a) **ROAD SERVICE—CHICAGO SWITCHING DISTRICT—DEFINED.** (A) The following classes of service in the Chicago Switching District are considered road service and road rates and conditions apply according to classification shown:

- (a) Junction Locals
(Wisconsin Division).....Way-Freight
- (b) Union Stock Yards service heretofore performed by roadmen....Through-Freight
- (c) Regularly assigned transfers.....As per Rule 32(c)
- (d) Regularly assigned milk trains.....Way-Freight
- (e) Regularly assigned main-line work trains.....Work Train

76. (b) Trainmen working on a regularly assigned transfer will not be required to participate in any switching or roustabout movements, except as set forth in the following paragraphs:

- (1) Transfer crews (regardless of starting time) will perform only transfer work, or such work as is directly related to a transfer movement, i.e., handle their own waycar upon starting their assignment, and at the completion of their assignment will be allowed to track same in the yard where assignment started.

EXCEPTION:—Proviso. Where a train is pulled into the south yards (6, 7 or 8) and no clear track is available for return of engine, same may proceed directly to the roundhouse.

- (2) C&NW transfer crews will be permitted to build up their train from cars that have already been classified or blocked, i.e.:
- (a) Pick up blocks of cars first out from more than one track in one yard.
 - (b) Pick up cars in other yards en route to go forward in their own train.

EXCEPTIONS:—Proviso. Transfers starting in yard 5, will be permitted to pick up cars in yard 9.

Grand Avenue, Chicago. Transfers will be permitted to pull cars off of team track going with their train when switch engine is not available.

- (c) Transfers will be permitted to set out bad orders that are found among cars to go forward in their train.
- (3) Transfers will be permitted to set out cars en route but will not be permitted to deliver or spot cars after train has been yarded.

EXCEPTION: Transfers may spot meat at Madison St. and Oak Park. This exception is made on account of the highly competitive nature of this traffic.

- (4) In no case shall transfer engine be used to usurp work of switch engine and crews.

77. YARD WORK—CHICAGO SWITCHING DISTRICT—DEFINED—(A). Yard work shall consist of work assigned to yardmen in the Chicago Switching District prior to April 22, 1920, except backup and road service referred to in Rules 4 and 76.

SENIORITY RIGHTS—TRAINMEN AND YARDMEN—CHICAGO SWITCHING DISTRICT—(A).

Men employed for yard service, Chicago Switching District, are classed as trainmen and shall be placed on the seniority rosters as such.

Trainmen, Galena and Wisconsin Divisions, hold seniority concurrently with yardmen in service as of April 22, 1920, in the selection of yard service in the Chicago Switching District as described in this rule.

Example 1—Trainman A employed January 1, 1916. Yardman B employed January 1, 1920. Trainman A promoted to Conductor January 2, 1920.

Yardman B will have preference over Conductor A for position of engine foreman.

Example 2—Trainman A employed January 1, 1916. Yardman B employed January 1, 1920. Trainman A promoted to Conductor January 2, 1920.

Trainman-conductor A has rights over Yardman B for position of helper when there is no work for him as conductor.

GALENA AND WISCONSIN DIVISION TERRITORY—CHICAGO SWITCHING DISTRICT—DEFINED—(A). For the purpose of defining the territory governing the assignment of trainmen, Galena and Wisconsin Divisions, in the Chicago Switching District, the following lines of demarcation are hereby established:

- (a) Galena Division: All yards in the Chicago Switching District south of Galena Division main line between Lake Michigan and "HM" Tower (Elmhurst) and State Street, California Avenue (freight and passenger), Chicago Shops and Proviso Yards. This includes work on industry tracks assigned to trainmen operating out of these yards.
- (b) Wisconsin Division: All yards and industry tracks in the Chicago Switching District not included in (a).
- (c) It is understood and agreed that all regularly assigned work trains and transfers starting from points in Wisconsin Division territory will be manned by Wisconsin Division road trainmen; and regularly assigned work trains and transfers starting from points in Galena Division territory will be manned by Galena Division road trainmen.
- (d) Trainmen desiring yard service may assign themselves to such service by written notice to the proper authority.

NOTE: When men whose seniority does not entitle them to a regular yard position are displaced they automatically go to the extra board.

GENERAL RULES—ROAD SERVICE

The following rules apply to trainmen in both passenger and freight service:

78. **PRIVILEGES—CONTINUATION OF.** Privileges now enjoyed by trainmen shall not be abrogated. Future privileges that are conceded, to be a matter of record between the Officer in Charge of Personnel and the General Committee.

79. **CALLING LIMITS.** A book shall be kept showing the names of trainmen and their residence. Superintendents and committees will agree on certain limits within which trainmen shall be called to take their trains.

Callers will be provided with a book in which trainmen shall register their names and the time they are called. Trainmen will be called as nearly as possible one hour before leaving time of their trains.

80. **TIME SLIP CORRECTIONS.** When the time of trainmen is corrected or disallowed, they will be notified of the fact at once by the superintendent; such notification to show the reason why time was not allowed, referring to the rule in the agreement, and advise by whose authority change was made. Time tickets will be issued upon request for shortage of one day or more.

81. (a) **DEADHEADING.** Trainmen will be allowed actual mileage at one-half through-freight rates for deadheading on passenger trains, and actual mileage at through-freight rates for all other deadheading, provided that when trainmen are deadheaded for service on instructions of the railway company and perform no service within twenty-four hours from time called to deadhead, deadhead allowance will be not less than a minimum day at minimum through freight rate.

Example No. 1—A trainman is ordered to deadhead from home terminal "B" to terminal "A"—distance 50 miles; is not ordered to report for duty within twenty-four hours from time called to deadhead.

Allowance—A minimum day at through freight rate.

Example No. 2—A trainman is ordered to deadhead from point "A" to home terminal "B"—a distance of 50 miles; is not ordered to report for duty at "B" within twenty-four hours from time called to deadhead.

Allowance—50 miles deadhead.

81. (b) In ordering deadhead crews, the crew last out on the list will run the train and all crews will remain in their respective order on reaching the destination terminal.

81. (c) Trainmen deadheading to take runs for which they have made application will not be paid for deadheading. Trainmen displaced and deadheading to home terminal, and extra trainmen deadheading under orders, will be paid for deadheading.

81. (d) When trainmen and cabooses are deadheaded, trainmen shall accompany their cabooses.

81. (e) Deadhead allowance will be used to make up a constructive day when the interval between deadhead and road service is not in excess of one hour and thirty minutes.

Question—Rule 81. How will trainmen be compensated when ordered by Company's officers to deadhead for purpose of attending lecture in one of the Company's instruction cars?

Answer—Trainmen ordered by the Company's officers to deadhead for the purpose of attending lecture in one of the Company's instruction cars will be allowed compensation for deadheading under provisions of Rule 81.

82. COALING ENGINES. Trainmen will not be required to shovel coal onto engines except in emergency. If required to coal by hand, by means of hand hoist derrick or by buggy type chute, they shall be allowed a minimum of one hour for each engine so coaled; if air hoist derrick is used, they will be allowed a minimum of thirty minutes for each engine so coaled. Allowances under this rule will be in addition to all other time earned on the trip and apply only to trainmen actually engaged in such work.

83. DISCIPLINE AND INVESTIGATION. Trainmen shall not be disciplined without a fair and

impartial investigation before the division officer, and will have the right to appeal to the general officers.

Investigation shall be held and decision rendered in writing within seven days from the date of alleged offense or after information of the alleged offense has reached the division officer, excepting in case of injury or disability of the trainmen under investigation, or inability of the officers to complete the necessary investigation within the time specified.

Trainmen held out of service to attend or on account of investigations will, in the event they are not responsible, be paid for all time lost; in the event they are responsible and finally dismissed from the service, they will be paid at their regular rates for all time held in excess of seven days until decision is rendered.

FURNISHING COPY OF EMPLOYEES' STATEMENT. When trainmen are disciplined, they will be furnished a statement in writing showing discipline administered and cause therefor; trainmen making statements will be furnished a copy of their own statement.

RIGHT TO PROTEST. The right to protest or appeal the decision of the division officer must be exercised within ninety days from the date of the division officer's notice of discipline, otherwise the decision of the division officer shall be final.

REPRESENTATION AT INVESTIGATION. Trainmen shall have the right to have an employe of their choice present at the investigation, and such employe shall have the privilege of asking any questions he may desire, and the evidence thus brought out will be made a part of the written statement.

HELD DURING LAYOVER FOR PURPOSE OF GIVING INFORMATION. Trainmen called to report during layover time for the purpose of giving information in investigations when they are not at fault shall receive compensation for all layover time consumed in such investigations; this time to include all time waiting after arrival at the place where the investigation is to be held, until released, and to be not less than one-quarter of a day at through-freight rates. If required to deadhead

under this rule, deadhead time shall be paid in addition to time held. Allowances under this rule shall be paid in addition to the regular monthly salary.

Question 1—Rule 83. Under Rule 83 would trainmen held out of service and found not guilty, receive what their car made, or 100 miles per day?

Answer—If held out of service and found not guilty, would be paid for all time lost.

Question 2—Rule 83. In the event, in connection with an investigation involving possibility of discipline of trainmen called, one or more trainmen are called upon to report to make statements in connection with the occurrence under investigation and only one or more of these trainmen are found guilty, are the trainmen who are thus called and are not found guilty governed by the third or seventh paragraph of Rule 83?

Answer—Third paragraph.

84. RE-EXAMINATION AS TO VISUAL POWER AND COLOR PERCEPTION. In re-examining trainmen as to visual power and color perception, tests will be made as may be prescribed by the management. If a trainman fails on such test, and passes the visual examination known as the "Field Test", he will be qualified. It is understood that re-examinations are to be taken without loss of time, when practicable.

If trainmen are required by the Company to take these re-examinations at outside points, involving loss of time, they will be paid for all time lost.

85. ATTENDING COURT OR INQUEST. Trainmen attending court or inquest under instructions of the Company, or reporting to the Claim Department for the purpose of furnishing information, will be allowed the same compensation they would have earned had they remained on their regular assignment, from the time relieved until work can be resumed on their regular assignment, with a minimum of one day for each day held off their assignment. Trainmen called off the extra list for such service will be allowed one minimum day for each calendar day held. Assigned trainmen thus held on their layover losing no time or mileage thereby,

shall be allowed one hour at assigned rate for each hour or fraction of an hour held, but not to exceed eight hours for each calendar day.

When, under this rule, trainmen are required, to be away from home, their living expenses will be paid by the Company, the Company to retain all witness fees.

Trainmen required to furnish statements to Claim or other department representatives will be furnished copy thereof.

Question 1—Rule 85. Under Rule 85, would regular trainmen receive overtime and delay time that their assignment made, or actual miles.

Answer—Trainmen held off regular assignment would receive compensation earned by such assignment during time they were off.

Question 2—Rules 83 and 85. Do the provisions of last paragraph, Rule 83, or provisions of Rule 85 apply when trainmen are required to report to Claim (Legal) Department for purpose of giving information?

Answer—Rule 85 applies.

86. HELD AND NOT USED. ASSIGNED TRAINMEN. Trainmen on assigned runs will not be required to remain within calling limits on layover, unless notified; if held, and not used, they will be allowed one day at minimum rate applicable to their assignment.

If held sixteen hours after the expiration of the first twenty-four hour period, they will be paid one day for the next succeeding eight hours, or until the end of the twenty-four hour period, and similarly for each twenty-four hour period thereafter. (See agreements, pages 197-208.)

87. USE OF TELEPHONE—NOT TO BE EXTENDED. The use of telephone will not be extended so that trainmen perform the duties of operators as a premeditated proposition. (See Memorandum of Agreement—Page 101.)

88. REFUSAL TO GO OUT ACCOUNT NEEDED REST. Trainmen will not be censured or disciplined who refuse to go out on account of needed rest; ten hours being considered sufficient under ordinary

circumstances. Time to be figured from time registered in until called.

89. (a) **VOLUNTARY AND TEMPORARY TRANSFER.** A trainman leaving a division of his own accord, to work on another division shall be considered as a new employe. Should he be transferred temporarily by order of the Company, he shall retain his seniority rights on his home division.

89. (b) Trainmen temporarily transferred shall return to the division on which they hold rank within six months of the date of temporary transfer, except where leave of absence is granted. Failure to return to their home division within six months will be equivalent to an application for permanent transfer, and their rank shall date from first trip.

Question—Rule 89(b) Brakemen "A", "B" and "C" holding seniority in the order shown on the Dakota Division were laid off in force reduction.

Brakemen "A" and "B" transferred in line with provisions of Rule 89 to the Wisconsin Division. Later were notified to return to service on the Dakota Division in line with provisions of second paragraph, Rule 94.

Would Brakemen "A" and "B" be permitted to remain in service on the Wisconsin Division under provisions of Rule 89 for a period of 5 months and 29 days without losing seniority on the Dakota Division, or under provisions of Rule 94, would they be required to return to service on the Dakota Division within 15 days from date of notification, or forfeit their seniority?

Answer—Brakemen "A" and "B" could remain on the Wisconsin Division for a period of 5 months and 29 days, under the provisions of Rule 89, without forfeiting seniority on the Dakota Division. Further, they could remain in service on the Wisconsin Division for a period of one year from date they were recalled to service on the Dakota Division provided leaves of absence were granted, and for additional period if an agreement were effected with the B. of R. T. waiving that part of Rule 96, trainmen's agreement, in regard to limiting leaves of absence to a period of one year.

90. **MANNING NEW DIVISIONS.** When new divisions are established they shall be manned by employes of the Company in service on other divisions, so far as available. The senior trainmen in service to have preference, and when transferred will retain original seniority rank, it being understood that divisions affected by diversion of traffic shall be given proper consideration on account of such diversion.

91. **EMERGENCY SERVICE ON FOREIGN DIVISIONS.** Trainmen used in emergency for service on divisions where they hold no rights will be promptly returned to home division, either in service or deadhead; if in service, they will be considered first out in the direction of home and will be used within sixteen hours from time previously relieved from duty.

92. **SENIORITY LISTS—FURNISHING LOCAL CHAIRMEN COPIES OF.** At the end of each year, superintendents will prepare seniority lists, a copy of which shall be posted on division bulletin boards, the General and Local Chairmen, Brotherhood of Railroad Trainmen, shall be furnished with a copy of same.

Superintendents will immediately advise the Local Chairmen of each leave of absence granted or overstayed, of each trainman who is dismissed or resigns, or of any change made in the seniority list.

93. **SENIORITY—TRAINMEN.** The seniority rights of trainmen shall date from time ordered to leave on first paid trip and they shall be allowed choice of runs in freight or passenger service on basis of such seniority, which shall be confined to the district on which they hold rights. Choice of runs shall include choice of conductors.

Effective September 1, 1935, all freight trainmen will be given a seniority date in passenger service as of that date, and in the same order they now hold seniority as freight trainmen.

Effective September 1, 1935, all passenger trainmen will be given a seniority date in freight service as of that date and in the same order they now hold seniority as passenger trainmen.

The use of trainmen in passenger service shall be contingent upon their qualifications, which shall include

their being equipped with proper uniform, which shall be made a matter of record with proper division officer.

Trainmen will be examined for promotion to conductors in the following order:

1. Trainmen holding seniority as freight trainmen as of August 31, 1935, in the order of their seniority.
2. Passenger trainmen given seniority as freight trainmen as of September 1, 1935, having qualified for examination for promotion in the order of their seniority.
3. Trainmen employed on and after September 1, 1935, in the order of their seniority.

The senior trainmen in the respective groups in the order named will be first examined, and furnished with a certificate of promotion when such examination has been passed.

Trainmen must have at least two years or 72,000 miles or the equivalent thereof, actual experience as freight trainmen in order to qualify to take examination for promotion to conductor.

Trainmen failing to pass conductor's examination will be re-examined at the expiration of three months; failing to pass second examination, they will not be re-examined nor retained in service as trainmen.

A junior man on trainmen's seniority list will not outrank a senior man on the conductors' seniority list by reason of the senior man having failed to pass the first examination or the junior man having made a trip as conductor ahead of the senior man.

Question 1—(Blank).

Question 2—Rule 93. Trainman No. 5 is displaced off a regular assigned run by an older trainman, is notified of this change and comes to the office and indicates that he wants runs, for example, Nos. 36 and 121. Now there are three crews on this run with trainmen as follows: 1st crew—Trainmen numbered 6 and 9; 2nd crew—Trainmen numbered 8 and 11; 3rd crew—Trainmen numbered 15 and 25. Trainman No. 5 has his rest and crew No. 1 is at the terminal and first out, and he desired to go out with this crew, there being younger trainmen on the run on the second and third crews. Should he be permitted to displace No. 9 on the first crew, which is in town, which would give him service

without loss of time, or should he be required to displace No. 25, the youngest trainman on the run, and require No. 5 to lose two days to do so, and would the loss be at No. 5's expense or would the Company be penalized?

Answer—No. 5 should be permitted to displace any junior trainman without penalization to the Company for any time lost through exercise of this right which is provided for in Rule 93.

Question 3—What is proper application of Rule 93?

Answer—A trainman who has been promoted to conductor will not be permitted to work as a trainman so long as a junior trainman is working as conductor, except by agreement between the Railway Company Officer in Charge of Personnel and General Committee, Brotherhood of Railroad Trainmen.

Question 4—Rule 93. Do the provisions of Rule 93 apply when a "set-back" conductor is used as a conductor in emergency?

Answer—When the senior "set-back" conductor on the division is called for emergency service as conductor, his assignment will be bulletined in accordance with schedule provisions and he will be permitted to exercise his seniority rights when released from service as emergency conductor.

When the conductor promoted in emergency is not the senior "set-back" conductor on the division he will be returned to his assignment as trainman when released from emergency service as conductor.

Question 5—Rule 93. Will trainmen in passenger service as of August 31, 1935, and given a seniority date in freight service as of September 1, 1935, be required to qualify for promotion to conductor in the order of their seniority?

Answer—No. It is not mandatory that passenger trainmen in service as such as of August 31, 1935, qualify for promotion to position of conductor. However, those so qualifying will be examined and given certificate in the order of their respective seniority.

Question 6—Rule 93. Will trainmen hired on and after September 1, 1935, be required to qualify for promotion to conductor in the order of their seniority?

Answer—Yes. If a trainman hired on and after September 1, 1935, is not qualified for promotion to conductor by having at least two years or 72,000 miles or the equivalent thereof actual experience as freight trainman at the time he is called for such examination in the order of his seniority, or cannot so qualify within the three month period allowed for second examination, he will not be examined or retained in service as trainman.

(See interpretation, page 209.)

94. REDUCTION IN FORCE. Should it become necessary to reduce the force for any reason, conductors reduced shall have preference in employment, but not in choice of assignment over trainmen ranking them on trainmen's seniority list. The provisions of this paragraph do not apply to passenger trainmen in service as such August 31, 1935.

Trainmen laid off on account of reduction in force, will be given an opportunity to re-enter the service in the order of and without loss of their seniority at the time laid off, it being understood they must keep the proper officer advised of their address, and must report for service within fifteen days from receipt of notification, unless prevented by sickness, or their names will be removed from the seniority roster.

95. LOCATION OF CREW BOARDS. Where crew boards are maintained, they will be located where they can be inspected.

96. LEAVE OF ABSENCE. A trainman having been absent of his own accord to exceed six consecutive months, thereby forfeits all rights with the Company, except in case of sickness, or when leave of absence has been granted. No leave of absence will be granted to exceed one year, except in case of sickness, or when serving as chairman of the General Committee.

97. CHANGE OF RESIDENCE, FREE TRANSPORTATION. When change of division or train runs require trainmen to change their place of residence, they will be furnished free transportation for their families and household goods.

98. PERMISSION TO LAY OFF. Trainmen will be allowed to lay off on account of sickness of themselves

or their families, to serve on committees, or for other good and sufficient reasons, provided due notice is given the proper officer.

99. SENIORITY RIGHTS OF TRAINMEN LAYING OFF. REPORTING FOR DUTY SUBSEQUENT TO LAY-OFF. Trainmen temporarily laid off, or laying off, will not be assigned to runs, but on return to service will be permitted to take any run to which they may be entitled, which has become vacant or which has been bulletined during their absence. Trainmen in service three days during the period an assignment is under bulletin and not making application therefor under provisions of the bulletin will not be permitted to displace a junior trainman assigned thereto under provisions thereof. While laying off, they will not be considered in the service until return of their assignment.

Trainmen on regular assignments will be required to report for duty not less than four hours prior to leaving time of their assignment and in pool freight service prior to time other trainmen are called and failing to comply with the above will not be permitted to go out on that trip.

100. SERVICE LETTERS. When trainmen have been in the service of the Company for three months, or more, and leave the service, they will, if desired, be furnished a letter stating the length and class of service performed.

101. PAYING FINES ACCOUNT BREAKAGE OR DAMAGE TO EQUIPMENT—PAYING FOR SUPPLIES LOST. Trainmen will not be required to pay fines on account of breakage or damage to equipment, nor for supplies which are lost, except switch keys, coach keys, gas keys, ticket punches and book of rules, for which actual cost may be charged.

102. CHOICE OF POSITION OF BRAKEMAN OR FLAGMAN—PASSENGER TRAINS. When there is a brakeman and flagman employed on a passenger train, and both men are equally competent in the judgment of the conductor to perform the duties of flagman, seniority shall govern with regard to the selection of position as brakeman or flagman.

104. FURNISHING COPY OF BULLETINS TO LOCAL CHAIRMEN. Copies of all bulletins affecting trainmen will be furnished local chairmen.

105. (a) CHANGE ASSIGNMENTS. Trainmen will be permitted to change assignments under the following conditions:

1. Change in monthly guarantee.
2. Change in point of layover.
3. Re-classification of run.
4. When displaced.
5. When assignment is discontinued.
6. New and vacant runs.
7. Reduced rank, conductor to brakeman.
8. A change of more than two hours in train schedule as indicated in current time table, or a change of more than two hours in time set by bulletin to report on assignments not scheduled.
9. Added compensation due to fixed overtime, as per current time table, when such addition in fixed overtime is one hour or more.
10. Reduced compensation due to fixed overtime, as per current time table, when such reduction in fixed overtime is one hour or more.
11. Permanent reduction in the regularly established number of members of any crew.
12. When the handling of merchandise, stock, or perishable freight in passenger trains under provisions of special agreement effective September 1, 1935, resulting in trainmen receiving 1.81¢ a mile additional compensation, is regularly assigned to passenger trains or when such service is discontinued.
13. Added compensation due to special allowance account handling express or similar matter.
14. On assignments where the number of days scheduled to operate are increased or decreased, this not to apply when an assignment is annulled one day or round trip due to a holiday.
15. Added or reduced compensation to trainmen or baggagemen account handling baggage, mail or express between the train and baggage room or mail box, or vice versa.
16. If additional members are added to a crew, the members affected by a change of duties will be

given displacing rights. For example: On a crew consisting of one or more brakemen, a flagman is added. The brakeman or brakemen whose duties are changed as a result of the addition would be given displacing rights.

Trainmen will be permitted to change assignments under any of the conditions enumerated in this rule, provided request is made within six days from date of change. In like manner, when conditions are improved as a result of changes, the senior trainman or trainmen desiring the run will be permitted to take it, provided they have made written application within six days after the change which brought about the improved conditions, except as provided in Rules 26 and 51.

105. (b) **BULLETINING CHANGED ASSIGNMENTS.** An assignment will be immediately bulletined as a new run when the following conditions exist:

1. Change in monthly guarantee.
2. Change in point of layover.
3. Re-classification of run.
4. New and vacant runs.
5. A change of more than two hours in train schedule as indicated in current time table, or a change of more than two hours in time set by bulletin to report on assignments not scheduled.
6. Added compensation due to fixed overtime, as per current time table, when such addition in fixed overtime is one hour or more.
7. Reduced compensation due to fixed overtime, as per current time table, when such reduction in fixed overtime is one hour or more.
8. Permanent reduction in the regularly established number of members of any crew.
9. When the handling of merchandise, stock or perishable freight in passenger trains under provisions of special agreement effective September 1, 1935, resulting in trainmen receiving 1.81¢ a mile additional compensation, is regularly assigned to passenger trains or when such service is discontinued.
10. Added compensation due to special allowance account handling express or similar matter.

11. On assignments where the number of days scheduled to operate are increased or decreased, this not to apply when an assignment is annulled one day or round trip due to a holiday.
12. Added or reduced compensation to trainmen or baggagemen account handling baggage, mail or express between the train and baggage room or mail box, or vice versa.
13. If additional members are added to a crew, the individual assignment affected by a change of duties will be rebulletined. For example: On a crew consisting of one or more brakemen, a flagman is added. The brakeman or brakemen's assignments having their duties changed as a result of the addition would be bulletined.

106. (a) **HOURS OF SERVICE.** Under the laws limiting the hours on duty, trainmen in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then until after fourteen hours on duty under the Federal Law or within two hours of time limit provided by State Laws, if State Laws govern.

106. (b) When road trainmen are tied up in a less number of hours than provided in Section (a), they shall not be regarded as having been tied up under the law.

106. (c) When road trainmen are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crew, provided the longest period of rest required by any member of the crew, either eight or ten hours, to be the period of rest for the entire crew.

106. (d) A continuous trip will cover movement straightaway or turnaround, from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

106. (e) Road trainmen tied up under the law will be paid time or mileage from initial point to tie-up point,

and when resuming duty on continuous trip, will be paid miles or time whichever is the greater, from tie-up point to next tie-up point or to the terminal.

106. (f) Road trainmen tied up for rest under the law, and then towed or deadheaded into terminal, with or without caboose, will be paid therefor as per Section (e), the same as if they had been run to such terminal.

106. (g) **TRAINMEN TIED UP AT POINTS OTHER THAN TERMINALS AFTER HAVING BEEN ON DUTY IN EXCESS OF 14 HOURS.** Road freight trainmen tied up at points other than terminals, as terminals are defined in Rule 36(b), after having been on duty fourteen hours, on a day or trip, shall be considered as having been tied up under the laws limiting the hours on duty, and shall again be considered on duty and under pay as provided in Section (c).

Question 1—Rule 106. When are trainmen considered available for duty under the following example:

Trainmen are tied up at Station "B" a point fifteen miles distant from the terminal, at 8:00 A.M., after having been on duty fifteen hours, thirty minutes. Trainmen are towed or deadheaded to the terminal, leaving tie-up point at 10:00 A.M., arriving at terminal at 11:00 A.M.

Answer—Eight or ten hours from time tied up at 8:00 A.M.

Question 2—Rule 106. Train and engine crew tied up between terminals under the law, 8:00 A.M., after having been on duty 15 hours. Engine crew requested and was allowed 10 hours' rest. Train and engine crew again ordered for duty 6:00 P.M., continued to the terminal, a distance of 50 miles; arrived and released at 2:00 A.M. What is the proper allowance for trainmen?

Answer—8 hours pro rata rate; 2 hours overtime rate.
NOTE: Trainmen, not having been on duty 16 hours, the minimum legal period off duty applicable would, under the provisions of Section (c), Rule 106, be 8 hours and trainmen would therefore automatically come on duty and under compensation at 4:00 P.M.

YARD AND SWITCHTENDER SERVICE

The following rates of pay, rules and regulations apply to yard helper and switchtender service in the Chicago Switching District and to all yard and switchtender service outside the Chicago Switching District.

1. (a) RATES OF PAY.

Class	Per	Overtime
	Day	Rates Per Hour
Foremen (Footboard Yardmasters) ..	22.99	4.3125
Foremen	21.22	3.98
Helpers	19.95	3.7425
Switchtenders	18.09	3.395

1. (b) **PILOT SERVICE.** Regular pilots will receive not less than yard foremen's pay.

Yardmen required to perform incidental pilot service during the day will receive yard foremen's rate for the entire day's work.

1. (c) **COMBINATION SERVICE AS FOREMAN AND HELPER.** When yardmen perform continuous service as foreman, and helper, during an eight hour shift on one or more assignments, they will receive pay for actual time worked in each class, at designated rates, with a minimum of one day at foreman's rate.

1. (d) **SERVICE NOT A PART OF REGULAR DUTIES.** Yardmen assigned to other than their regular duties will be paid the established rate for the service performed, but in no case, shall a yardman so assigned be paid less than on the basis of his regular rate.

1. (e) **BACK-UP SERVICE—RATES OF PAY.** Except where passenger back-up work is now performed by passenger trainmen at passenger rates, the back-up lead man shall receive yard foremen's rate, and the helpers yard helper's rate.

Passenger back-ups will be handled by one or more men as may be required by the Company.

2. (a) **BASIC DAY.** Eight hours or less shall constitute a day's work.

2. (b) **OVERTIME—REGULAR MEN.** Except when changing off where it is the practice to work

alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; all time worked in excess of eight hours continuous service in a 24-hour period shall be paid for as overtime, on the minute basis at one and one-half times the hourly rate. This section (b) applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

(See Section 8(1) of 5-day work week agreement, page 165).

2. (c) **OVERTIME—EXTRA MEN—(U)**. Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

In the application of this rule, the following shall govern:

- (a) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.
- (b) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this paragraph (b), shall not apply to employees paid road rates, but governed by yard rules.)
- (c) Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

- (d) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

- (e) Except as modified by other provisions of this rule, an extra employee working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

NOTE (1): On railroads where a seniority board is in effect in cases where there is a man or men on such board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

2. (d) **FIXED PERIOD FOR ASSIGNMENT.** Yardmen shall be assigned for a fixed period of time, which shall be for the same hours daily for all regular members of a crew. So far as it is practicable, assignments shall be restricted to eight hours' work.

3. (a) **DEFINITION OF YARD WORK—CHICAGO SWITCHING DISTRICT.** The following shall be considered yard work in Chicago Switching District, and shall be compensated for at not less than yard rates:

- (1) The switching of all freight and passenger equipment operating exclusively within the switching limits.
- (2) Handling of all construction and maintenance of way trains operating exclusively within switching limits, except regularly assigned main line work trains.
- (3) Operation of car retarders, Proviso, Illinois.

3. (b) **DEFINITION OF YARD WORK—OUTSIDE CHICAGO SWITCHING DISTRICT.** Except as provided herein, the following shall be considered yard work in switching districts outside Chicago Switching District, and shall be handled by yard men, who will be paid at yard rates.

- (1) The switching of all freight and passenger equipment operating exclusively within the switching limits.
 - (2) The transfer of all freight and passenger equipment operating exclusively within the switching limits.
 - (3) Handling of all work and milk trains operated exclusively within the switching limits.
 - (4) All pilot service required of yardmen operating exclusively within the switching limits.
3. (c) Not less than two yard engine assignments will be maintained at:

Antigo	Mason City
Ashland	Missouri Valley
Belle Plaine	Nelson
Butler	Norfolk
Eagle Grove	Rapid City
Fremont	South Pekin
Huron	Tracy
Iron Mountain Switching District	West Chicago
Ironwood	Winona

No reductions are to be made in the number of yard engine assignments at points listed above, except by negotiations.

3. (d) Roadmen may be required to perform switching in connection with making up their own trains at terminals WHERE YARD ENGINES ARE OPERATED BUT YARD CREW NOT ON DUTY and when so used will be paid on minute basis with minimum of one hour at a rate per hour of three-sixteenths of the daily yard rate, independent of road trip. Roadmen will not be required to perform switching service in connection with cars that had arrived prior to yard crew going off duty when it is known such cars are for their train; nor will they be required to perform switching service in connection with cars for their train from trains arriving at the point when it is known such train or trains are to arrive within thirty minutes of regular tie-up time of yard crew and it is also known such cars are to go forward in their train. When it is known such work will be required, yard crew will be held on duty to perform the work.

NOTE.—The provisions of the above paragraph do not apply at the following points, subject to revision by agreement:

Adams	Janesville
Benld	Kenosha
Boone	Madison-Monona Yd.
Casper	Manitowoc
Cedar Rapids	Milwaukee
Chicago Sw. Dist.	No. Fond du Lac
Clinton	Racine
Council Bluffs	Sheboygan
Des Moines	Sioux City
Escanaba	Waukegan
Green Bay	

3. (e) Roadmen may be required to place cars from their own train containing perishables, live stock, or merchandise at DESTINATION TERMINALS WHERE YARD ENGINES ARE OPERATED BUT YARD CREW NOT ON DUTY and when so used will be paid additionally on minute basis with a minimum of one hour at a rate per hour of three-sixteenths of the daily yard rate.

3. (f) Pay for switching for roadmen under Rules 3(d) and 3(e) will be computed on following bases:

- (1) At initial terminal from time crew required to report as a unit without regard to preparatory time or performance of individual duties until completion of work and train is coupled together ready for road trip.

NOTE.—On assignments where the third brakeman is required to report for duty at a later time, the time crew is required to report as a unit will be the time the balance of train crew reports for duty.

- (2) At final terminal from time train arrives at designated point where final terminal delay begins until switching is completed.

3. (g) Roadmen will not be required to perform switching at terminals WHERE YARD ENGINES ARE OPERATED AND YARD CREW ON DUTY, subject to the following exceptions:

Wreck

Washout

Accident requiring immediate service.

Setting out cars found to be bad order after train is made up.

When roadmen are required to perform switching service in circumstances above described in conjunction with road work, they shall be paid on minute basis with a minimum of one hour at a rate per hour of three-sixteenths of the daily yard rate.

3. (h) At points EN ROUTE WHERE YARD ENGINES ARE OPERATED AND YARD CREW ON DUTY, roadmen may be required to pick up cars from one track and/or set out cars on one track or on and from additional tracks when such tracks are of insufficient length to hold same, without additional pay.

At points EN ROUTE WHERE YARD ENGINES ARE OPERATED BUT YARD CREW NOT ON DUTY, roadmen may be required to place from their train for unloading perishable freight, merchandise or live stock, or pick up perishable freight, merchandise or live stock to go forward in their own train, independent of other pickup or setout movements, and will be paid for this additional service on minute basis with a minimum of one hour at pro rata yard rate, such allowance to be independent of road trip.

Replacing cars displaced in performance of the above will not be classed as switching.

3. (i) Doubling over train, account of yard track of insufficient length to hold same is not classed as switching.

3. (j) Roadmen operating trains designated as "Main Line Road Work" on the Gogebic and Menominee iron ranges, required to switch preference cars, will be paid for all time actually engaged in switching on a cumulative basis with a minimum of one hour at a rate per hour of three-sixteenths of the daily yard rate.

Main line roadmen will not be required to switch preference cars when yard crew is immediately available before such switching commences.

It is understood that "Range Main Line" roadmen are not subject to provisions of paragraph (j).

Turning engine and/or placing caboose on train will not be considered switching under this section.

3. (k) If roadmen are required to switch at points WHERE YARD ENGINES ARE OPERATED AND YARD CREW ON DUTY in circumstances other than described in yard rule 3(g), they will be paid for such service at not less than a minimum day at yard rates, independent of pay for any other service performed, and the three senior extra yardmen available at the point, who lost the day, will be paid a minimum day at yard rates.

3. (l) When the switching time under paragraphs (d), (e) and (h) of roadmen in yards WHERE YARD ENGINES ARE OPERATED DURING PERIODS YARD CREW IS NOT ON DUTY amounts to more than four hours, or when such switching time by roadmen plus overtime worked by yard crew amounts to more than four hours in an eight hour spread that comes within the time a yard crew may be worked under provisions of Rule 8, the three senior yardmen at that point who lose the day will be paid a minimum day at yard rates.

Example 1—Rule 3(d)—Way-freight or switch run of 70 miles or less—initial terminal switching—final terminal switching—YARD ENGINE OPERATED BUT YARD CREW NOT ON DUTY AT INITIAL TERMINAL. YARD ENGINE NOT OPERATED AT FINAL TERMINAL.

Crew reports as unit 6:30 A.M.

Switch until 7:15 A.M.

Arrive designated track at "Z" 2:00 P.M.

Switch until and released at 2:30 P.M.

Allowance—Minimum of 100 miles at pro rata way-freight rate. 1 hour at 3/16 daily yard rate (initial terminal switching). 1 hour at 3/16 daily road rate (final terminal switching).

Example 2—Rule 3(d)—Initial terminal switching through-freight service—YARD ENGINE OPERATED BUT YARD CREW NOT ON DUTY.

Crew reports as unit 7:00 A.M.

Switches until 7:25 A.M.

Arrive "Z" and released at 2:30 P.M.

Allowance—Minimum of 100 miles at pro rata rate, plus 1 hour at 3/16 daily yard rate per hour.

Example 3—Rule 3(d)—Initial terminal switching—final terminal switching—freight service—YARD ENGINES OPERATED AT INITIAL TERMINAL AND FINAL TERMINAL—YARD CREWS NOT ON DUTY.

Crew reports as unit 7:00 A.M.

Switch until 8:00 A.M.

Arrive designated track at "Z" 2:00 P.M.

Switch until and released at 2:30 P.M.

Allowance—Minimum of 100 miles at pro rata rate, plus 2 hours at 3/16 daily yard rate per hour.

Example 4—Rule 3(d)—Initial terminal switching freight service—overtime—YARD ENGINE OPERATED BUT YARD CREW NOT ON DUTY.

Crew reports as unit 7:00 A.M.

Switch until and depart at 7:35 A.M.

Arrive "Z" and released at 6:35 P.M.

Distance "A" to "Z" 100 miles.

Allowance—100 miles at pro rata rate. 1 hour at 3/16 daily yard rate per hour (7:00 A.M. to 7:35 A.M.) 3 hours 35 minutes overtime at 3/16 daily road rate per hour (overtime computed from 7:00 A.M.).

Example 5—Rule 3(d)—Initial terminal switching—final terminal delay—YARD ENGINE OPERATED BUT YARD CREW NOT ON DUTY AT INITIAL TERMINAL.

Crew reports as unit 7:00 A.M.

Switch until 7:45 A.M.

Arrive designated track at "Z" 2:00 P.M.

Delayed and released from duty at 2:35 P.M.

Allowance—Minimum of 100 miles at pro rata rate, plus 1 hour at 3/16 daily yard rate per hour plus 35 minutes final terminal delay at pro rata road rate.

Example 6—Rule 3(e)—Final terminal switching freight service—YARD ENGINE OPERATED BUT YARD CREW NOT ON DUTY.

Crew reports as unit 7:00 A.M.

Arrive designated track at "Z" 1:30 P.M.

Switch until and released at 2:30 P.M.

Allowance—Minimum of 100 miles at pro rata rate plus 1 hour at 3/16 daily yard rate per hour.

Example 7—Rule 3(e)—Final terminal switching—final terminal delay—freight service—YARD ENGINE OPERATED BUT YARD CREW NOT ON DUTY.

Crew reports as unit and departs 7:00 A.M.

Arrive designated track at "Z" 12 o'clock noon.

Switch until 12:35 P.M.

Delayed until and released at 1:35 P.M.

Allowance—Minimum of 100 miles at pro rata rate, plus 1 hour switching at 3/16 daily yard rate (12:00 noon to 12:35 P.M.), plus 1 hour final terminal delay at pro rata road rate (12:35 P.M. to 1:35 P.M.).

Example 8—Rule 3(h)—Switching at point en route where YARD ENGINE OPERATED BUT YARD CREW NOT ON DUTY.

Crew reports for duty at 6:30 A.M.

Arrive "B", point en route 7:00 A.M.

Switch 7:15 A.M. to 7:45 A.M. placing perishable freight and merchandise.

Depart "B" 8:05 A.M.

Arrive designated track "Z" 2:00 P.M.

Released 2:15 P.M.

Allowance—Minimum of 100 miles at pro rata rate, plus 1 hour at pro rata yard rate (switching 7:15 A.M. to 7:45 A.M. at "B").

4. EMERGENCY ROAD SERVICE. Where regularly assigned to perform service within switching limits, yardmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay, and without any deduction therefrom for the time consumed in said service.

5. OPERATING SHOP YARD ENGINES—COMPENSATION FOR. Employes (excluding locomotive crane operators and wrecking derrick engineers) who are assigned to and operate shop-yard engines, will be paid yard rates and operated under the yard service rules.

This rule is without prejudice to the seniority rights of employes who are now assigned to shop-yard engines. As vacancies occur and new positions are created they will be filled from the seniority rosters of yardmen.

6. (a) **PAY TO STARTING POINT.** Pay of yardmen shall continue until they return to the point at which they started work.

The point where going on and off duty will be governed by local conditions. In certain localities instructions will provide that yardmen will report at the hump, others report at yard office, others at engine house or "ready track". It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

CALLED AND NOT USED. Yardmen reporting for duty after being called, and not performing service, will be paid for one day. This will not affect the present practice of requiring extra men to report at starting time of various shifts to find if work is available.

6. (b) **PAY FROM POINT OF ASSIGNMENT—EXTRA YARDMEN.** Extra yardmen will receive compensation from the point of their assignment.

7. (a) **MEAL PERIOD.** Yard crews will be allowed twenty minutes for lunch between four and one-half and six hours after starting work without deductions in pay.

7. (b) Yard crews will not be required to work longer than six hours without being allowed twenty minutes for lunch, with no deduction in pay or time therefor.

7. (c) Paragraphs (a) and (b) of this rule apply to switchtenders, but switchtenders will be held responsible for their regular duties during the lunch period.

8. (a) **STARTING TIME.** Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least forty-eight hours' advance notice. Practices as to handling of transfer crews are not affected by this section.

An extra engine employed in excess of three consecutive days will, after the third day, be considered a regular assignment.

8. (b) Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between six-thirty A.M. and eight A.M.; the second two-thirty P.M. and four P.M.; and the third ten-thirty P.M. and twelve midnight.

8. (c) Where two shifts are worked in continuous service the first shift may be started during any one of the periods named in Section (b).

8. (d) Where two shifts are worked not in continuous service the time for the first shift to begin work will be between the hours of six-thirty A.M. and ten A.M., and the second not later than ten-thirty P.M.

8. (e) Where an independent assignment is worked regularly the starting time will be during one of the periods provided in Sections (b) or (d).

8. (f) At points where only one yard crew is regularly employed, they can be started at any time, subject to Section (a).

8. (g) The time for fixing the beginning of assignments or meal periods is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

9. **CONSIST OF CREWS.** In all yards classed as first class prior to November 16, 1922, a crew shall consist of not less than one foreman and two helpers and no change in present practice of manning yard engines in other yards will be made unless a change in operating conditions, constituting an entirely valid reason, exists. (See tabulation page 209.)

10. **WORKING 16 HOURS.** Regular yardmen required to work sixteen hours will resume work when their rest period is up under the law and their pay will begin at their established starting time.

11. (a) **ATTENDING COURT OR INQUEST.** Yardmen or switchtenders attending court or inquests under instructions from the Company will be allowed the same compensation they would have earned had they

remained on their regular assignment, plus actual expenses. Extra men so used will be allowed a minimum day, plus actual expenses. Money so earned shall be paid not later than the next regular pay day.

11. (b) **ATTENDING INVESTIGATION.** Yardmen or switchtenders called to report during layover time for the purpose of giving information in investigations where they are not at fault, shall receive compensation for all layover time consumed in such investigations; this time to include all time waiting after arrival at the place where the investigation is to be held, until released, and to be not less than one-quarter of a day at regular rates.

11. (c) **RE-EXAMINATIONS.** Yardmen or switchtenders who are required to attend re-examinations on Rules and Regulations will, when attending such re-examinations on their own time, be paid their regular hourly rates for the actual time required to be present.

12. (a) **SENIORITY RIGHTS.** Seniority rights of yardmen and switchtenders date from time they go to work and are confined to their respective classes and to the district on which employed, as follows:

- Galena (Northern District).
- Galena (Southern District).
- Iowa (East and West Subdivisions).
- Iowa (Mason City and Eagle Grove Districts).
- Wisconsin-Madison (Wisconsin District).
- Wisconsin-Madison (Madison District).
- Dakota (Dakota District).
- Dakota (Minnesota District).
- Lake Shore (Fond du Lac District).
- Lake Shore (Green Bay District).
- Lake Shore (Ashland District).
- Lake Shore (Peninsula District).
- Nebraska.
- Black Hills (Black Hills District).
- Black Hills (Wyoming District).

Yardmen or switchtenders in service as such at a specific yard or terminal, as of September 1, 1935, hold prior rights to service in that yard or terminal over other yardmen or switchtenders on the division employed in other yards or terminals as of that date, regardless of

the fact yardmen or switchtenders at other yards or terminals may be senior to them on division roster.

Yardmen or switchtenders employed on or after September 1, 1935, will assign themselves to a particular yard or terminal.

Yardmen or switchtenders cannot transfer from the yard or terminal to which they are assigned so long as their seniority entitles them to regular employment in such yard or terminal, except as provided for in Questions 3 and 5 and Answers thereto. When their seniority does not entitle them to regular employment they may transfer to another yard or terminal provided they give the superintendent twenty-four hours' notice of such desire, preference to employment in a specific yard or terminal to be based on seniority, if competent.

When additional yardmen or switchtenders are needed in a yard or terminal, yardmen or switchtenders employed in other yards or terminals on the division will be given an opportunity to accept such service in the order of seniority. If there are no applicants the junior yardmen or switchtenders in most available yard not working on a regular assignment will be required to accept service.

Yardmen or switchtenders deadheading for service in another yard or terminal will do so on their own time.

(See Section 13 of memorandum of understanding, 5 Day Work Week, page 174.)

12. (b) **PREFERENCE OF WORK AND PROMOTION—YARDMEN.** The right to preference of work and promotion will be governed by seniority in service. The yardmen oldest in service will be given the preference, if competent.

12. (c) **APPOINTMENT OF YARDMASTERS AND ASSISTANT YARDMASTERS.** In the appointment of yardmasters and assistant yardmasters the senior yardmen will, in all cases, be given full and unprejudiced consideration. Yardmen appointed to position of yardmaster or assistant yardmaster in their seniority district will not forfeit seniority as yardmen while so assigned.

12. (d) **BACK-UP SERVICE BETWEEN CHICAGO PASSENGER TERMINAL AND COACH YARDS (GALENA DIVISION).** Back-up service between Chicago Passenger Terminal and various coach yards, Galena Division, will be manned and operated by Galena Division passenger trainmen, under rates and rules applicable to yard service, with the understanding that yardmen assigned to back-up service as of April 22, 1920, will outrank Galena Division passenger trainmen in assignments to this service.

12. (e) **CONCURRENT SENIORITY—TRAINMEN AND YARDMEN—CHICAGO SWITCHING DISTRICT.** Trainmen, Galena and Wisconsin Divisions, hold seniority concurrently with yardmen in service April 22, 1920, in the selection of yard helper service in the Chicago Switching District.

For the purpose of defining the territory governing the assignment of trainmen of the Galena and Wisconsin Divisions in the Chicago Switching District, the following line of demarcation is hereby established.

- (1) Galena Division: All yards in the Chicago Switching District south of the Galena Division main line between Lake Michigan and "HM" Tower (Elmhurst), and State Street, California Avenue (freight and passenger), Chicago Shops and Proviso Yards. This includes work on industry tracks assigned to crews operating out of these yards.
- (2) Wisconsin Division: All yards and industry tracks in the Chicago Switching District not included in (1).

12. (f) **PREFERENCE OF WORK—SWITCHTENDERS.** The right to preference of work will be governed by seniority in service. The switchtender oldest in service will be given preference, if competent.

12. (g) **CHANGING SHIFTS.** Yardmen desiring to change from one shift to another will give twenty-four hours' notice of such desire, and will indicate job to which displacement will be made on the new shift. Yardman employed on such shift will be notified of such displacement prior to completion of work on day prior to the change.

Yardmen laying off of their own accord must notify proper officer prior to conclusion of work period on day preceding day on which they desire to resume service.

12. (h) **EXERCISING SENIORITY.** Yardmen will be permitted to exercise their privilege to work only once on each calendar day.

12. (i) **ASSIGNMENTS ANNULLED.** The Company shall notify yardmen of the annulment of their assignment before the completion of their day's work prior to day annulment becomes effective.

12. (j) **EXTRA BOARDS—CHICAGO SWITCHING DISTRICT.** Extra boards will be maintained for the Galena Division; Wood Street, which includes the South Side Elevator; Proviso; State Street, which includes the North Pier, 40th Street Shop Yards and Western Avenue Freight Yard; California Avenue Coach Yard, which includes the NWXT and Passenger Terminal.

For Wisconsin Division: Grand Avenue; 40th Street.

12. (k) **YARDMEN TRANSFERRING FROM ONE YARD TO ANOTHER—CHICAGO SWITCHING DISTRICT.** Regular or extra yardmen may transfer from one yard to another by giving proper notice.

12. (l) **FILLING V A C A N C I E S — C H I C A G O SWITCHING DISTRICT.** New or extra assignments, permanent or temporary vacancies to be filled on the first day or shift from yard extra board. After the first day the senior yardman making application will be assigned under provisions of yard rule 12(g). If no application is made and vacancy extends beyond one day, position will continue to be filled daily by the man first out on the extra board.

12. (m) **DISPLACING RIGHTS—CHICAGO SWITCHING DISTRICT.** A man having displacing rights may assign himself on basis of seniority to new or extra assignments, permanent or temporary vacancies, on the first day thereof, in lieu of such positions being filled from men on the extra board; however, after having exercised displacement rights on

one assignment and is again displaced he will not be privileged to displace onto other temporary vacancies but will be required to place himself on a regular assignment or on the extra board. If on a regular assignment he can only change therefrom as provided for in yard rule 12(g).

Question 1—Rule 12(a)—May a yardman assigned to a specific yard and whose seniority entitled him to regular employment therein, be permitted to voluntarily transfer to another yard in his seniority district?

Answer—No, except as provided in Questions 3 and 5.

Question 2—Rule 12(a)—May a yardman whose seniority does not entitle him to regular employment in the yard to which assigned transfer to another yard or terminal, regardless of the fact such transfer would not entitle him to regular employment in the yard to which transferring?

Answer—Yes, upon giving proper notice to Superintendent or securing proper release from yardmaster at point employed.

Question 3—Rule 12(a)—When additional Yardmen are needed in a given yard how should such positions be filled?

Answer—First, by bulletin notice to all yardmen in the seniority district; second, in case there are insufficient applicants then the junior extra yardman in the nearest available yard will be assigned, and when so assigned that yard is his assigned point and he then cannot transfer to his former yard or another yard, except under provisions of Rule 12(a)—that is, if his seniority permits regular employment in the yard to which transferred he cannot transfer to another yard, except that he will be permitted to return to his former yard, provided he can hold regular assignment therein.

Question 4—Rule 12(a)—If there are not sufficient yardmen in the nearest available yard to fill additional positions of yardmen at the point where force is increased and there have been no applications therefor, how should the position be filled?

Answer—By assigning the junior yardman in the

seniority district not holding regular assignment, without regard to location.

Question 5—Rule 12(a)—Under what circumstances can a yardman transferred from original point of employment return to such point?

Answer—He can return to such point only when additional yardmen are required, as indicated by bulletin notice, or upon giving 24 hours' notice to the superintendent or securing proper release from yardmaster at the point employed, provided his seniority entitles him to regular assignment at original point of employment.

Question 6—Rule 12(a)—Under what conditions would additional yardmen be employed?

Answer—Additional yardmen will be employed only when there is an insufficient number of yardmen on the seniority district not holding regular assignment to protect the requirements of the service.

Question 7—Rule 12(a)—May a junior yardman decline to accept transfer to another yard when yardmen are needed at that point and there are no applicants therefor?

Answer—No, it is mandatory that he accept the transfer.

13. (a) **SENIORITY LISTS.** Seniority lists of yardmen and switchtenders shall be furnished local chairmen every six months, and copies shall be posted in convenient place in yard offices, to which yardmen and switchtenders shall have access at all times. Local chairmen shall be furnished record each thirty days, showing change in seniority lists and of men on leave of absence of thirty days or over.

13. (b) **CREW BULLETINS.** Separate bulletins shall be kept in each yard office upon which assigned crews, switchtenders and extra men shall be registered.

13. (c) **BULLETINING OF ASSIGNMENTS.** All new, vacant or changed assignments shall be bulletined for the information of yardmen or switchtenders in the yard in which they occur. Bulletins will be posted at the time new assignments are created or vacancies or changes occur. In case there are not sufficient yardmen or switchtenders assigned to a particular yard to man

assignments established, bulletins advertising for applicants will be posted in all yards in the seniority district.

14. (a) **APPLICATIONS FOR EMPLOYMENT.** Applications of yardmen and switchtenders for employment, if not satisfactory, will be rejected within thirty days after first service, or applicant will be considered accepted.

14. (b) **PHYSICAL EXAMINATIONS.** All physical examinations of applicants shall be made without expense to the person examined, unless he shall pass such examination and be continued in service not less than thirty days. The entire fee for such examination shall not exceed one dollar (\$1.00). The applicant shall be notified within ten days of the result of his physical examination, and if not so notified he will be considered physically qualified.

15. (a) **LEAVING SERVICE.** Yardmen or switchtenders leaving the service of the Company of their own accord forfeit all seniority rights and shall not be reinstated.

15. (b) **SERVICE LETTER.** Any yardman or switchtender leaving the employ of the Company will, at his request, be given a letter by the superintendent stating his term of service and capacities in which employed.

15. (c) **LEAVE OF ABSENCE.** A yardman or switchtender will not be granted leave of absence for a longer period than ninety days, except in case of sickness of himself or member of his family, or when serving on committee.

16. (a) **TEMPORARY VACANCIES—SWITCHTENDERS—FILLING OF.** In filling temporary vacancies of switchtenders, and no extra switchtenders available, the senior available extra yardman will be given preference.

16. (b) **PERMANENT VACANCIES—SWITCHTENDERS—FILLING OF.** In filling vacancies in positions of switchtenders, preference shall be given to yardmen disabled in the service, whenever such injuries are not such as to unfit them for such duties. Disabled

yardmen desiring to be considered in line for such positions may file application with the proper officer of the Company.

17. **TIME SLIP CORRECTION.** When the time of men is corrected or disallowed, they will be notified of the fact at once by the superintendent; such notice to show reason why time was not allowed, referring to the rule in the agreement and advise by whose authority change was made. Time tickets will be issued upon request for shortage of eight hours or more.

18. **PAYMENT OF NOTARY FEES.** When the Company requires that official papers shall be certified by a Notary Public or other court officer, it shall pay the fee assessed by such officers.

19. **SERVING ON COMMITTEE.** Yardmen or switchtenders serving on committees will be granted leave of absence, upon request, to serve on such committees.

20. **CABOOSES FURNISHED.** Yardmen will be furnished cabooses in transfer service, also on other extended runs justifying having cabooses. A yard crew shall be permitted to switch the caboose required by this rule to the rear end of the train before commencing a transfer or other extended movement. Cabooses will be equipped with stoves, tools, signal appliances, lamps and such other supplies as are required for the service. Present practice of drawing supplies to continue.

21. (a) **EQUIPMENT OF ENGINES IN YARD SERVICE.** All engines assigned to switching service shall be equipped with headlights, footboards and proper safety appliances at both ends.

An engine temporarily assigned to switching service shall be so equipped at the first opportunity, if such engine is to be continued in that service more than one shift. The use of engines not so equipped shall not be prolonged by the substitution of one engine for another. This provision, however, shall not apply to engines exclusively used in transfer service.

21. (b) Engines that blow steam, so as to obstruct the observation of signals, shall not be used in yard service.

22. (a) **CHAINING CARS, COUPLING AND UNCOUPLING HOSE.** Yardmen will not be required to chain or unchain cars, couple or uncouple hose, in yards or on repair tracks where carmen are employed and on duty. (See referee's award, page 153.)

NOTE: Under this rule yardmen will, if necessary to avoid delay, couple air hose between engine and cars. (See agreements, pages 189-193.)

22. (b) **HANDLING CABLES, SIDE BOARDS, ETC. OPERATING RAIL LOADERS, ETC.** It will not be the duty of yardmen on work trains to handle cables, side boards, side doors, or to operate weed burners, rail loaders, ledgerwoods or spreaders.

23. (a) **OBJECTING TO YARDMEN OR SWITCHTENDERS.** When objections or charges are made against any yardman or switchtender by other yardmen or switchtenders they shall be put in writing, and shall convey a full and clear statement of the objections or charges.

23. (b) **HEARING ON COMPLAINT MADE BY YARDMEN OR SWITCHTENDERS.** The proper officer of the Company will hear any reasonable complaint made by an individual yardman or switchtender, or any complaint made by the authorized committee of the B. of R.T., representing same, provided, due notice shall be given the Company in writing of the subject of the complaint, and a special appointment made as to the time and place same shall be considered.

23. (c) **INVESTIGATION, DISCIPLINE AND APPEAL.** Yardmen or switchtenders continued in the service or not censured pending an investigation of an alleged offense shall be notified, within five days after the Company has information of the offense, that a charge is pending. Within five days thereafter an investigation shall be held and a decision shall be rendered and made effective within three days after the investigation.

23. (d) Yardmen or switchtenders taken out of service or censured for cause shall be notified by the Company of the reason therefor and shall be given a hearing within five days after being taken out of service. If held

longer shall be paid for all time so held at their regular rates of pay.

23. (e) Yardmen or switchtenders shall have the right to be present, and to have an employe of their choice at hearings and investigations to hear all oral and to read all written testimony, and to bring out any facts in connection with the case. They shall also have the right to bring such witnesses as they may desire to give testimony.

23. (f) Decision shall be rendered in writing within three days after the hearing, or yardman or switchtender will be paid for all time lost after expiration of the three days.

23. (g) If decision is unsatisfactory, yardman or switchtender will have the right of appeal to a higher officer of the Company.

23. (h) If exception is taken to the discipline administered, by the yardman or yardmen, switchtender or switchtenders involved, a transcript of all evidence taken at the investigation shall be furnished chairman of committee upon request, provided the chairman presents the Company's officer with a written request, from the yardman or switchtender disciplined, for such transcript, and a statement of the yardman's or switchtender's reasons and contention for believing that the discipline administered is unjust.

23. (i) In case the discipline is found to be unjust the yardman or switchtender shall be reinstated and paid for all time lost.

23. (j) Yardmen or switchtenders not at fault, required by the Company to be present at investigations as witnesses, will be paid for all time lost.

24. **EMPLOYMENT—EXPERIENCED MEN.** In the employment of yardmen experienced men shall be given preferred consideration.

25. **PRIVILEGES.** Privileges heretofore enjoyed by yardmen or switchtenders shall not be abrogated.

CAR RETARDER OPERATORS, HUMP YARD, PROVISO, ILLINOIS CHICAGO SWITCHING DISTRICT

The following rates of pay, rules and regulations will apply to car retarder operators, Hump Yard, Proviso, Illinois, Chicago Switching District:

1. Rate of pay \$22.02 per day.

2. Eight hours or less shall constitute a day's work. Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used, all time worked in excess of eight hours continuous service in a twenty-four hour period, shall be paid for as overtime on the minute basis at one and one-half times the hourly rate.

Any time worked in excess of eight hours, where continuous shifts are worked, due to making turnover or waiting for relief, will not be considered overtime.

3. Employes in yard service, Chicago Switching District, will have seniority to positions of car retarder operators in accordance with provisions of Section (e), Rule 12, yard service rules.

In filling positions ability and seniority will be considered. The Company's officers will be the sole judge as to the competency of the applicant for the filling of the position.

Employes in yard service, Chicago Switching District, desiring to be considered in line for promotion to car retarder operators must qualify on their own time.

There shall be no preference of seniority exercised as to car retarder stations on any one shift.

Employes promoted to positions of car retarder operators will retain seniority in the class from which promoted.

4. Car retarder operators will, when requested, perform any of the work of a yardman during the day's work.

5. When an employe performs car retarder operator's work and other yard work the same day, it will be considered "combination service" and the higher rate of pay will apply for the entire day's work.

When car retarder operators are not on duty, employes will, when required, throw switches and when this is necessary it is understood that this is not car retarder operator's work and will not be termed "combination service" as referred to in preceding paragraph.

6. Car retarder operators may be required to work one or more humps, either as car retarder operators or yardmen, or both. They will help with any engine connected with the hump work whenever required to do so.

7. Car retarder operators will arrange their lunch period so as not to interfere with the operation of the hump.

If it should become necessary to throw any switches during the lunch period, the car retarder operators will be prepared to do so.

8. All investigations, hearings and discipline administered to car retarder operators will be in accordance with provisions of Rule 23, yard service rules.

9. Car retarder operators will make minor repairs as their time permits.

GENERAL

ACCREDITED COMMITTEES. Regular accredited committee of the Brotherhood of Railroad Trainmen shall be recognized in the adjustment of differences which may arise under this agreement.

The exclusive right of the General Committee of the Brotherhood of Railroad Trainmen to represent employes coming within the scope of this agreement is conceded in the making of contracts, rules, rates and working conditions and interpretations thereon.

The right of any trainman, yardman, switchtender or car retarder operator to have the regularly constituted committee of his organization represent him in the han-

dling of his grievances under the recognized interpretation placed upon the schedule involved by the signatories thereto, is conceded, provided the regularly constituted committee first secures such interpretation in writing.

RULINGS AND DECISIONS. Any ruling pertaining to any portion of this agreement, regarding which a dispute has arisen or may arise, will be submitted to the representatives of the Brotherhood of Railroad Trainmen for approval or rejection. If necessary a conference will be held and an agreement mutually satisfactory must be reached before said ruling is placed in the hands of superintendents for enforcement.

When a decision is made by a general officer on a specific case to a division officer and the same is not acceptable to men coming within the scope of this agreement, and so indicated through the local chairman, it will be held in abeyance until the general committee or its representatives meet the general officers and the decision is affirmed, changed or countermanded.

General and local agreements; Supplement No. 25 to General Order No. 27 and Interpretations 1 and 2 thereon; Interpretations and decisions on rules in effect December 31, 1958, and not in conflict with rules and agreement herein contained, shall be continued in effect during the life of this agreement.

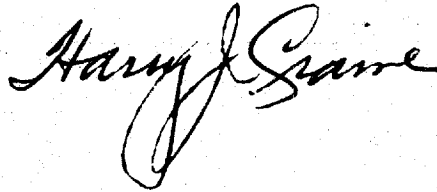
The term "trainmen" as used herein applies to the following classes of employes:

- Ticket Collectors (Suburban District).
- Train Baggage-men.
- Passenger Brakemen and Flagmen.
- Freight Brakemen.

AGREEMENT, CHANGES IN. The foregoing constitutes in its entirety an agreement between the Chicago and North Western Railway Company and the Brotherhood of Railroad Trainmen, and no portion thereof shall be changed or abrogated without the approval of the Officer in Charge of Personnel and the General Committee of the Brotherhood of Railroad Trainmen or until thirty days' notice in writing shall have been served

by the party desiring the change on the other party thereto.

FOR THE EMPLOYES:

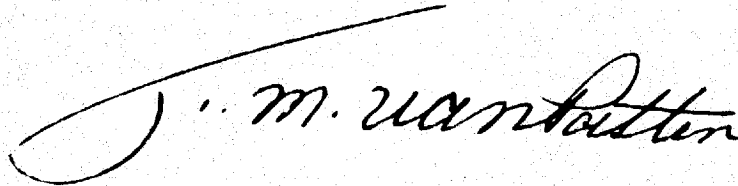


Chairman, General Committee—
Brotherhood of Railroad Trainmen.



Secretary, General Committee—
Brotherhood of Railroad Trainmen.

FOR THE RAILWAY COMPANY:



Director of Personnel.

SPECIAL AGREEMENTS

TRAINMEN OPERATING REGULAR ASSIGNMENTS

Trainmen assigned to regular runs will be permitted to work on such runs even though they are operated in advance of or subsequent to the regular schedule. When operated in advance of or subsequent to regular schedule, mileage allowed will not be considered as extra mileage under Rule 43.

COUNCIL BLUFFS-OMAHA TERMINAL MOVE- MENTS APPLICABLE TO IOWA AND SIOUX CITY DIVISION TRAINMEN

Effective April 16, 1923

Effective April 16, 1923, freight trainmen going through from Council Bluffs to South Omaha or North Omaha, or vice versa, via Union Pacific or Illinois Central, will be paid extra at the rate of fifteen miles per hour for such service. The terminal for the trains so run through to be considered as Council Bluffs Freight Yard, Council Bluffs for Iowa and Sioux City Divisions.

Terminal time will start when the train passes east switch at Council Bluffs Freight Yard west-bound and will terminate when train passes east switch at Council Bluffs Freight Yard east-bound.

It is understood that trains No. 121, 122, 341 and 320 will handle line-haul cars between Council Bluffs and North Omaha but will not handle cars moving as switch business.

* * * * *

MEMORANDUM OF AGREEMENT BETWEEN
THE CHICAGO AND NORTH WESTERN RAIL-
WAY COMPANY AND THE BROTHERHOOD
OF RAILROAD TRAINMEN, IN RESPECT TO
RETENTION OF SENIORITY BY TRAINMEN
AND YARDMEN PROMOTED TO OFFICIAL
POSITIONS IN THE SERVICE OF THE RAIL-
WAY COMPANY.

It is hereby agreed that men holding seniority as trainmen and yardmen, promoted to official positions in the service of the Railway Company, will retain their seniority as such established under provisions of rule 93, trainmen's schedule, and rule 12(a), yardmen's schedule, respectively, as long as they remain on such official positions.

FOR THE EMPLOYEES:

(S) O. G. Jones
Chairman, G. G. C.,
Brotherhood of Railroad Trainmen.

FOR THE RAILWAY COMPANY:

(S) M. E. Pangle
Director of Personnel
Chicago, Illinois
March 19, 1940

* * * * *

MEMORANDUM OF AGREEMENT BETWEEN
CHICAGO AND NORTH WESTERN RAILWAY
COMPANY AND THE BROTHERHOOD OF
RAILROAD TRAINMEN COVERING ASSIGN-
MENT OF PASSENGER TRAINMEN TO BACK-
UP SERVICE BETWEEN CHICAGO PASSEN-
GER TERMINAL AND COACH YARDS WHERE
PASSENGER EQUIPMENT IS STORED.

Effective April 15, 1940, the following special agree-
ment will govern, cancelling the existing special agree-
ment dated July 1, 1938:

(1) All vacancies will be filled on the first day from
the passenger trainmen's extra list.

(2) After the first day, the senior passenger train-
man regularly assigned in backup service making ap-
plication for position will be assigned to same. If no
such applications are received from men in regularly as-
signed backup service and vacancy extends beyond one
day, position will continue to be filled by men first out
on the passenger trainmen's extra board on each day
of the duration of the vacancy.

(3) Trainmen become regularly assigned backup men when entering that class of service in the three following manners:

1st—under the provisions of Road Rule No. 26.

2nd—under the provisions of Road Rule No. 105.

3rd—under the provisions of Road Rule No. 19.

(4) This special agreement modifies Rule No. 19 to the extent that a senior trainman making application for vacancy in backup service under Rule 19 shall be assigned to such service at the expiration of six days, even though one or more displacements by regularly assigned backupmen have taken place on such vacancy or series of vacancies during the interim. Further, that a trainman entering backup service under the provisions of Rule 19 becomes a regularly assigned backupman and when displaced under any rule may displace any junior trainman in accordance with any displacement rule.

(5) This agreement may be abrogated by either party thereto serving thirty days' notice on the other party.

(6) Passenger trainmen in backup service under provisions of Rule 19, on date this agreement becomes effective, will be considered as coming under this special agreement and their former assignments will be bulletined in accordance with Rule 26, on the date this agreement becomes effective.

(S) Leslie G. Bean
Local Chairman
Lodge 424, B.R.T.

(S) Fred C. Ehredt
Local Chairman
Lodge 364, B. of R.T.

(S) H. R. Koch
Superintendent

APPROVED:

(S) O. G. Jones
General Chairman
B. of R.T.

APPROVED:

(S) M. E. Pangle
Director of Personnel

Date—April 15, 1940

MEMORANDUM AGREEMENT BETWEEN
C&NW RY. CO. AND ORC AND BRT IN RE-
SPECT TO HANDLING MDSE. SHIPMENTS IN
CL LOTS IN PASSENGER TRAINS BETWEEN
TRACY, MINN., AND HURON, S. D., DAKOTA
DIVISION.

It is hereby agreed between the C&NW Ry. Co. and ORC and BRT that, effective April 1, 1938, the Ry. Co. may handle in passenger trains 23-411 between Hawarden, Ia. and Huron, S. D., exclusive mdse. shipments intact in CL lots between terminals of runs, and compensate passenger conductors and passenger trainmen on such trains at through-freight rate for the entire trip under passenger rules, provided there are not to exceed three such cars handled in any one passenger train, as follows:

Hawarden to Huron—Minimum of 150 mi. at thru-frt. rate.

Tracy to Huron—Minimum of 150 mi. at thru-frt. rate.

Huron to Pierre—Minimum of 150 mi. at thru-frt. rate.

Pierre to Rapid City—Actual miles at thru-frt. rate. it being understood that the differential between compensation at passenger rate and compensation at through-freight rate will not be used in computing monthly passenger guarantees; it being further understood that a degree of regularity will be maintained, so far as specifying days on which the above freight rate of compensation will apply on such days regardless of whether freight shipments are actually handled. If such freight is handled on subsequent days, the thru-freight rate will also apply on such days.

This agreement shall not be changed or abrogated until thirty days' notice in writing shall have been served by the party thereto, or by mutual agreement between

the railway company and the Order of Railway Conductors and Brotherhood of Railroad Trainmen.

FOR THE RAILWAY COMPANY:

M. E. Pangle,
Asst. to President

FOR THE EMPLOYEES:

E. Jordan, Gen. Chairman ORC
W. H. Ormond, Secy. Gen. Com. ORC
E. J. Kane, Chmn. Gen. Com. BRT
O. G. Jones, Secy. Gen. Com. BRT

Chicago, April 15, 1938.

* * * * *

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND THE ORDER OF RAILWAY CONDUCTORS AND THE BROTHERHOOD OF RAILROAD TRAINMEN, IN RESPECT TO UNIFORMS, ENTERED INTO PURSUANT TO SECTION 1(D) OF CONFERENCE AGREEMENT SIGNED AT CHICAGO, ILLINOIS, ON DECEMBER 12, 1947, BY AND BETWEEN THE THREE REGIONAL CARRIERS' CONFERENCE COMMITTEES AND THE EMPLOYEES REPRESENTED BY THE ORDER OR RAILWAY CONDUCTORS AND THE BROTHERHOOD OF RAILROAD TRAINMEN THROUGH THEIR CONFERENCE COMMITTEES—IN DISPOSITION OF JOINT CASE NO. 1 OF DOCKET DATED JULY 12, 1948.

1. It is hereby agreed that effective October 15, 1948, the railway company will supply to the employes subject to this agreement, free of charge, badges and such insignia as the railway company may require the employes to wear upon their uniform.

2. It is further agreed that when it becomes necessary for an employe subject to this agreement to procure a new uniform suit, an order therefor will be obtained from the appropriate official designated by the railway company and the suit will thereupon be ordered from a clothier designated by the railway company. The railway company will assume and pay a sum equal to fifty per cent of the cost of each such suit, consisting of cap, coat, vest and trousers (two pairs if desired), including alpaca coat and straw cap for summer use if desired, and the employe will assume and pay the balance of the cost thereof where obtained through the designated clothier. In the event an employe desires to obtain his uniform through sources other than the clothier designated by the railway company, it will be permissible for him to do so provided such uniform meets the specifications prescribed by the railway company, and in such instances the carrier will likewise assume fifty per cent of the cost, but not to exceed fifty per cent of what the cost would be if secured through the designated clothier, upon presentation of receipted bill.

3. It will be deemed necessary for an employe subject to this agreement to procure a new uniform when the condition of his old uniform becomes such that the superintendent determines it should be replaced.

4. The above provisions apply to both a winter uniform and a summer uniform.

5. Except under conditions set forth in paragraph seven hereof, it is understood and agreed that when new uniform suits are obtained, a complete new suit will be purchased that is, the coat, vest and trousers (two pairs if desired) on each such occasion, except where the employe desires to purchase an alpaca coat or a straw cap for summer use, for the reason that it is undesirable to wear a new regulation uniform coat with an old vest and trousers, or vice versa.

6. The railway company may pay the clothiers the entire amount of the cost of such suits and may collect the employe's share of such cost from each employe to whom a suit is delivered by the payroll deduction plan or otherwise.

7. In the event uniform or any portion thereof is lost, damaged or destroyed, the employe will repair such damage or replace such uniform or portion thereof at his sole expense, unless damaged or destroyed while on duty through no fault of such employe.

8. This memorandum agreement becomes effective October 15, 1948, and will remain in full force and effect until changed or cancelled in accordance with the procedure prescribed in the Railway Labor Act, amended.

Circular Letter S-2-516 (File 69-1-41 Uniforms).

* * * * *

RATES OF PAY

Trainmen in Road Freight Service Receiving Road Rates
Basis of Pay

**Maximum number of cars (including caboose) hauled in train in road movement at any one time on road trip anywhere between initial starting point and point of final release.	**Amounts to be Added to Basic Daily Road Freight Rates	Through Freight		Way Freight	
		Per Mile	Per Day	Per Mile	Per Day
*Basic Rates per					
Rules 32(a)-(b)		\$.1631	\$16.31	\$.1674	\$16.74
Less than 81 cars	\$0.20	.1651	16.51	.1694	16.94
81 to 105 cars	.55	.1686	16.86	.1729	17.29
106 to 125 cars	.95	.1726	17.26	.1769	17.69
126 to 145 cars	1.20	.1751	17.51	.1794	17.94
146 to 165 cars	1.30	.1761	17.61	.1804	18.04

**Add 20¢ for each additional block of 20 cars or portion thereof.

*This rate applies to services that have no direct connection with the movement of cars in road freight service. This minimum rate also applies to arbitraries or special allowances such as held-away-from-home terminal, except when paid as a part of a trip.

**National Agreement dated May 26, 1955 amending Article I of National Agreement of May 11, 1955.

* * * * *

Article II(b) of agreement of October 4, 1955:

"Effective October 1, 1955, the minimum daily earnings from all sources, for each day to which service

(6) Danger to life or property requiring immediate attention.

NOTE: It is understood that the following will not be in conflict with this agreement:

- (a) At points where there is no telegrapher employed or where one is employed but not on duty or immediately available, a telephone conversation about work performed or to be performed, about obtaining permission to cross over or about the probable arriving time of other trains, and
- (b) At junction points or points where spur tracks join main tracks where telegraphers are not now employed, telephone check on overdue trains.

The following questions and answers will govern in the application of this agreement:

1.—If train or engine service man, using switch where light is imperfectly displayed or absent, reported same to train dispatcher, would this be considered a violation of the agreement?

Answer—No, as this would be a signal failure.

2.—If conductor reported the arrival of his train in accordance with provisions of Rule 244 (at closed station where train to be met or passed has not arrived or is not in sight), would this be considered a violation?

Answer—No, but train orders could not be issued unless an emergency existed.

3.—Is it intended the agreement would prohibit compliance with Rule 403-amended, Rule 404-amended, Rule 405, and Rule 406-amended (governing movements in centralized control districts) in the territory Chadron to Dakota Junction (approximately 5.1 miles) and Green Bay and Duck Creek (approximately 4.2 miles)?

Answer—No.

4.—Would compliance with provisions of Rules 509 and 509(c) (when stopped by stop signal must stay until authorized to proceed, etc. . .) be considered a violation of the agreement?

Answer—No, but instructions to proceed would not be given unless an emergency existed.

NOTE: Rules in questions 2, 3 and 4 are rules of the operating department, in effect as of May 1, 1939.

This agreement shall become effective May 1, 1939, and remain in effect until changed in accordance with provisions of Section 6 of the Railway Labor Act as amended June 21, 1934.

FOR THE EMPLOYEES:	FOR THE
(S) J. McGuire	RAILWAY COMPANY:
General Chairman,	(S) M. E. Pangle
B. of L. E.	Assistant to President
(S) J. L. Witherspoon	
General Chairman,	
B. of L. F. & E.	
(S) E. Jordan	
General Chairman,	
O. of R. C.	
(S) F. J. Kane	
Chairman, Gen. Com.,	
B. of R. T.	
(S) R. B. Boyington	
General Chairman,	
O. of R. T.	
(S) A. W. MacLennan	
General Chairman,	
A. T. D. A.	

* * * * *

MEMORANDUM OF AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN, IN RESPECT TO ESTABLISHMENT OF MAXIMUM MILEAGES AND/OR TIME OF TRAINMEN, YARDMEN, AND SWICHTENDERS, IN CONFORMITY WITH SUGGESTIONS CONTAINED IN LETTER OF SEPTEMBER 2, 1933, FROM FEDERAL COORDINATOR OF TRANSPORTATION TO RAILROAD PRESIDENTS AND RAILROAD LABOR EXECUTIVES.

In conformity with suggestions contained in letter of September 2, 1933 from Federal Co-ordinator of Trans-

portation to Railroad Presidents and Railroad Labor Executives, in respect to establishment of monthly mileages and/or time, it is hereby mutually agreed that, effective December 1, 1933, the following maximum miles and/or time or equivalents thereof will be established for trainmen, yardmen, and switchtenders:

- (a) Passenger service5500 miles
- Freight** service, including service in the
 Chicago Switching District compensated
 at freight rates3500 miles
- Yard service (except engine foremen
 (conductors)—**Chicago Switching
 District**), and including all service
 in the **Chicago Switching District**
 compensated at yard helper's rate
 or rates equal thereto..... 208 hours
- Galena Division** passenger trainmen
 performing backup service..... 208 hours
- Switchtenders 208 hours

The maximum monthly mileage and/or time for trainmen, yardmen, or switchtenders, working in more than one class of service, i.e., passenger, freight, yard, or switchtender, in a checking period, will be:

- Trainmen3500 freight miles
- Yardmen or Switchtenders..... 208 hours

In computing miles and/or time in the various classes of service, the following will apply:

- 100 miles in freight service equal 100 freight miles.
- 150 miles in passenger service equal 100 freight miles.
- 1 day (eight hours) in switchtender service equals 100 freight miles.
- 1 day (eight hours) in yard service, backup service as referred to in Rule 4(b), Trainmen's Agreement, and transfer service, Chicago Switching District equals 135 freight miles.

The term "equivalent thereof" as used herein contemplates that payments for overtime, arbitraries, special allowances, etc., will be converted to the equivalent in miles in service paying passenger and freight rates, and time in service paying yard and switchtender rates, or

rates equal thereto, on basis of one hour at pro rata rate equaling 18-3/4 miles in passenger service and 12-1/2 miles in freight service; one hour at punitive rate equaling 18-3/4 miles in road freight service and one hour and thirty minutes in yard and switchtender service.

- (b) Mileage and/or time limitations as specified in Paragraph (a) shall be accomplished by trainmen, yardmen, or switchtenders laying off after the mileage and/or hourly maximums or equivalents thereof have been reached.

For the purpose of determining when maximum miles and/or time are reached, and in order to spread opportunity for employment of extra men, three monthly checking periods may be established, to wit—

One commencing the first of the month.

One commencing the tenth of the month.

One commencing the twentieth of the month.

- (c) Trainmen in road service will be relieved at points where relief is now ordinarily furnished.
- (d) Compensation will not be allowed for deadheading in connection with application of this agreement.
- (e) A trainman who is at his point of relief, as designated by Division Officer, at a time when one more round trip would exceed the monthly mileage maximums or equivalent thereof, but who has not earned the maximum, will be permitted to make one more round trip, in which case the excess mileage over the maximum will be applied against his mileage and/or time maximum in the following month or checking period. The same principle applies where a trainman, yardman, or switchtender is permitted, for any cause, to earn in excess of the maximum specified in a given period, i.e., such excess will be applied against mileage or time maximum in the succeeding month or checking period.
- (f) To carry out the provisions of this agreement, trainmen, yardmen, and switchtenders will register their total miles and time or equivalents thereof, reduced to miles, at the end of each day or trip, at points designated by Division Officers and,

failing to do so, will not be permitted to perform service until such information has been properly entered.

- (g) It is understood that the maximums specified do not constitute a guarantee and where, under present rules or practices, trainmen, yardmen, or switchtenders do not make the maximums provided herein, nothing in this agreement requires that they be permitted to do so.
- (h) It is further understood that the provisions of this agreement shall not operate nor be construed in any manner to subject the Railway Company to any additional expense, nor to penalize the Railway Company in its application.

The provisions of this agreement do not affect rules contained in agreement between the Railway Company and the Brotherhood of Railroad Trainmen, amended effective January 15, 1925, as applied to roadmen, and agreement effective November 16, 1922, as applied to yardmen (except engine foremen (conductors)—Chicago Switching District), and switchtenders, except those which may be contrary hereto, and then only during period this agreement is in effect.

This agreement will remain in effect until either party signatory hereto shall give the other party ten days' written notice of desire to terminate same, after which the full provisions of agreement amended effective January 15, 1925, as applied to roadmen, and agreement of November 16, 1922, as applied to yardmen (except engine foremen (conductors)—Chicago Switching District), and switchtenders, will apply, unless otherwise changed or modified by mutual agreement.

FOR THE EMPLOYES:

(S) E. O. Dugan
General Chairman,
B. of R. T.
(S) O. G. Jones
General Secretary,
B. of R. T.

Chicago, Illinois,
December 1, 1933.

FOR THE
RAILWAY COMPANY:
(s) Wm. Walliser
Vice-President

MEMORANDUM OF AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY—MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILWAY COMPANY AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN, PROVIDING FOR A DIVISION OF WORK PERFORMED HANDLING IRON ORE AND OTHER SERVICE INCIDENTAL THERETO ON THE GOGEBIC RANGE.

The Chicago and North Western Railway Company will hereinafter be referred to as "North Western" and the (Wisconsin Central Railway Co.)—Minneapolis, St. Paul & Sault Ste. Marie Railway Company as "Soo Line".

RANGE LIMITS DEFINED

The Gogebic Iron Range as herein described is located between the west line of range 2 east, Iron County, Wisconsin, and the north and south section line located one mile west of the west line of range 44 west, Gogebic County, Michigan, and embraces all the North Western and Soo Line trackage within the confines thereof. North Western and Soo Line engine, train, and yard service employes will be engaged to render all engine, train and yard service necessary in the handling of the iron ore and other service incidental thereto within these range limits.

SERVICE CLASSIFIED

Iron ore service will be divided into four classes, namely:

- Main line road work;
- Range main line pool work;
- Range switching;
- Switching at the docks at Ashland.

MAIN LINE ROAD WORK DEFINED

Main line road work will consist of handling iron ore trains between Ashland and Orva (or Hurley if Orva is abandoned), and vice versa on North Western, and between Ashland and Hoyt, and vice versa, on Soo Line. The road haul will be divided on a tonnage basis; 69%

will be assigned to North Western, and 31% to Soo Line engine and train service employees. It is understood that North Western main line road crews may be operated in the range limits to the present recognized assembling yard at Siemens, the time consumed within the range limits to be accounted for on an engine hour basis as range main line pool service, 69% North Western, 31% Soo Line. The automatic release provision will apply to North Western train crews at Ashland.

NOTE: Road freight crews, other than those engaged in this service will not handle iron ore equipment on the range during open ore season except that they may fill out at Hoyt on the Soo Line, and Orva, Hurley, or Ironwood on the North Western. Road freight crews may handle iron ore equipment to and from main line assembling points during the closed ore shipping season.

A maximum of fifteen cars of ore, or fifteen empty ore cars may be handled between Bessemer and Hoyt by Soo Line crew regularly assigned to mixed trains Nos. 351-352.

RANGE MAIN LINE POOL WORK DEFINED

Range main line pool work will consist of handling empty and loaded ore cars and other cars incidental to ore service between the main line assembling yards, and the concentration or fillout yards at Hoyt on the Soo Line, and Orva on the North Western. The time of crews engaged in this service will be pro rated on an engine-hour basis, 69% of which will be allocated to North Western crews and 31% to Soo Line crews. This service will be operated by road crews who will run on first-in first-out basis as applied to initial trip and will be compensated at the local or way-freight rate of pay.

RANGE SWITCHING DEFINED

Range switching will consist of the switching on the range incidental to the ore service inclusive of handling cars from the point of set-out by the road crews to the mines, spotting at the mines, and handling cars from point loaded to point of pick-up by road crews. The time of the crews engaged in this service will be pro rated on an engine-hour basis, 69% of which will be allocated to the North Western crews and 31% to Soo Line crews. Crew shall consist of not less than an engineer, fireman, foreman and two helpers.

Pro rating of assignments and preferences thereto will be subject to negotiations by the representatives of the organizations having jurisdiction. Any unbalanced distribution of work will be adjusted when there is an accumulation of thirty-two hours in favor of the employes of either road.

COMBINATION OF MINE RUNS AND COMMERICAL SWITCHING

Engineers and firemen who perform a combination of mine run and commercial switching will be compensated at the local or way-freight rate of pay. This will not permit North Western crews to perform Soo Line commercial switching or vice versa, except as otherwise agreed to.

TIE UP AT IRONWOOD

All assignments performing range switching and/or crews operating range main line pool work between Wakefield, Hoyt, Orva, Belt Line Junction, or other intermediate points, will tie up at Ironwood.

ASHLAND DOCK WORK

At Ashland the employes of each railroad will continue to perform all the service of their respective lines until dock work is pooled. Apportioning of work subsequent to the pooling of work at Ashland will be subject to negotiation by the parties signatory hereto.

SENIORITY

North Western employes will exercise their seniority in respect to work set out herein concurrently with the seniority they hold on the North Western, subject to provisions of their respective schedules and agreements. Soo Line employes will exercise their seniority in respect to the work set out herein concurrently with the seniority they hold on the Soo Line subject to the provisions of their respective schedules and agreements.

The joint superintendent or such other officer shall keep a record of the iron ore tonnage shipped over the respective railways, apportioning to each railroad its proper share. He shall also furnish to each of the organizations, parties to this agreement, copy of this record each week. A record will be kept of engine

hours worked by range main line pool crews and range switching crews. Copies of such records shall be furnished each week to each representative of the organizations parties to this agreement.

It is agreed the foregoing constitutes a special agreement between the parties signatory hereto, effective September 1, 1936, dealing with particular classes of service within defined limits, and does not in any manner affect or modify schedule rules or agreements, except as specifically provided for herein.

No portion of this agreement will be abrogated prior to December 1, 1937, and not then until thirty days' notice in writing shall be served by the party desiring the change on all parties signatory hereto.

(Signed) M. E. Pangle
Asst. to President—
C&NW Ry.
(Signed) J. McGuire
Gen. Chairman,
BLE, C&NW Ry.
(Signed) J. L. Witherspoon
Gen. Chairman,
BLF&E, C&NW Ry.
(Signed) E. Jordan
Gen. Chairman,
ORC, C&NW Ry.
(Signed) E. O. Dugan
Gen. Chairman,
BRT, C&NW Ry.
(Signed) W. H. Corbett
Asst. to V. P. & G. M.,
MSTP&SSM Ry.
(Signed) D. J. Costello
Gen. Chairman, BLE,
MSTP&SSM Ry.
(Signed) Brook Jones
Gen. Chairman, BLF&E,
MSTP&SSM Ry.
(Signed) J. P. Barton
Gen. Chairman, ORC,
MSTP&SSM Ry.
(Signed) W. M. Dolan
Gen. Chairman, BRT,
MSTP&SSM Ry.

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, AND BROTHERHOOD OF RAILROAD TRAINMEN, SUPPLEMENTING PROVISIONS OF JOINT AGREEMENT EFFECTIVE SEPTEMBER 1, 1936, AS APPLIED TO MEN ENGAGED IN MAIN LINE ROAD WORK, GOGEBIC RANGE, ASHLAND DIVISION.

It is hereby agreed that effective April 1, 1942, the provisions of that part of the so-called Gogebic Range Agreement, effective September 1, 1936, applicable to Main Line Road Work, is supplemented to provide:

"Engineers, firemen, conductors, and trainmen assigned to 'Main Line Road Work' (commonly known as the Ashland pool), will with the exception of Antigo time freight and local way-freight runs, operate all trains handling freight traffic between Ashland and Siemens.

"Engineers, firemen, conductors, and trainmen engaged in 'Main Line Road Work' (Ashland pool) will be compensated at the way-freight rate and will, when required, operate east of Hurley via Rhinelander on continuous time basis. Time of engineers, firemen, conductors, and trainmen engaged in this service will, when required to operate east of Siemens, on Watersmeet line, be divided at that point. When service to be performed is east of Hurley via Rhinelander or Siemens call will so specify.

"Antigo-Ashland time freight train, now designated as #281, will not fill out on cars loaded with iron ore at Ironwood, Hurley or Orva.

"Ashland-Antigo time freight train now designated as #282 will not be required to handle empty ore cars."

The provisions of the above agreement will be effective each year from April 1 to December 1.

FOR THE EMPLOYES:

/s/ J. M. Molitor
Local Chrmn., B of LE
/s/ D. A. McPhail
Local Chrmn., BLF&E
/s/ W. H. Russell
Local Chrmn., ORC
/s/ F. J. Kane
Local Chrmn., B of RT
/s/ R. Reedy
Local Chrmn., B of RT

APPROVED:

/s/ J. McGuire
Gen. Chrmn., B of LE
/s/ R. C. Willott
Gen. Chrmn., B of LF&E
/s/ E. Jordan
Gen. Chrmn., ORC
/s/ O. G. Jones
Gen. Chrmn., B of RT

FOR THE
RAILWAY COMPANY:

/s/ D. B. McIntyre
Division Superintendent

APPROVED:

/s/ G. F. Stephens
Director of Personnel

Chicago, Illinois

March 23, 1942

* * * * *

SUPPLEMENTAL AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY (HEREINAFTER CALLED NORTH WESTERN), MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY (HEREINAFTER CALLED SOO LINE), AND THE ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN, BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF RAILROAD TRAINMEN AND BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINE-MEN GOVERNING THE INTERPRETATION AND APPLICATION OF THE AGREEMENT EFFECTIVE SEPTEMBER 1, 1936, WHICH PROVIDED FOR A DIVISION OF WORK PERFORMED HANDLING IRON ORE AND OTHER SERVICE INCIDENTAL THERETO ON THE GOGEBIC RANGE.

From 1948 up to and including the present year there has been a substantial movement of all-rail ore from the Gogebic Range over the lines of each of the two railroads. From 1950 up to and including the present year

there has also been a substantial movement of ore from the Gogebic Range to the North Western dock at Escanaba. The parties are in agreement that it was contemplated by the carriers when the ore pooling agreement was consummated and by the parties hereto when entering into the agreement effective September 1, 1936, that the normal movement of ore would be through the dock at Ashland, although in any year some movement of ore to other points was to be anticipated.

The purpose of the agreement effective September 1, 1936, is to be continued in full force and effect, and the agreement to be so applied as to provide for a division of ore handled to Ashland on a basis which will result in each railroad handling ore from the Range to all points in an amount sufficient to equal 69% (North Western) and 31% (Soo Line), respectively, such total to be subject to a maximum 3% free ore allowance, all as agreed to between the North Western and Soo Line under a supplement to the pooling agreement as approved by the Interstate Commerce Commission.

The parties also desire that during the period 1957 through 1961 adjustment be made in the ore handled through the Ashland dock to permit the recovery of 85% of the ore that would have been handled had the ore referred to in the first paragraph hereof been handled through the dock at Ashland rather than as it was handled.

In order to accomplish the above and as an agreed-to interpretation and application of the agreement effective September 1, 1936, it is agreed as follows:

1. The respective General Chairmen have heretofore been furnished a statement showing the retroactive adjustment necessary on 85% of the ore referred to in paragraph 1 hereof. This will result in an annual adjustment in favor of the Soo Line of 309,753 tons in each of the next five (5) years.
2. Beginning with the year 1957 a careful estimate of anticipated tonnage will be made each year for purpose of division of tonnage and labor during the following year. Up to 3% of the ore in any year may be moved to points other than Ashland as "free ore", and will not be treated as pooled ore. In the event in excess of 3% moves to points other than Ashland, the respective carriers are entitled to

that percentage of the 3% as free ore that their movement of non-Ashland ore bore to the total non-Ashland movement. To the extent that ore is available for such movement, the parties will each move to Ashland ore sufficient, when added to their non-Ashland non-free ore to equal 69% and 31% respectively, of the non-free ore movement, subject to the adjustment in favor of the Soo Line as set forth in Section 1 hereof and subject to the further provision that the Soo Line will not be permitted to handle to Ashland in any year in excess of 50% of the ore moving to that point.

3. In the event the 50% specified in Section 2 hereof results in the Soo Line being unable to handle its portion of ore in any year, or years, the excess shall be treated as further equalization and handled in the following year, or years.
4. Overages of either party due to variations in any year between estimated tonnage and actual tonnage, and overages in any year of either party account inability to keep tonnage or work in absolute balance, will be adjusted in the following year on basis of percentage of Ashland ore in the previous year.
5. Beginning with the year 1957, a careful estimate of time necessary for handling pooled ore on the Range will be made each year for the purpose of division of Range work. Based on such estimate Range work shall be divided on a percentage basis each year, which will permit the Soo Line crews to handle the ore referred to in Section 1 hereof, plus their pooled percentage of the remainder of such work.
6. It is neither the intent nor purpose of this agreement to change the underlying premise of the agreement effective September 1, 1936. The sole purpose of the agreement is to provide for application of the agreement to ore handled from the range (exclusive of a maximum of 3% to be handled as free ore) in such manner as to provide for such aggregate tonnage being divided 69% North Western and 31% Soo Line, regardless of the point to which moved, and to make retroactive adjustment for past non-Ashland ore movement.

This agreement shall be effective as of the opening of the ore season for the year 1957.

FOR THE ORDER OF
RAILWAY CONDUCTORS
AND BRAKEMEN:

/s/ J. W. Filgour
General Chairman—
C&NW

/s/ Louis J. Wagner
General Chairman—
Soo Line

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:

/s/ Lee B. Russell
General Chairman—
C&NW

/s/ Tagnor Olson
General Chairman—
Soo Line

FOR THE BROTHERHOOD
OF RAILROAD TRAINMEN:

/s/ H. J. Craine
General Chairman—
C&NW

/s/ C. G. Busen
General Chairman—
Soo Line

FOR THE BROTHERHOOD
OF LOCOMOTIVE FIREMEN
AND ENGINEMEN:

/s/ L. N. Roush
General Chairman—
C&NW

/s/ Neil W. Koehler
General Chairman—
Soo Line

FOR THE CHICAGO
AND NORTH WESTERN
RAILWAY COMPANY:

/s/ T. M. Van Patten
Director of Personnel

FOR THE MINNEAPOLIS,
ST. PAUL AND SAULT
STE. MARIE RAILROAD
COMPANY:

/s/ W. G. Anderson
Manager Personnel and
Safety

Chicago, Illinois
February 7, 1958

MEMORANDUM OF AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY—CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN, PROVIDING FOR A DIVISION OF WORK PERFORMED HANDLING IRON ORE AND OTHER SERVICE INCIDENTAL THERETO ON THE MENOMINEE RANGE, ALSO PRO RATING THE HANDLING OF NON-POOLED TRAFFIC WEST OF IRON MOUNTAIN AND CHANNING.

The Chicago and North Western Railway Company will hereinafter be referred to as "Northwestern" and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company as "Milwaukee".

(1) RANGE LIMITS DEFINED

The Menominee Iron Range as herein described comprises the territory along the Northwestern from Loretto and Vulcan on the east to Crystal Falls, Iron River, and Amasa on the west, and along the Milwaukee from Amasa on the north to Iron Mountain on the south and to Iron River on the west, and embraces all the Northwestern-Milwaukee trackage within the confines thereof. Any traffic occasioned by the expansion of the above described territory will be subject to negotiation.

**(2) NORTHWESTERN - MILWAUKEE
EMPLOYES PERFORM ALL SERVICE**

Northwestern and Milwaukee engine, train, and yard service employes will be engaged to render all engine, train, and yard service in handling the iron ore and other service incidental thereto, within these range limits.

(3) SERVICE CLASSIFIED

Service will be divided into four classes, namely:

Main line road work,
Range main line work,
Range switching,
Switching—docks at Escanaba.

(4) CREW CONSIST

In the service described in item (3), crew shall consist of not less than engineer, fireman, conductor, and two brakemen in main line road work and range main line work. In range switching and switching at Escanaba, crew shall consist of not less than engineer, fireman, foreman and two helpers.

(5) MAIN LINE ROAD WORK

Main line road work will consist of handling trains in iron ore service between the following points:

Escanaba and Iron River-Stambaugh, or vice versa.
Escanaba and Crystal Falls, or vice versa.
Escanaba to an intermediate point and return to Escanaba.

including setting out cars from their train, or picking up cars to go forward in their train at intermediate points. The road work will be pro rated on a train mile basis. Northwestern employes will be allocated 66% and Milwaukee employes 34%. Crews in this service will receive through-freight rate, unless otherwise provided.

(6) RANGE MAIN LINE WORK

Range main line work will consist of handling empty and loaded ore cars and other cars incidental to ore service between assembling yards on the range and Iron Mountain—Antoine. The time of employes engaged in this service will be pro rated on an engine hour basis, 66% to Northwestern employes, and 34% to Milwaukee employes. This service will be operated by road men, who will be compensated at the local or way-freight rate.

NOTE: Road employes operating in main line road service in either direction between Escanaba and Iron

River—Stambaugh, or Crystal Falls, via Iron Mountain
—Antoine will be excluded from this classification.

(7) RANGE SWITCHING

Range switching will consist of the switching on the range incidental to the ore service, inclusive of handling cars from the point of set-out by road crews to the mines, spotting at the mines, and handling cars from point loaded to point of pick-up by road crews. The time of employes engaged in this service will be pro rated on an engine hour basis, 80% of which will be allocated to the Northwestern, and 20% to the Milwaukee.

NOTE: Pro rating of assignments and preferences thereto will be subject to negotiations by the representatives of the organizations having jurisdiction.

NOTE: Milwaukee employes, except firemen, will work out their percentage of range switching in the Crystal Falls—Amasa and Iron River Districts. Milwaukee Firemen will work out their percentage of range switching on the respective districts on the range.

(8) COMBINATION OF RANGE AND COMMERCIAL SWITCHING

Engineers and firemen who perform a combination of range and commercial switching will be compensated at the local or way-freight rate of pay. This will not permit Northwestern crews to perform Milwaukee commercial switching, or vice versa, where yard crews performing commercial work are employed.

(9) SWITCHING DOCKS—ESCANABA

Allocation of this work will become part of this agreement when disposed of by future negotiation.

(10) ADJUSTING UNBALANCED DISTRIBUTION OF WORK

Any unbalanced distribution of work will be adjusted when there is an accumulation of thirty-two hours in service divided on an engine hour basis, or a balance of

four hundred miles in service divided on a train mile basis.

(11) TERMINALS

Escanaba will be the home terminal for all crews performing road work. Escanaba, Iron River-Stambaugh, and Crystal Falls will be designated as terminals. Crews performing range main line work may be tied up at Iron Mountain-Antoine without respect to crews operating through that point who are performing main line road work. Crews performing range main line work may turn out of Iron River-Stambaugh, or Crystal Falls without respect to crews tied up at these points who are performing main line road work. Crews performing range main line road work will be compensated on a continuous time basis without respect to the terminals designated herein. Crews performing main line road work will be compensated on a continuous time basis between terminals above designated, except that they may be tied up at an intermediate point account of Hours of Service Law. Crews operating in service described in Items (5) and (6) will run on first-in, first-out basis as applied to initial terminal, and will be advised of objective terminal when called.

(12) ALLOCATION OF WORK

The allocation of work handling mixed trains consisting of pooled and non-pooled traffic will be distributed as follows: Pooled traffic on a car unit basis; non-pooled traffic credited to railroad upon which cars are billed.

(13) NON-POOLED TRAFFIC

Northwestern employes will be credited for all non-pooled Northwestern traffic diverted to the Milwaukee which originates in the Iron Mountain, Amasa, Crystal Falls Districts, Milwaukee employes will be credited for all non-pooled traffic diverted to the Northwestern formerly handled by them between Iron Mountain and Channing, also all non-pooled Milwaukee traffic formerly

delivered by Escanaba and Lake Superior at Channing for points on Iron River branch.

(14) RECORDS-FURNISHED
REPRESENTATIVES

The officers in charge will keep a record of the train miles, engine hours, and other data necessary to pro rate the work in accordance with the terms of this agreement. They will furnish to each representative of the organizations, parties to this agreement, copy of this record each week.

(15) SENIORITY

Northwestern employes will exercise their seniority in respect to work set out herein concurrently with the seniority they hold on the Northwestern, subject to provisions of their respective schedules and agreements. Milwaukee employes will exercise their seniority in respect to the work set out herein concurrently with the seniority they hold on the Milwaukee, subject to provisions of their respective schedules and agreements.

(16) GENERAL

(1) Conductors and trainmen required to deadhead will be allowed full time or mileage at rate applicable to service deadheaded for in both directions.

(2) Rule 1(a), Milwaukee E&F Schedules, beginning and ending of day, will apply to engineers and firemen.

(3) Milwaukee train and engine men desiring to lay off will notify Channing and men will be furnished from working list maintained at that point to fill vacancies. (This will not prejudice the establishing of an extra board at Escanaba for Milwaukee conductors by agreement.)

(4) Except as specifically provided, men working in any of the services classified in item (3) of this agreement will be compensated at rates and under rules as contained in schedules in effect on the Northwestern applicable to their class.

(17) AGREEMENT—DURATION OF

It is agreed that the foregoing constitutes a special agreement between the parties signatory hereto, effective March 16, 1937, dealing with particular classes of service within defined limits, and does not in any manner affect or modify schedule rules or agreements, except as specifically provided herein.

No portion of this agreement will be abrogated prior to January 1, 1938, and not then until thirty days' notice in writing shall be served by the party desiring the change on all parties signatory hereto.

(Signed) M. E. Pangle,
Assistant to President, C&NW Ry.

(Signed) J. McGuire,
General Chairman, BLE, C&NW Ry.

(Signed) Fred C. Saft,
General Chairman, BLF&E, C&NW
Ry.

(Signed) E. Jordan,
General Chairman, ORC, C&NW Ry.

(Signed) F. J. Kane,
General Chairman, BRT, C&NW Ry.

(Signed) C. M. Dukes,
Asst. to Chf. Opr. Ofcr., CMStP&P.

(Signed) Perry L. Gray,
General Chairman, BLE, CMStP&P
RR.

(Signed) H. J. Toward,
General Chairman, BLF&E, CMStP
&P.

(Signed) R. O. Hughes,
General Chairman, ORC, CMStP&P
RR.

(Signed) G. P. Tonner,
General Chairman, BRT, CMStP&P
RR.

Chicago, Illinois,
April 22, 1937.

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN HAVING FOR ITS PURPOSE THE ESTABLISHMENT OF A UNION SHOP.

This agreement made this 21st day of September, 1953, by and between the Chicago and North Western Railway Company, hereinafter referred to as the "company" and its car retarder operators, trainmen, yardmen and switchtenders represented by the Brotherhood of Railroad Trainmen, hereinafter referred to as the "Brotherhood": Witnesseth:

1. Subject to the terms and conditions hereinafter set forth, all employes of the company of the classes represented by the Brotherhood and embraced in agreement between the parties signatory hereto, identified as agreement between the Chicago and North Western Railway Company and the Brotherhood of Railroad Trainmen, effective July 1, 1944, shall as a condition of their continued employment become and remain members of the Brotherhood.

2. Such employes shall acquire membership in the Brotherhood within 60 calendar days of the date they first perform compensated service in the classes described in section 1 hereof under the provisions of the agreement referred to therein, or within 60 calendar days after the effective date of this agreement, whichever is later, and shall retain membership during time they are employed in any of the classes described in section 1 hereof under the provisions of said agreement referred to therein, or during the time that this agreement remains in effect, except as otherwise provided herein.

3. The requirements for membership in the Brotherhood specified herein shall be fully satisfied by present or future employes in the classes described in section 1 hereof, who maintain membership or shall acquire membership in any one of the labor organizations national in scope, organized in accordance with the Railway Labor Act and admitting to membership employes in the classes described in section 1 hereof other than the Brotherhood referred to herein, except that an employe of the company in any of the services referred to in sec-

tion 1 hereof, who on the effective date of this agreement is not a member of any one of the labor organizations national in scope, organized in accordance with the Railway Labor Act and admitting to membership employes in the classes described in section 1 hereof, will as a condition of continuing employment be required to become a member of the Brotherhood referred to herein representing the craft or class in which he is employed on the effective date of this agreement, provided, however that nothing herein shall prevent any employe from changing membership from one organization to another organization national in scope, admitting to membership employes in the classes described in section 1 hereof.

4. Nothing contained in this agreement shall require an employe to become or remain a member of the Brotherhood if such membership is not available to such employe upon the terms and conditions as are generally applicable to any member of the Brotherhood, or if membership of such employe in the Brotherhood is denied or terminated for any reason other than failure of the employe to tender periodic dues, initiation fees and assessments (not including fines, insurance premiums and penalties) uniformly required as a condition of acquiring or retaining such membership. The dues, initiation fees and assessments referred to herein shall mean indebtedness accruing for these items following the effective date of this agreement.

5. Employes who have acquired and who retain, or who hereafter acquire and retain seniority rights in the classes described in section 1 hereof under the provisions of the said agreement who are assigned to official or subordinate official positions, or who are transferred to classes other than those described in section 1 hereof, or who are on a properly approved leave of absence of thirty days or more duration; or who are absent from duty for thirty days or more as result of sickness or injury; or who are suspended from service for thirty days or more; or who are retired under the provisions of the Railroad Retirement Act at an age earlier than age sixty-five on account of disability and who retain seniority until they reach the age of sixty-five, shall not be subject to the provisions of this agreement, provided, however, that when such an employe returns to service in the said classes under the provisions of the said agree-

ment the provisions of this agreement must be fully complied with on or before the first day of the first month following thirty calendar days after the date of their return to service in the said classes under the provisions of the said agreement. An employe suspended from service who does not retain seniority under the provisions of the said agreement will, if he returns to service in the classes described in section 1 hereof, be considered a new employe in the application of this agreement.

6. The Brotherhood will keep account of employes in the classes described in section 1 hereof and will independently ascertain the status of such employes under the membership requirements of this agreement. The employing officer shall furnish to the accredited Local Chairman of the Brotherhood within ten calendar days from date of employment, the names and addresses of persons who are employed in the classes described in **section 1** hereof, after the effective date of this agreement, on seniority districts under his jurisdiction.

7. (a) The Brotherhood through its Local Chairman will notify the Division Superintendent of the carrier in writing on the applicable form attached hereto, and by this reference made a part hereof, the identity of any employe whose employment in the classes described in section 1 hereof under the provisions of the said agreement, it requests be terminated by reason of failure to comply with the terms of this agreement and such notice will specifically charge such employe with the particular failure for which such termination is requested. The Local Chairman shall forward copy of such notice and request promptly to the General Chairman, who in turn shall forward copy of such notice to the officer of the carrier in charge of Personnel. Before serving such notice and request, it will first be determined by the Brotherhood that such employe is not a member of any other organization as provided for in section 3 hereof. Upon receipt of such notice and request the Division Superintendent will as promptly as possible, but within ten calendar days after receipt of such notice, notify the employe concerned in writing that he is charged with failure to comply with the terms of this agreement and copy of such notice shall be given to the Local Chairman who served such notice and request. The employe con-

cerned when so notified may within ten calendar days after the date of such notice, request the Division Superintendent in writing to accord him a hearing.

(b) In the event the employe concerned fails to request a hearing as provided for herein, unless the Division Superintendent and the Local Chairman, or their accredited representatives, otherwise agree in writing prior to or within the period of ten calendar days provided for herein for request for hearing, his employment in the classes described in section 1 hereof shall be terminated within ten calendar days after the date the employe is so notified in writing, which notice shall be given as promptly as possible after expiration of the period of ten calendar days provided for herein for requesting a hearing.

(c) In the event the employe concerned requests a hearing as provided for herein, such request shall be honored by the Division Superintendent and date set for hearing as soon as possible, but within ten calendar days after date of receipt of request therefor. Copy of notice of such hearing shall be given to the Local Chairman of the Brotherhood who served the notice and request on the Division Superintendent. At such hearing the employe concerned may be represented by an accredited representative of the Brotherhood, or by an employe of his choice. The Division Superintendent may delegate an officer of his staff to conduct hearings provided for herein. The Local Chairman of the Brotherhood, or his accredited representative shall be present at and participate in such hearing and present the case for the Brotherhood. A stenographic record of the hearing shall be made and a copy of the transcript of the record at such hearing shall be furnished to the Local Chairman, or his accredited representative. If the employe's service is terminated as hereinafter provided for as the result of such hearing, a copy of the transcript of the record will be furnished him if requested in writing. Receipt by the Division Superintendent of a request for a hearing shall operate to stay action on the request of the Brotherhood for termination of employment until the hearing is held and decision is rendered by the Division Superintendent. The Division Superintendent shall determine on the basis of evidence produced at the hearing whether or not the employe has complied with the terms of this agree-

ment and shall render a decision accordingly. If it is decided that the employe has not complied with the terms of this agreement, unless the Division Superintendent and the Local Chairman, or their accredited representatives, agree otherwise in writing within 10 calendar days after date of the hearing, his employment in the classes described in section 1 hereof shall be terminated within 10 calendar days after the date the employe is so notified in writing, which notice shall be given as promptly as possible after the expiration of 10 calendar days after date of the hearing. The Local Chairman of the Brotherhood, or his duly accredited representative, shall be promptly advised of such decision.

(d) If the decision of the Division Superintendent is not satisfactory to the employe or to the Brotherhood it may be appealed in writing directly to the highest officer of the carrier designated to handle appeals. Such appeal shall be taken and the Division Superintendent shall be so notified within 15 calendar days after the date of his decision. Decision on such appeal shall be rendered within 20 calendar days after receipt of appeal by the said officer. If the appeal of an employe from the decision of the Division Superintendent is sustained, the General Chairman of the Brotherhood shall be so notified as of the date such decision is rendered.

(e) The decision of the highest officer of the carrier designated to handle appeals shall be final and binding unless within 30 calendar days after the date of such decision, the said officer is notified in writing by the employe, or by the General Chairman of the Brotherhood that his decision is unsatisfactory and, in such event, the dispute may within one year after date of such decision be submitted to a tribunal having jurisdiction pursuant to law or agreement, of claims or grievances arising between the parties to this agreement. No case will be considered unless presented and appealed in accordance with the time limits herein prescribed; provided, however, that such time limits may be extended in a particular case by agreement between the officer in charge of personnel for the carrier and the General Chairman for the Brotherhood.

(f) Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to so notify or to terminate the employment of any

employe until such time as the services of a qualified replacement are available; provided, however, that in cases in which termination of employment as provided for herein will not require the carrier to incur greater expense than would have been incurred had such employment not been so terminated, or in which such termination of employment will not restrict or interfere with the operations of the carrier and employes whose employment is subject to termination under the provisions of this agreement will not be retained in service under the provisions of this section for a period of more than 60 days in addition to the time otherwise allowed under the provisions of this agreement.

(g) Rules of said agreements between the carrier and the Brotherhood pertaining to unjust treatment, grievances, discipline, investigations, attending investigations, reinstatements, discharge and return to duty shall not be applicable to employes whose employment in the classes described in section 1 hereof is terminated under the provisions of this agreement, nor to any employe involved in the procedures prescribed in this agreement whether or not such employment is terminated as a result thereof.

(h) When employment in the classes described in section 1 hereof is terminated in accordance with the provisions of this agreement, any and all seniority acquired under the provisions of the said agreement between the carrier and the Brotherhood shall be hereby terminated.

8. The service of an employe whom the carrier is required to retain in its service by state or federal statute shall not be terminated in the classes described in section 1 hereof by reason of any of the provisions of this agreement.

9. Neither this agreement, nor any provision contained herein, shall be used directly or indirectly as a basis for any grievance or claim for money predicated upon an alleged violation, misapplication or noncompliance with any part of this agreement by the Brotherhood or by or on behalf of any employe represented by the Brotherhood.

10. In the event that seniority and employment under the Rules and Working Conditions Agreement is termi-

nated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful or unenforceable termination of seniority and employment; Provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employe; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employes whose seniority and employment are terminated by the carrier under the provisions of this agreement.

11. This agreement is in full and final settlement of the dispute growing out of notice served on behalf of employes represented by the Brotherhood, party hereto, on or about March 24, 1953, in accordance with Section 6 of the Railway Labor Act, as amended, of intended changes in existing agreement to the extent set forth therein.

12. This agreement shall become effective the 1st day of November 1953 and shall remain in full force and effect until changed or terminated under the provisions of the Railway Labor Act, as amended.

FOR THE BROTHER-
HOOD OF RAILROAD
TRAINMEN:

/s/ J. H. Whaley
General Chairman
/s/ C. G. Winans
Acting Secretary,
General Committee

FOR THE CHICAGO
AND NORTH WEST-
ERN RAILWAY COM-
PANY:

/s/ G. F. Stephens
Vice President in Charge
of Personnel

Chicago, Illinois,
September 21, 1953.

Request for Termination of Employment
Account Expelled from Brotherhood of
Railroad Trainmen for Non-Payment of
Dues.

.....
Location

.....
Date

Mr.

The Brotherhood of Railroad Trainmen hereby notifies the Chicago and North Western Railway Company that who is employed as at, has failed to become or remain a member of the Brotherhood or to become or remain a member of any one of the other organizations described in and in accordance with the provisions of the agreement relative to union membership effective, 1953, and requests that employment of the said in the classes described in section 1 of the said agreement be terminated in accordance with the provisions thereof and that the name of the said be removed from the seniority roster.

The said Brotherhood further represents and warrants that membership in the Brotherhood has been during the periods of time specified in the said agreement, available to the said upon the same terms and conditions as are generally applicable to any other member of the Brotherhood, and that the status of the said with respect to membership in any of the other organizations described in section 3 of said agreement, has been investigated by the Brotherhood and that the said has failed to produce substantial proof of such membership.

This notice and request is served under the provisions of the said agreement effective 1953, and is subject to the stipulations contained therein.

Yours truly,

MEMORANDUM AGREEMENT BETWEEN THE
CHICAGO AND NORTH WESTERN RAILWAY
COMPANY AND THE BROTHERHOOD OF
RAILROAD TRAINMEN.

It is hereby agreed by and between the parties hereto as follows:

Section 1. Subject to the terms of this agreement the Chicago and North Western Railway Company (hereinafter called the "carrier") will withhold and deduct from wages due such employes in train and yard service who are members of the Brotherhood of Railroad Trainmen (hereinafter called the "Brotherhood") monthly membership dues, initiation fees, assessments and insurance premiums and pay to the designated Local Lodge Treasurers of the BRT the amounts so deducted and withheld, less the amounts provided for in Section 7 of this agreement, provided that the individual employe has furnished the carrier's Auditor of Disbursements with the necessary written wage assignment authorization to withhold the amount prescribed therein.

Section 2. The wage assignment authorization shall be in the form prescribed by the carrier, attached hereto and identified as "Attachment A," which by this reference is made a part hereof and shows all information required thereon. Such wage assignment authorization shall be revocable in writing, on the prescribed form attached hereto and identified as "Attachment B" and made a part hereof, at any time by the employe but such revocation will only be effective if received by the carrier's Auditor of Disbursements prior to the 20th of the preceding month. All wage assignment authorizations shall automatically be revoked upon the termination of this agreement, or upon the termination of the employment of the maker thereof.

Section 3. (a) Both the wage assignment authorization and the revocation of wage assignment authorization forms shall be provided at the expense of the Brotherhood of Railroad Trainmen and shall be subject to approval by the carrier.

(b) The Brotherhood shall assume full responsibility for the procurement and execution of the wage assignment authorizations and for providing wage assignment revocation forms to employes who have furnished wage

assignment authorizations, and shall deliver all such assignment authorizations and assignment revocations to the carrier's Auditor of Disbursements at Chicago, Illinois. Nothing contained herein shall be construed as preventing the carrier's Auditor of Disbursements from furnishing individual employes wage assignment authorization revocation forms on request, and honoring such forms, in which event the Auditor of Disbursements will notify the treasurer of the lodge involved.

(c) The Treasurer of each local lodge, when forwarding wage assignment authorization or authorizations to the carrier's Auditor of Disbursements will forward with such authorization or authorizations a list showing the amount of the deduction for each employe for whom an authorization is furnished.

Section 4. Payroll deductions, as authorized, will be made by the carrier in the second payroll period of each month from the wages of each employe for whom prior to the 20th of the preceding month it has been furnished wage assignment authorization and which authorization has not been revoked. The carrier will remit monthly to the Treasurer of each local BRT Lodge for which wage assignment authorizations have been furnished the total amount of the deductions for employes belonging to such lodge for the preceding month, as above provided, less the amount to be retained by the carrier as provided in Section 7 hereof. Additionally, the carrier will furnish the Treasurer of each local lodge an IBM tape listing all employes for whom wage assignment authorizations have been received, together with the amount which was deducted from the wages of each.

Section 5. The Treasurer of each Lodge shall furnish the carrier's Auditor of Disbursements prior to the 20th of each month a list of the employes for whom the amount of the wage authorization assignment deduction on file is to be changed in the following month. Such lists shall show for each individual employe the amount of the deduction for the following month, and shall be continued as the monthly deduction for such employe until subsequently changed in the manner provided in this paragraph.

Section 6. Payroll deductions will be made by the carrier only once each month and then only in the sec-

ond complete payroll period in the month. If the earnings of an employe are insufficient in the second payroll period to remit the full amount of deduction for such employe, no deduction shall be made, and the same will not be accumulated and deducted in subsequent months. The following payroll deductions shall have priority over deductions for dues, as covered by this agreement:

- (a) Federal, state and municipal taxes.
- (b) Insurance premiums, collected on a group basis, which have been contracted for prior to receipt of the wage deduction card.
- (c) Amounts withheld as the result of attachment or garnishment of wages.
- (d) Amounts due the carrier for supplies, rents and utilities furnished by the carrier, and other amounts due the carrier, including but not limited to payment for uniforms, meal checks, watch repairs, etc.
- (e) No deductions will be made from other than the regular payrolls.

Section 7. In consideration of the services herein described, the Brotherhood agrees that the carrier shall retain from the sum of all deductions made in each month, six (6) cents per employe from whom deduction is made in such month, and remit to the Treasurer of each local Lodge the balance due that Lodge.

Section 8. The Disbursements Officer of the carrier shall be furnished a list showing the names and addresses of the Treasurers of the local lodges to whom deductions made pursuant to this agreement are to be forwarded. The Brotherhood will also advise the Disbursements Officer of any changes in names and addresses of the local lodge Treasurers.

Section 9. Responsibility of the carrier under this agreement shall be limited to remitting the amounts actually deducted from wages of employes pursuant to this agreement, subject to Section 7, and the carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employe involved and the Brotherhood.

Section 10. The Brotherhood shall indemnify, defend and save harmless the carrier from any and all claims, demands, liability, losses or damage resulting from the execution of or compliance with the provisions of this agreement.

Section 11. This agreement is applicable only on that part of the Chicago and North Western Railway not including the former CStPM&O and former L&M.

This agreement shall be effective as of July 1, 1958 and shall remain in full force and effect until changed as provided by the Railway Labor Act, as amended.

FOR THE BROTHER-
HOOD OF RAILROAD
TRAINMEN:

/s/ H. J. Craine
General Chairman
/s/ Wm. E. Derrah
General Secretary

APPROVED BY:
/s/ S. Vander Hei
Vice President

Chicago, Illinois,
May 5, 1958.

FOR THE CHICAGO
AND NORTH WEST-
ERN RAILWAY COM-
PANY:

/s/ T. M. Van Patten
Director of Personnel

* * * * *

CHICAGO AND NORTH WESTERN
RAILWAY COMPANY

July 22, 1958
File 69-1-50-2

Mr. H. J. Craine
28 East Jackson Boulevard
Chicago 4, Illinois

Dear Sir:

Please be referred to our recent conversation regarding memorandum agreement dated at Chicago, Illinois, May 5, 1958, covering the payroll deduction of union dues, etc.

In accordance with understanding reached we will during the month of July 1958 only, make payroll deductions in the second payroll period of July from the wages of each employe for whom prior to the 20th of that month the Auditor of Disbursements of the carrier has been furnished wage assignment authorization indicating the deductions are to start in the second period of July and which authorization has not been revoked.

In the application of the above referred to memorandum agreement dated May 5, 1958 subsequent to the deduction in the second period of July 1958 Sections 4 and 5 thereof are revised and will be applied as follows:

"Section 4. Payroll deductions, as authorized, will be made by the carrier in the second payroll period of each month from the wages of each employe for whom prior to the 16th of that month it has been furnished wage assignment authorization and which authorization has not been revoked. The carrier will remit monthly to the Treasurer of each local BRT Lodge for which wage assignment authorizations have been furnished the total amount of the deductions for employes belonging to such lodge for the preceding month, as above provided, less the amount to be retained by the carrier as provided in Section 7 hereof. Additionally, the carrier will furnish the Treasurer of each local lodge an IBM tape listing all employes for whom wage assignment authorizations have been received, together with the amount which was deducted from the wages of each.

Section 5. The Treasurer of each Lodge shall furnish the carrier's Auditor of Disbursements prior to the 16th of each month a list of the employes for whom the amount of the wage authorization assignment deduction on file is to be changed in that month. Such lists shall show for each individual employe the amount of the deduction for that month, and shall be continued as the monthly deduction for such employe until subsequently changed in the manner provided in this paragraph."

Will you please advise your concurrence by signing one copy of this letter in the space provided below and return to me for my files?

Yours truly,

/s/ T. M. Van Patten

I CONCUR:

/s/ H. J. Craine

General Chairman—BRT

cc: Mr. S. Vander Hei

Attachment "A"

Form DD—2A B. R. T.

DUES DEDUCTION AUTHORIZATION

Auditor Disbursements
Chicago and North Western Railway Company
4809 North Ravenswood Avenue
Chicago 40, Illinois

I hereby assign to the Brotherhood of Railroad Trainmen the amount of my wages necessary to pay my insurance premiums, initiation fees and assessments (excluding fines and penalties) and periodic dues uniformly required as a condition of acquiring or retaining membership in said Brotherhood.

I hereby authorize and direct my employer, Chicago and North Western Railway Company, to deduct from my wages the amount of my insurance premiums, initiation fees and assessments (exclusive of fines and penalties) and membership or periodic dues uniformly required as a condition of my acquiring and retaining membership in said Brotherhood beginning with wages earned in the second period payroll for the month of

assigning to my local lodge of the Brotherhood of Railroad Trainmen the amount of my wages necessary to pay my insurance premiums, monthly dues, initiation fees and assessments (excluding fines and penalties) now being withheld in accordance with dues deduction agreement dated May 5, 1958 between the Brotherhood of Railroad Trainmen and the Chicago and North Western Railway Company and I do hereby cancel the authorization now in effect authorizing the Chicago and North Western Railway Company to deduct such insurance premiums, monthly union dues, initiation fees and assessments (excluding fines and penalties) from my wages.

.....
Date Signature

Name.....Social Security No.....
Last First Middle Employee No.

.....
Street City State

Lodge Number.....Card Number

Seniority District No.....Title of Pos.

Payroll NumberWork Location
Area Location

* * * * *

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN PROVIDING FOR THE RETIREMENT OF CLASSES OF EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN ON THE LAST DAY OF THE MONTH IN WHICH THEY ATTAIN THE AGE OF 70 YEARS.

It is hereby mutually agreed between the Chicago and North Western Railway Company and the Brotherhood of Railroad Trainmen that all employes coming within the scope of agreement between the railway company and the Brotherhood of Railroad Trainmen shall be required to retire from railway service on the last day of the calendar month in which they reach their 70th birthday.

It is further mutually agreed that for those employes coming within the scope of agreement between the railway company and the Brotherhood of Railroad Trainmen who have as of February 29, 1952 reached or passed their 70th birthday shall be required to retire from service of the railway company March 31, 1952.

This agreement becomes effective February 29, 1952 and shall not be amended, revised or annulled except upon thirty days' written notice by either party to the other party or in accordance with provisions of the Railway Labor Act, Amended.

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN:

/s/ J. H. Whaley
General Chairman
/s/ H. J. Craine
General Secretary

FOR THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY:

/s/ G. F. Stephens
Vice President in Charge
of Personnel

Chicago, Illinois
February 29, 1952
(Circular—S-2-555)

* * * * *

VACATION AGREEMENT

This Vacation Agreement made this 29th day of April 1949, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof and represented by the Eastern, Western and Southeastern Carriers' Conference Committees, and the employes shown thereon and represented respectively by the BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN, and the SWITCHMEN'S UNION OF NORTH AMERICA: (Sections 1 and 2 amended effective January 1, 1954 by Article 3 of agreement with the Brotherhood of Railroad Trainmen, dated December 16, 1953, insofar as these two sections apply to employes represented by the Brotherhood of Railroad Trainmen.)

IT IS HEREBY AGREED:

Section 1

(a)—Effective July 1, 1949, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year, the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

(b)—Effective July 1, 1949, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having five or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days

in miles or hours paid for as provided in individual schedules and during the said five or more years of continuous service renders service of not less than eight hundred (800) basic days in miles or hours paid for as provided in individual schedules.

(c)—Effective January 1, 1954, each employe, subject to the scope of schedule agreements held by the Brotherhood of Railroad Trainmen, having fifteen or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said fifteen or more years of continuous service renders service of not less than twenty-four hundred (2400) basic days in miles or hours paid for as provided in individual schedules.

(d)—In dining car service, for service performed on and after July 1, 1949—each seven and one-half (7½) hours paid for shall be considered the equivalent of one basic day in the application of Sections 1(a), 1(b) and 1(c).

(e)—Calendar days on which an employe assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employe is absent from and unable to perform service because of injury received on duty will be included.

(f)—Where an employe is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employe is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration

shall be included in computing eight hundred (800) basic days under Section 1(b) and twenty-four hundred (2400) basic days under Section 1(c).

(g)—Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employe on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employe's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(h)—Beginning on the date Agreement "A" between the parties, dated May 25, 1951, became or becomes effective on any carrier, the following shall apply in so far as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Railroad Trainmen, are concerned:

- (1) In the application of Sections 1(a), 1(b) and 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable yard and road rights shall be computed as 1.2 days for purposes of determining qualifications for vacation.
- (2) Qualifying years accumulated, also qualifying requirements for years accumulated for extended vacations, prior to the calendar year in which Agreement "A" becomes effective, shall not be changed.
- (3) The 60 and 30 calendar days referred to in Section 1(e) shall not be subject to the 1.2 computation provided for in Sections 1(a), 1(b) and 1(c).

Section 2—Employes qualified under Section 1 hereof shall be paid for their vacation as follows:

(a)—An employe receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52 of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in

case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than six (6) minimum basic days' pay at the rate of the last service rendered.

(b)—An employe receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid $1/26$ of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than twelve (12) minimum basic days' pay at the rate of the last service rendered.

(c)—An employe receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid $3/52$ of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than eighteen (18) minimum basic day's pay at the rate of the last service rendered.

(d)—Beginning on the date Agreement "A" between the parties, dated May 25, 1951, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Railroad Trainmen, are concerned:

(1) Yard Service

An employee receiving one week's vacation, or pay in lieu thereof, under section 1(a) shall be paid $1/52$ of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g))

during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than five (5) minimum basic days' pay at the rate of the last service rendered.

(2) Combination of Yard and Road Service

An employee having interchangeable yard and road rights receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service, such pay shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

(3) Yard Service

An employee receiving two week's vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

(4) Combination of Yard and Road Service

An employee having interchangeable yard and road rights receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to

the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than twelve (12) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay shall be not less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

(5) Yard Service

An employee receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid $\frac{3}{52}$ of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

(6) Combination of Yard and Road Service

An employee having interchangeable yard and road rights receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid $\frac{3}{52}$ of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than eighteen (18) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay shall be not less than fifteen (15)

minimum basic days' pay at the rate of the last yard service rendered.

(7) With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

Section 3—Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4—Time off on account of vacation will not be considered as time off account employe's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5—The absence of any employe on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Section 6—Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employe in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employes will cooperate in arranging vacation periods, administering vacations and releasing employes when requirements of the service will permit. It is understood and agreed that vacationing employes will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employe will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 7(a)—Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employe at end of his vacation period, the number of vacation days at the

request of the employe may be reduced in one year and adjusted in the next year.

(b)—After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8—No vacation with pay, or payment in lieu thereof, will be due an employe whose employment relation with a carrier has terminated prior to the scheduled vacation period as provided in Section 6, except that employes retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

Section 9—The terms of this agreement shall not be construed to deprive any employe of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

Section 10—Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employe members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11—This vacation agreement shall be construed as a separate agreement by and on behalf of each

carrier party hereto, and its railroad employes represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, in so far as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employes of such carriers represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen and Switchmen's Union of North America.

An employe who has taken or is scheduled to commence his vacation during the year 1949 prior to July 1, 1949 shall not be entitled to the increased vacation nor to the vacation allowance provided for herein during the period July 1, 1949—December 31, 1949.

Section 12—This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 13—This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 14—The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employes, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

* * * * *

MEMORANDUM

Chicago, Illinois
December 16, 1953

Referring to the vacation agreement as amended by the agreement signed this date, between employes represented by the Brotherhood of Railroad Trainmen and the carriers' represented by the Eastern, Western and Southeastern Carriers' Conference Committees:

Effective January 1, 1954, it is understood that if an employe who performed the necessary qualifying service

in the year prior to the year of his death, dies before receiving such vacation or payment in lieu thereof, payment of the allowance for such vacation shall be made to his widow.

For example, if an employe performs 160 days of service in 1953 and dies in 1954 before receiving his 1954 vacation, payment in lieu thereof will be made to his widow. No vacation allowance will be due for 1955 even though such employe may have worked 160 days in 1954.

* * * * *

MEMORANDUM

Chicago, Illinois

April 29, 1949

Referring to agreement, signed this date, between employes represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employe in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with $1\frac{1}{4}$ basic days.
3. An employe in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with $1\frac{3}{4}$ basic days.
4. An employe in yard service working 12 hours will be credited with $1\frac{1}{2}$ basic days.
5. An employe in freight service, runaround and paid 50 miles for same, will be credited with $\frac{1}{2}$ basic day.

6. An employe in freight service, called and released and paid 50 miles for same, will be credited with $\frac{1}{2}$ basic day.

7. An employe in freight service, paid no overtime or other allowances, working as follows:

1st trip	150 miles
2nd trip	140 miles
3rd trip	120 miles
4th trip	150 miles
5th trip	140 miles

Total 700 miles

will be credited with seven basic days.

8. An employe in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.

9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.

10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with $1\frac{1}{8}$ basic days.

13. An employe in freight service, deadheading is paid 50 miles for same, will be credited with $\frac{1}{2}$ basic day.

14. An employe is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.

15. An employe is allowed one hour as arbitrary allowance, will be credited with $\frac{1}{8}$ basic day.

* * * * *

INTERPRETATION OF CONTINUOUS SERVICE
PROVISIONS OF SECTION 1 OF
VACATION AGREEMENT

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

Signed at Chicago, Illinois, this 18th day of January, 1956.

CARRIER MEMBERS	EMPLOYEE MEMBERS
SECTION 10 COMMIT-	SECTION 10 COMMIT-
TEE	TEE

* * * * *

ARTICLE 5—INITIAL TERMINAL DELAY—
FREIGHT SERVICE

(Agreement of May 25, 1951)

(a) Initial terminal delay shall be paid on a minute basis to Trainmen in freight service for all time in excess of seventy-five (75) minutes computed from the time of reporting for duty up to the time the train leaves the terminal at one-eighth ($\frac{1}{8}$ th) of the basic daily rate, in addition to the full mileage, with the under-

standing that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

NOTE: The phrase "train leaves the terminal" means when the train actually starts on its road trip from the yard track where the train is first made up.

This rule will not apply to pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher (district runs), or to local freight or mixed service where switching is performed at initial terminal in accordance with schedule rules.

NOTE: The question as to what service constitutes a "mine run" as that term is used above shall be determined on each individual railroad by management and the appropriate general committees.

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of seventy-five (75) minutes after which initial terminal delay payment begins.

(b) When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

(c) When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

ARTICLE 6—INTERDIVISIONAL SERVICE, ETC.

(Agreement of May 25, 1951 as amended May 29, 1952)

(a) Where an individual carrier not now having the right to establish interdivisional, interseniority district, intradivisional, or intraseniority district service, in freight or passenger service, considers it advisable to establish

the same on any particular territory of the property, appropriate committee or committees of the Brotherhood of Railroad Trainmen representing the employees involved and proper representatives of the carrier will conduct negotiations relating thereto. In such negotiations, the carrier and the employees should definitely recognize each other's fundamental rights and, where necessary, reasonable and fair arrangements should be made in the interest of both parties.

(b) In the event the carrier and such committee or committees cannot agree on such matters, any party involved may invoke the services of the National Mediation Board.

(c) If mediation fails and the parties do not agree to arbitrate the dispute under the Railway Labor Act, then at the request of either party, the proposal will be considered by a National Committee consisting of the chiefs of the employee organizations involved and an equal number of carrier representatives who shall be members of the Carrier's Conference Committees, signatories hereto, or their successors, or representatives provided, however, that this procedure of appeal to the National Committee thus created shall not be made in any case for a period of six months from the date of this agreement.

If said National Committee does not agree upon the disposition of the proposal, then the conferees will in good faith undertake to agree upon a neutral chairman who will sit with the Committee, hear the arguments of the parties, and make representations and recommendations to the parties with the view in mind of disposing of the controversy. In the event the parties do not agree upon such neutral chairman, then upon the request of the parties, or either of them, the National Mediation Board will appoint the Chairman.

While the recommendations of the Chairman are not to be compulsory or binding as an arbitration award, yet the parties hereto affirm their good intentions of arranging through the above procedure for the final disposition of all such disputes on a fair and reasonable basis.

* * * * *

ARTICLE 8—COUPLING AND UNCOUPLING

AIR, SIGNAL AND STEAM HOSE

(Agreement of May 25, 1951)

Referee's Award on the Coupling Function Dispute.

After due consideration, and after being fully advised in the premises, and upon a preponderance of the proof received in this proceeding, the undersigned Referee makes the following Decision and Award, on the first issue appearing in the ancillary agreement dated May 25, 1951, which was signed by the parties to this proceeding:

A new rule should be drafted and inserted in the principal agreement between the parties to this proceeding dated May 25, 1951, which should read as follows: "Rules, agreements, interpretations or practices which prohibit or restrict the use of yardmen to couple or uncouple air, steam and signal hose, shall be modified so that there will be no prohibitions or restrictions on yardmen performing such work and no payment therefor will be made but where rules, agreements, interpretations or practices require payment to yardmen under conditions stated therein for coupling or uncoupling air, steam and signal hose, such rules, agreements, interpretations, or practices shall be changed to provide for the payment of only 95 cents."

**ARTICLE 9—MORE THAN ONE CLASS OF
ROAD SERVICE**

(Agreement of May 25, 1951)

**Referee's Award on the More Than One Class
of Service Dispute**

After due consideration, and after being fully advised in the premises, and upon a preponderance of the evidence, the undersigned Referee decides and determines that the following Decision and Award should be made on the second issue appearing in the ancillary agreement dated May 25, 1951, which was signed by the parties to this proceeding:

A new rule should be drafted and inserted in the principal agreement between the parties to this pro-

ceeding, dated May 25, 1951, which should read as follows: "Road trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.

Question # 1. Does the rule apply to * * * trainmen in unassigned and/or assigned road service?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide that * * * trainmen will not be required to perform work other than that to which regularly assigned.

Question # 2. Does the rule apply to * * * trainmen at an intermediate point or between two intermediate points where * * * trainmen are required to perform road service not incident to the normal trip?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide separate compensation for such work.

Question # 3. Does the rule set aside lap-back or side trip rules?

Answer. No, except that when a combination of service includes work, wreck, helper or pusher service, such rules will not be applicable to any movements made in the performance of such service.

Question # 4. Does the rules set aside existing conversion rules?

Answer. No.

Question # 5. Does the rule set aside existing terminal switching rules?

Answer. No.

New proposed Question # 6.

Question # 6. Does the rule apply to * * * trainmen in passenger service?

Answer. Yes, except where under existing rules seniority acquired by employees in passenger service is separate and distinct from the seniority acquired by employees in freight service.

Helper or pusher service, not a part of their regular assignment, or wreck or work train service should not be required of passenger * * * trainmen except in emergencies.

Question # 7. Does the rule apply to * * * trainmen who are required at an intermediate point or points to perform work train service?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide for separate compensation for * * * trainmen performing work train service.

Question # 8. Does the rule apply where road * * * trainmen are instructed at the outset of a trip before leaving the initial terminal to perform another class of road service outside of the terminal?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide otherwise.

The Decision and award of the undersigned Referee upon the two (2) issues appearing in the ancillary agreement dated May 25, 1951, and which was signed by the parties to this proceeding, shall be final and binding upon said parties, and the same shall become effective on the thirtieth day following the date the Referee notifies the Carrier and Employee Committees of his Decision and Award, and each Carrier shall make its election within such period, in accordance with the savings clause provisions of the proposed rules.

/s/ GEO. CHENEY,

Referee

Released at Washington, D. C.
August 1, 1951

ARTICLE 10—SWITCHING LIMITS

(Agreement of May 25, 1951)

(a) The employees involved, and the carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching

service may be provided and industrial development facilitated, adopt the following:

(b) Except as provided in paragraph (c) hereof, where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, any party involved may invoke the services of the National Mediation Board.

If mediation fails, the parties agree that the dispute shall be submitted to arbitration under the Railway Labor Act, as amended. The jurisdiction of the Arbitration Board shall be limited to the questions submitted to it. The award of the Board shall be final and binding upon the parties.

(c) Where, after the effective date of this agreement, an industry desires to locate outside of existing switching limits at points where yard crews are employed, the carrier may assure switching service at such location and may perform such service with yard crews from a yard or yards embraced within one and the same switching limits without additional compensation or penalties therefor to yard or road crews, provided the switch governing movement from the main track to the track or tracks serving such industry is located at a point not to exceed four miles from the then existing switching limits. Road crews may perform service at such industry only to the extent they could do so if such industry were within switching limits. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with paragraph (b) hereof.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time

consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this paragraph (c) and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically offer to road employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers).

(d) This agreement shall in no way effect the changing of yard or switching limits at points where no yard crews are employed.

FIVE-DAY WORK-WEEK RULES

for

YARDMEN

represented by

BROTHERHOOD OF RAILROAD TRAINMEN

ARTICLE 1B

of

Agreement dated October 4, 1955

and

ARTICLE 3

of

AGREEMENT "A"

of

May 25, 1951

(As Revised by Agreement Dated October 4 ,1955)

Effective December 1, 1955, ARTICLE 1B of Agreement "A", entered into as aforesaid under date of May 25, 1951, is cancelled in its entirety and is replaced by the following ARTICLE 1B of Agreement "A":

ARTICLE 1B

- (a) On railroads where the five-day work week has been established prior to December 1, 1955, basic hourly rates of pay for yard foreman, yard helpers and switchtenders, effective December 1, 1955, shall be increased by adding to the basic hourly rates in effect November 30, 1955, a new conversion adjustment to be determined by first applying 20% to the basic daily rates including the 20¢ daily earnings minima in September 1948 (established by Agreements of November 14 and November 21, 1947), dividing the result by 8 and then deducting 18½¢ per hour.
- (b) On railroads where the five-day work week has not been established prior to December 1, 1955, basic hourly rates of pay for yard foremen, yard helpers and switchtenders, effective December 1, 1955, shall be increased by adding to the basic hourly rates in effect November 30, 1955, a new conversion factor to be determined by first applying 20% to the basic daily rates including the 20¢ daily earnings minima in September 1948 (established by the Agreements of November 14 and November 21, 1947), dividing the result by 8 and then deducting 14½¢ per hour.
- (c) After applying the new conversion adjustments set forth in paragraphs (a) and (b) of this ARTICLE 1B, standard basic daily rates of pay effective December 1, 1955, will be as follows:

Car retarder operators.....	\$20.22
Yard brakemen (helpers).....	18.15
Yard conductors (foremen).....	19.42
Switchtenders	16.29

NOTE: Rates other than standard will be computed in accordance with the formula set forth in paragraphs (a) or (b) above.

ARTICLE 3—FIVE-DAY WORK WEEK

Section 1

(a) Effective December 1, 1955, each carrier, which has not theretofore done so, will establish for all classes or crafts of yard service employes covered by this ARTICLE 3, subject to the exceptions contained therein, a work week of forty hours consisting of five consecutive days of eight hours each with two days off in each seven, except as hereinafter provided. The foregoing work week rule is subject to all other provisions of this ARTICLE 3.

(b) Due to the necessity of changing existing assignments to conform to the reduced work week provided for in Section 1, the Carriers will, prior to the effective date, post notices or bulletins as required by schedule, bulletin rules or practices in effect.

(1) Railroads or portions thereof on which yard assignments are bulletined:

Listing the days off of regular assignments and advertising regular relief assignments.

(2) On properties or portions thereof operating under the strict seniority or mark-up plan yard service employees shall select and be assigned "days off" periods as provided for below:

(a) Listing regular assignments according to service requirements.

(b) After all known assignments for yard service employees have been posted, all yard service employees will be required to make seven choices of their preferred "days off" period and the local chairman and local officers will cooperate in assigning the employees their "days off" period in accordance with their seniority. After "days off" have been assigned yard service employees will exercise seniority on the days of their work week in accordance with rules or practices in effect on individual properties or yards.

(c) After the "days off" periods have been assigned as referred to in Section 1(b) (2) (b) days off periods

assigned to individual employees shall remain unchanged except when a vacancy occurs in a "days off" period, a new assignment is created, or when affected by a force reduction. Employees exercising seniority to other "days off" periods will be governed by the provisions of Section 11(b).

(d) Extra men will be handled in accordance with Section 6.

(3) The changes as enumerated above shall begin on the effective date of this Article 3, and employees may exercise seniority rights to select the assignment, or days off of their choice.

(4) After assignments as referred to in Section 1(b) (1) and Section 1(b) (2) (a) have been made changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

Section 2

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

Section 3

(a) When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority

district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

- (b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3 (a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.
- (c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.
- (d) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) and (b) of this Section 3.
- (e) Regular relief assignments for yard crews will be established for the crew as a unit, except in yards operating under strict seniority or markup rules. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties on a property desires, the designated days off need not be the same for individual members of a crew.

Representatives of the carrier and of the employees will cooperate in designating days off of individual members of a crew.

(NOTE: It is recognized in the application of the foregoing that the nature of the work on certain assign-

ments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered one of the operational problems.)

- (f) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

Section 4

At points where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employees, agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

If the carrier contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish non-consecutive days off, representatives of the carrier and representatives of the employees will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the carrier may nevertheless establish non-consecutive days off, subject to the right of the employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that it was not practicable to grant two consecutive days off.

Section 5

On properties where men hold seniority in both road and yard service and work from common extra boards protecting both classes of service, such extra boards will be separated except as otherwise provided in the Note following this Section 5. On these properties separate extra boards covering road and yard service respectively will be established and regulated in accordance with applicable rules on the individual properties consistent with service requirements. Employees on

common extra boards which are separated will exercise their choice to work on either the road or yard board in accordance with their seniority rights.

Employees selecting yard extra boards will remain on same for at least seven calendar days, except when cut off by reduction in force, when required to protect their seniority as yardmasters, or when they bid in a regular assignment in yard service as hereinafter provided.

Regular or extra yard service employees bidding into road service, regular or extra, will not be permitted to **work** in road service other than as provided in the following paragraphs until the expiration of their work week in yard service. Employees on the yard extra board bidding in regular or regular relief assignments in yard service or employees on strict seniority or mark-up boards exercising seniority to different "days off" periods will be governed by the provisions of Section 11 of this Article 3.

Employees selecting yard service under this Section 5 will be considered as not available for road service during any work week except as provided herein. Where one of the boards becomes exhausted, employees on the other board may be used for work ordinarily falling to men off the exhausted extra board and will be considered as still attached to the board of their selection. Such employees will be compensated for each tour of service on the basis of payments as provided for by rules in effect on the various properties covering service performed from common extra boards.

Rules relating to the exercise of seniority will be relaxed to the extent necessary to comply with this Section 5.

(NOTE: In instances where because of the limited amount of work involved separation of such boards is not practicable, the matter shall be negotiated between representatives of employees and representatives of management on individual properties and reasonable arrangements entered into looking to the maintenance of common boards.)

Section 6

Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive.

Section 7

- (a) In event a regular or regular relief job or assignment is annulled for one day or more, the yard service employee or employees holding the job or assignment may exercise their seniority in accordance with rules in effect on the property.
- (b) Any yard service employee or employees who because of their seniority standing, or for other reasons, are unable to place themselves on a regular job or assignment on the day or days their job or assignment is annulled, will revert to the extra board and be placed thereon, in addition to the men then on the extra board, in accordance with rules in effect on the property.
- (c) In event a regular or regular relief job or assignment is annulled for one day or more and any or all of the displaced yard service employees are unable to displace an employee or employees with lesser seniority on such day or days, thereby being deprived of working one or more of the five days of the job or assignment, such yard service employee or employees, if they so desire, shall be placed on the extra board in addition to the men then on the board so as to be available for work on the sixth and/or seventh day of the work week to provide them an opportunity to work five straight time shifts during the work week, provided: (1) that such yard service employees endeavored to exercise their seniority as provided in paragraphs (a) and (b) of this Section 7, (2) that such yard service employees are used from the extra board in accordance with rules in effect on the property and (3) that such service for the first eight hours on such sixth and/or seventh days will be paid for at straight time rates, until such employee or employees have worked five straight time shifts in that work week, any service in excess of eight hours on such days to be paid for under the overtime rules.

Section 8

- (1) Existing rules which relate to the payment of daily overtime for regular yardmen and practices

thereunder are not changed hereby and shall be **understood** to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Section 3 shall be paid for at the straight time rate.

- (2) Current overtime rules relating to extra yardmen are cancelled as of the effective date of this agreement and the following will apply.

Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

In the application of this rule, the following shall govern:

- (a) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.
- (b) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this paragraph (b), shall not apply to employees paid road rates, but governed by yard rules.)
- (c) Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

- (d) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

- (e) Except as modified by other provisions of this rule, an extra employee working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

NOTE: (1) On railroads where a seniority board is in effect in cases where there is a man or men on such board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

NOTE: (2) The adoption of this rule shall not affect any existing rule in the schedule of any individual carrier relating to service performed on a succeeding trick when an employee's relief fails to report at the fixed starting time.

NOTE: (3) On such roads as have an existing rule or practice differing from the rule of the December 12, 1947 Agreement, titled "Overtime Rate in Yard Service—Extra Men," and providing for pay at time and one-half, without exception, to extra yard men performing a second tour of duty in a 24-hour period, the Employees' Committee may elect to retain the existing rule or practice in lieu of this rule.

- (3) Employees worked more than five straight time eight-hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:
- (a) Where days off are being accumulated under Section 4 of this Article 3;
 - (b) When changing off where it is the practice to work alternately days and nights for certain periods;
 - (c) When working through two shifts to change off;
 - (d) Where exercising seniority rights from one assignment to another;

- (e) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight time rate is paid to a yard service employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in this paragraph (3).

- (4) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in paragraph (3) of this Section 8, be utilized in computing the five straight time eight-hour shifts referred to in such paragraph (3) of this Section 8, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, 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. Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, stand-by time, and compensation therefor, preparatory time, starting time (except as otherwise provided in Section 3) and similar rules are not affected by the provisions of this Article 3.
- (5) Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this Article 3, nor shall service under two agreements be combined in any manner in the application of this Article 3.

Section 9

* * * * *
(See sections 1 and 2 of vacation agreement, pages 139-144.)
* * * * *

Section 10

Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article 3 shall be construed to create a guarantee where none now exists.

Section 11

- (a) All regular or regular relief assignments for yard service employees shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per day, except as otherwise provided in this Article 3.
- (b) An employee on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service, or selects another "days off" period on a strict seniority or mark-up board in yard service, will be permitted to go on the assignment or "days off" period of his choice, and will take the conditions of that assignment or "days off" period, but will not be permitted to work more than five (5) straight time eight-hour shifts, as referred to in paragraph (d) of this Section, in the work week of the assignment or "days off" period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employee to work one or more days of the assignment of his choice, and if there is no extra man available who could be used to perform the work on those days, he may be used to work those days at the straight time rate.
- (c) An employee on a yard extra board who takes a regular or regular relief assignment in yard service will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

An employee on a regular or regular relief assignment who goes on an extra board will take the conditions attached to the extra board, but will not

be permitted to work more than five straight time eight-hour shifts, as referred to in paragraph (d) of this Section, in the work week starting with the Monday in which the change is made.

- (d) Except as provided in paragraphs (b) and (c) of this Section, employees, regular or extra, will not be permitted to work more than five straight time eight-hour shifts in yard service (excluding the exceptions from the computations provided for in Section 8, paragraphs (3) and (4)) in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional men, in which event senior available employees in the class in which the vacancy occurs shall be used in accordance with applicable rules or practices in effect on individual properties.

Section 12

- (a) Where reference is made in this Article 3 to the term "yard service" it shall be understood to have reference to service performed by employees governed by yard rules and yard conditions.
- (b) Section 3(e) and Section 5 of this Article 3 shall not apply to:
 - Car Retarder Operators.
 - Hump Motor Car Operators (Chauffeurs).
 - Levermen.
 - Switchtenders (sometimes classified as Switchmen).
- (c) None of the provisions of this Article 3 relating to starting time shall be applicable to any classification of employees included within the scope of this Article 3 which is not now subject to starting time rules.

Section 13

Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation

of working lists or "mark-up-boards", etc., shall be changed or eliminated to conform to the provisions of this Article 3 in order to implement the operation of the reduced work week on a straight time basis.

Section 14

The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article 3, provided that such understandings shall not be inconsistent with this Article 3.

* * * * *

MEMORANDUM OF UNDERSTANDING BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN IN CONNECTION WITH THE APPLICATION OF THE FIVE DAY WORK WEEK AGREEMENT FOR YARD SERVICE EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN, IMPLEMENTING CERTAIN SECTIONS OF ARTICLE 3 OF AGREEMENT OF MAY 25, 1951, AS REVISED, PURSUANT TO SECTIONS 13 and 14 THEREOF.

ARTICLE 3

Section 1(b)(1)

Self-explanatory, except at locations where it is deemed advisable to set up regular relief assignments for crew as unit, such action may be taken, in which event the days off would of necessity have to be assigned to the particular assignment in order that the days off would be stabilized instead of changing with change of incumbents.

Section 2

The term "work week" for regularly assigned employes shall mean a week beginning on the first day following the employe's assigned "days off" period, and for extra employes shall mean a period of 7 consecutive days starting with Monday.

Section 3

This section is self-explanatory and permits setting up regular relief assignments for individual employes and also permits setting up regular relief assignments for a yard crew as a unit.

Section 4

This section is self-explanatory, except that the agreements referred to must be local agreements entered into between local railway officers and the local chairman, approved by the Officer in Charge of Personnel and the General Chairman.

Section 5

This section does not apply at any point except Chicago Switching District. It is understood that agreements implementing the five day work week in the Chicago Switching District will be negotiated between the division officer and the local chairmen, subject to approval of the Director of Personnel and the General Chairman. It also being understood that the terminal agreement will include Article 3 of the memo of understanding of February 17, 1953, which provides:

"yard helpers working or considered working as provided in Item (1) hereof any part of their work week as such will not be permitted to work in yard service on the sixth or seventh day of their work week except as specifically provided under provisions of agreement reached."

Section 8

Self-explanatory, except that for the purpose of computing "five-straight-time eight-hour shifts in yard service in a work week", as referred to in Section 8(3), the following will govern:

- (1) Days yard service employes lay off are considered as work days.
- (2) Calendar days worked and paid for at the overtime rate account working twice in a 22½-24 hour period are considered as work days, except when a yardman is required to work on two shifts on the same calendar day.
- (3) Days yard service employes are off duty on compensated vacation are considered as work days.
- (4) Days yardmen are employed as relief yardmasters will be considered as work days during their work week when they work as yardman and as relief yardmaster, but this does not apply when they work their entire work week as relief yardmaster.

Section 10

This section does not apply as there is no guarantee rule on this property applicable to yardmen. The monthly guarantee applicable to road service employes will not apply to any employes while working under provisions of this Article 3.

Section 11(b)

Self-explanatory, except that the provisions of this section reading "or selects another days off" is interpreted to mean that another "days off" period may be selected only under the conditions specifically set forth in Section 1(b)(2)(c).

Section 12(a)

It is understood that in the Chicago Switching District the term "yard service employe" shall be understood to have reference to service performed by employes governed by yard rules and yard conditions, and also employes governed by rule 32(c), trainmen's schedule.

Section 13

The following is agreed to "In order to implement the operation of the reduced work week on a straight-time basis", as provided in Section 13:

For the sole purpose of inaugurating the five day work week, furloughed brakemen and/or brakemen assigned to extra boards can transfer to yard service with the understanding that they will remain in yard service for a period of at least sixty (60) days, and will not be entitled to perform any road service while so assigned. After a period of six months they will forfeit their seniority in road service. Roadmen working in yard service under this understanding will be governed by yard rules and rates of pay and their seniority in yard service will date from their last entry into such service.

In order to implement inaugurating the five day work week on a straight time basis it is agreed that additional yardmen may be employed in an individual yard when needed without the necessity of complying with the fifth paragraph of Yard Rule 12(a) and questions and answers in connection therewith.

At points where no yardmen's extra board is established, it is permissible to establish a yardmen's seniority extra board in connection with the present seniority or mark-up board arrangement.

If mutually desired by the superintendent and the local chairman, a local agreement to be approved by

the Officer in Charge of Personnel and the General Chairman may be entered into providing for the use of men from other yards or terminals, along the lines of draft of memorandum of local agreement identified as Supplement A, made a part hereof.

It is hereby agreed that in accordance with provisions of Section 13, this memorandum of understanding changes existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation of "mark-up boards", etc., in order to implement the operation of the reduced work week on a straight time basis, and that in accordance with Section 14, the parties hereto having in mind conditions which exist or may arise in individual yards in the application of the five-day work week, further agree that the duly authorized local representative of the employes and the division officer may enter into additional written understandings, which will be placed in effect only if approved by the general chairman and the officer in charge of personnel, to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with Article 3 of agreement of May 25, 1951, as revised.

It is understood that this memorandum of understanding is for the purpose of implementing the provisions of Article 3 of agreement of May 25, 1951 revised, and that all other provisions of that agreement apply.

This memorandum of understanding shall remain in full force and effect until revised or cancelled by either party serving thirty days' written notice on the other party of their desire to revise or cancel same.

FOR THE BROTHER-
HOOD OF RAILROAD
TRAINMEN:

/s/ J. H. Whaley

General Chairman

/s/ H. J. Craine

General Secretary

Chicago, Illinois
November 25, 1955

FOR THE CHICAGO
AND NORTH WEST-
ERN RAILWAY COM-
PANY:

/s/ T. M. Van Patten

Director of Personnel

SUPPLEMENT A

MEMORANDUM OF LOCAL AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN, DIVISION, IN REGARD TO FILLING OF TEMPORARY OR EMERGENCY VACANCIES OF YARDMEN AT

It is hereby agreed that effective, 1955 in the application of concluding paragraph of yard rule 12(a), trainmen's schedule, reading:

"When additional yardmen or switchtenders are needed in a yard or terminal, yardmen or switchtenders employed in other yards or terminals on the division will be given an opportunity to accept such service in the order of seniority. If there are no applicants the junior yardmen or switchtenders in most available yard not working on a regular assignment will be required to accept service."

When additional yardmen are needed to fill a temporary or emergency vacancy at and after all yardmen available at that point have worked that day or have been lined up to work that day, it is permissible to deadhead the senior, rested, available yardman from who desires to accept such service. If no yardman at accepts the call, the junior yardman at may be required to cover the assignment.

Yardmen required to deadhead outside the yard or switching limits in the application of this agreement will be paid actual time consumed deadheading in both directions with a minimum of (to be agreed to locally) and a maximum of (to be agreed to locally) at assigned pro rata yard rate.

This agreement may be cancelled by either party serving thirty (30) days' written notice on the other party signatory hereto.

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN:

FOR THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY:

.....
Local Chairman

APPROVED:

.....
Superintendent

APPROVED:

.....
General Chairman

.....
Director of Personnel

* * * * *

**EXCERPT FROM NATIONAL AGREEMENT
WITH BRT DATED APRIL 5, 1957**

**ARTICLE IV—PAID HOLIDAYS FOR YARD
SERVICE EMPLOYEES.**

Section 1—Options Each of the options set forth below shall be subject to thirty days advance notice from the General Chairman or other authorized representative of the Brotherhood of Railroad Trainmen on the individual railroad system or systems where it is desired to place in effect the holiday provisions contained in Sections 2 and 3 of this Article IV:

Option A—If notice is given on or before October 1, 1957, Sections 2 and 3 of this Article IV shall become effective November 1, 1957, and the increases for yard service employees set forth below shall be made in lieu of the increases provided in Articles II and III hereof:

- (a) Effective November 1, 1957, basic daily rates of pay for yard service will be increased in the amount of 5¢ per hour, or 40¢ per basic day.
- (b) Effective November 1, 1958, basic daily rates of pay for yard service will be increased in the amount of 5¢ per hour, or 40¢ per basic day.

Option B—If notice is given on or before October 1, 1958, Sections 2 and 3 of this Article IV shall become effective November 1, 1958, and the increase for yard

service employees set forth below shall be made in lieu of the increase provided in Article III hereof:

Effective November 1, 1958, basic daily rates of pay for yard service will be increased in the amount of 3¢ per hour, or 24¢ per basic day.

Option C—If notice is given on or before December 1, 1958 or December 1 of any calendar year thereafter, Sections 2 and 3 of this Article IV shall become effective January 1 of the following calendar year, and concurrent therewith the basic daily rates of pay for yard service shall be decreased in the amount of 4¢ per hour, or 32¢ per basic day.

Section 2—Regularly Assigned Yard Service Employees

- (a) On the effective date of the option adopted pursuant to Section 1 of this Article IV, each regularly assigned yard service employee, who meets the qualifications provided in paragraph (b) hereof, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays when such holidays fall on an assigned workday of the work week of the individual employee:

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

- (b) To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. If the holiday falls

on the last day of an employee's work week, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

NOTE: An employee will be deemed to have performed service or fulfilled his assignment if he is required by the carrier to perform other service in accordance with rules and practices on the carrier.

- (c) Rules governing payment for service rendered on the holidays enumerated above are not changed hereby. Service performed on such days shall be paid for at the rate provided in existing schedules, and the allowance of one basic day's pay provided for in paragraph (a) of this Section 2 for qualifying employees shall be in addition thereto.
- (d) In yards operating under strict seniority or mark-up boards, determination of "regularly assigned employees" for the purpose of applying the qualifying provisions of paragraph (b) of this Section 2 shall be the subject of negotiations on the individual properties.
- (e) This Section 2 applies only to regularly assigned yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Each of the qualifying days of service provided in paragraph (b) of this Section 2 must be performed in yard service.
- (f) Existing weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) of this Section 2, unless the regularly assigned employee fails to qualify under paragraph (b) of this Section 2, shall satisfy such guarantee. Nothing in this Section 2 shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) of this Section 2.

- (g) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month will not apply to the seven holidays herein referred to but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this Section, will apply.
- (h) As used in this Section 2, the terms "workday" and "holiday" refer to the day to which service payments are credited.
- (i) Nothing in this Section 2 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.

Section 3—Extra Yard Service Employees

- (a) On the effective date of the option adopted pursuant to Section 1 of this Article IV, each extra yard service employee, who meets the qualifications provided in paragraph (b) of this Section 3 shall receive one basic day's pay at the pro rata rate when yard service is performed on any of the following enumerated holidays:

- New Year's Day
- Washington's Birthday
- Decoration Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

- (b) To qualify, an extrayard service employee must not lay off of his own accord any part of the calendar day immediately preceding and immediately following the holiday, and must perform yard service on such holiday, which service is paid for on an hourly or daily basis and is subject to yard rules and working conditions.

NOTE: The term "extra yard service employee" shall include extra employees on a common extra list protecting both road and yard service.

- (c) Rules governing payment for service rendered on the holidays enumerated above are not changed hereby. Service performed on such days shall be paid for at the rate provided in existing schedules, and the allowance of one basic day's pay provided for in paragraph (a) of this Section 3 for qualifying employees shall be in addition thereto.
- (d) As used in this Section 3 the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.
- (e) Nothing in this Section 3 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.

* * * * *

MEMORANDUM OF AGREEMENT BETWEEN
THE CHICAGO AND NORTH WESTERN RAIL-
WAY COMPANY AND THE BROTHERHOOD
OF RAILROAD TRAINMEN COVERING THE
APPLICATION OF SECTION 2(d) OF ARTICLE
IV OF AGREEMENT DATED APRIL 5, 1957
IDENTIFIED AS MEDIATION AGREEMENT
CASE A-5248 BETWEEN THE RAILROADS
REPRESENTED BY THE EASTERN, WESTERN
AND SOUTHEASTERN CARRIERS' CONFER-
ENCE COMMITTEES AND THE EMPLOYES
OF SUCH RAILROADS REPRESENTED BY
THE BROTHERHOOD OF RAILROAD TRAIN-
MEN

It is hereby agreed between the Chicago and North Western Railway Company and the Brotherhood of Railroad Trainmen that in accordance with paragraph (d) of Section 2 of Article IV of the agreement between the Eastern, Western and Southeastern Carriers' Conference Committees and the Brotherhood of Railroad Trainmen, dated April 5, 1957 reading:

"In yards operating under strict seniority or mark-up boards, determination of 'regular assigned employes' for the purpose of applying the qualifying provisions of paragraph (b) of this Section 2 shall be the subject of negotiations on the individual properties."

the following is agreed to as applied to yards where strict seniority or mark-up boards are in effect on the Chicago and North Western Railway (except Chicago Switching District) under agreement effective July 1, 1944, and for the purpose of Article IV **Paid Holidays for Yard Service Employes** and for that purpose only.

1(a) In Yards Where Mark-Up Boards Are In Effect

Yardmen marked on a job by exercise of seniority at the marking or closing of the board for service on the work day immediately preceding and following the holiday will be considered regular men. Yardmen used at board marking to fill jobs not selected by men in exercise of seniority, and yardmen left unplaced subsequent to the marking of the board who may or may not thereafter be used to fill vacancies are extra men.

1(b) In Yards Where Strict Seniority Is In Effect
But No Mark-Up Board

Yardmen placing themselves on a job by exercise of seniority as of an agreed upon time prior to calling time of the job for service on the work day immediately preceding and following the holiday will be considered regular men. Yardmen used at the agreed upon time to fill jobs not selected by men in exercise of seniority, and yardmen left unplaced subsequent to the agreed upon time who may or may not thereafter be used to fill vacancies are extra men.

The "agreed upon time prior to calling time of the job" as used in the above paragraph means the time after which it has been agreed locally men cannot place themselves by exercise of seniority. If any such time has not been agreed upon by local understanding such time shall be agreed to between the local representative of the railway company and local representative of the BRT prior to the effective date of this agreement.

2. It is recognized by the parties that (except as required by the note to Section 2(b)) holiday payments to qualified regular and/or extra men are limited to not more than the total number of yardmen positions actually worked on the holiday plus annulled regular yardmen positions.

3. A yardman who does not work on a holiday but who is compensated therefor under the holiday provisions, is not permitted to perform service on his assigned days off excepting per Section 11(d) of Article 3—Five Day Work Week Agreement (extra board exhausted).

4. Such holiday pay does not apply toward the five 8-hour shifts in a work week, as referred to in Section 8(3) of the Five Day Work Week Agreement.

EXAMPLE:

A yardman with Saturday and Sunday rest days, works Monday through Thursday. He does not work on a Friday holiday because the job on which he worked Thursday was annulled on the holiday, but he qualified and is paid under the holiday rule for Friday. He is called to work on Saturday in accord-

ance with Section 11(d) of the Five Day Work Week Agreement. He would receive only the pro rata work rate for such service, as he had only worked four 8-hour shifts in that work week.

5. A regular yardman is not permitted or required to change from a regular assignment to the extra list on a specified holiday, or vice versa, nor is a regular assigned yardman whose job is annulled on the holiday permitted to exercise seniority to work on the holiday except that he acquires displacing rights prior to the holiday.

6. This agreement in no way changes schedule or other rules defining extra and/or regular yardmen.

FOR THE BROTHER-
HOOD OF RAIL-
ROAD TRAINMEN:

/s/ J. H. Whaley

General Chairman

/s/ H. J. Craine

Secretary

Chicago, Illinois
October 24, 1957

FOR THE CHICAGO
AND NORTH WEST-
ERN RAILWAY COM-
PANY:

/s/ T. M. Van Patten

Director of Personnel

* * * * *

MEMORANDUM OF AGREEMENT BETWEEN
THE BROTHERHOOD OF RAILROAD TRAIN-
MEN AND THE CHICAGO AND NORTH
WESTERN RAILWAY COMPANY. THIS
AGREEMENT IS SUPPLEMENTAL TO ROAD
RULE 80 AND YARD RULE 17.

1. The initial presentation of a claim, by the claimant employe or his representative, must be filed to the officer designated by the carrier within sixty (60) days of the date of the occurrence which gave rise to the controversy upon which the claim is based. If not so filed, the claim will be barred, but this does not establish a precedent or constitute a waiver barring the handling of similar claims that may arise thereafter.

2. Claims presented in the manner outlined in Item 1 hereof, must be allowed or declined by the officer designated to whom the claim is presented, within sixty

(60) days after presentation, or such claim will be paid. The payment of claims under this item will not establish a precedent or constitute a waiver in other claims that may arise subsequent thereto.

3. Claims that are to be appealed by the local chairman must be appealed to the division superintendent in writing within ninety (90) days from the date of the declination, and failing so to do, the claim will be barred; this not to establish a precedent or constitute a waiver in the case of other claims that may arise thereafter. It is agreed that local chairmen may alter, amend, or modify claims they are appealing to division officers under this item.

4. The division superintendent must allow or decline claims that are thus presented by the local chairman in writing within sixty (60) days from that date of appeal, or such claims will be allowed; this not to establish a precedent or constitute a waiver in other claims that may arise subsequent thereto.

5. Any time claim disallowed by the superintendent that is to be appealed, must be appealed in writing to the highest officer designated by the carrier to handle such claims within one hundred eighty (180) days of the date of the superintendent's decision, from which the appeal is being taken; otherwise the claim shall be deemed abandoned and barred.

6. It is agreed that the general chairman may amend claims so as to conform with his understanding of the rules pertinent to the issue, provided such claims have been initiated and appealed in accordance with the time limitations herein above set forth.

7. The time limits herein established do not apply to personal injury claims, discipline cases which involve a plea of leniency, or to discipline cases which do not involve a claim for reimbursement for wages lost.

8. In any case of alleged violation, the initial claim for such violation must be filed as prescribed in paragraph 1. Subsequent claims for the alleged continuing violation must also be filed, by or on behalf of the individual claimants, with the officer designated by the carrier within sixty (60) days or they shall be deemed abandoned and barred. The subsequent claims must be handled in accordance with paragraphs 1, 2, 3 and 4

and if so handled will be considered claims of record and will be settled on the basis of the disposition made of the initial claim provided the initial claim is handled within the time limits prescribed herein.

9. The following provisions of Section 4(c), paragraph 2 of the agreement made at Chicago, Illinois, December 12, 1947, reading:

"Decision by the highest officer designated by the Carrier to handle claims shall be final and binding unless within one year from the date of said officer's decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employe or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may by agreement in any particular case extend the one year period herein referred to."

is interpreted to mean that the decision by the highest officer designated by the carrier to handle time claims shall be final and binding unless within one (1) year from the date of said officer's decision (made subsequent to discussion of the case in conference) proceedings for final disposition of the claim are instituted by the employe or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the subject matter involved and such officer is so notified, subject to extension by mutual agreement.

10. This agreement shall become effective July 1, 1958 and shall remain in effect until abrogated or amended in accordance with the provisions of the Railway Labor Act.

FOR THE BROTHER-
HOOD OF RAIL-
ROAD TRAINMEN:

/s/ H. J. Craine
General Chairman
/s/ Wm. E. Derrah
General Secretary

APPROVED:

/s/ S. Vander Hei
Vice President

May 5, 1958
Chicago, Illinois

FOR THE CHICAGO
AND NORTH WEST-
ERN RAILWAY COM-
PANY:

/s/ T. M. Van Patten
Director of Personnel

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN, IN RESPECT TO PASSENGER TRAINMEN HANDLING BAGGAGE, EXPRESS AND MAIL FROM TRAIN TO STATION BUILDING OR MAIL BOX OR VICE VERSA—IN DISPOSITION OF CASE NO. 5 OF JOINT DOCKET DATED JULY 12, 1948.

It is hereby agreed that effective November 1, 1948, passenger trainmen (baggage-men, brakemen, flagmen) required to handle baggage, mail, or express from station building or mail box to passenger trains or vice versa, will be additionally compensated therefor on basis of one and one-half cents per mile per day or trip with a minimum allowance of \$1.50. Such allowance will not be used to construct minimum monthly guarantee applicable to class of employment.

It is understood that passenger trainmen will not be required to handle express between station baggage-room or warehouse and passenger trains if an express messenger is employed on such trains.

This agreement will not be interpreted as giving passenger trainmen the exclusive right to handle baggage, express or mail between station building or mail box and passenger trains.

This memorandum agreement becomes effective November 1, 1948 and will remain in full force and effect until changed or canceled in accordance with the procedure prescribed in the Railway Labor Act, amended.

FOR THE EMPLOYEES:
/s/ O. G. Jones
General Chairman,
Brotherhood of Railroad
Trainmen
/s/ J. H. Whaley
General Secretary,
Brotherhood of Railroad
Trainmen

FOR THE CHICAGO
AND NORTH WEST-
ERN RAILWAY COM-
PANY:
/s/ C. H. Longman
Vice President—Operation

APPROVED:
/s/ William E. B. Chase
Vice President,
Brotherhood of Railroad
Trainmen

Chicago, Illinois
October 13, 1948
File 2-18-204

INTERPRETATION OF RULE 17.

Trainmen on the extra passenger board will be permitted to get off from such passenger list only by the exercising of displacing rights or by bidding in a regular assignment. (Dir. of Per. ltr. of 12/2/49, file 69-1-48. Note: It is understood that the above agreed to "interpretation" of Rule 17 is subject to cancellation by informal written notice served by either party to the other.)

INTERPRETATIONS OF RULE 19.

1. **BRT CASE 685, FILE 69-2-7.** Temporary vacancies in passenger service for trainmen are to be filled in the following order:

- (1) From the passenger trainmen's extra board if one is maintained.
- (2) Qualified men from the freight trainmen's extra board.
- (3) Assigned passenger men if they can be used without interference to their regular assignment. (In applying this item a freight trainman temporarily in passenger service under rule 47 will not be considered an assigned passenger man.)
- (4) The senior available qualified assigned freight brakemen at the terminal where the freight extra board is maintained.

2. **FILE 69-2-7.** The first day or trip on a temporary passenger vacancy will be filled from the extra board. This is for the purpose of giving the extra man more work and to eliminate some sharpshooting where some men used the arrangement to their own personal advantage.

3. **FILE 69-2-7.** When bulletins of two assignments, one temporary and one permanent, expire at the same time, an applicant may be assigned to both assignments but must state his preference of assignments in his application. An applicant making application for and being assigned to both a temporary and permanent assignment, each expiring at the same time, must indicate his preference for the temporary vacancy, and if he does so, can take it without first having to make a trip on the regular assignment.

4. **FILE 69-2-7.** A temporary passenger vacancy will begin on the first day or trip that an assignment is scheduled or bulletined to operate, after vacancy exists. This applies only when bulletining assignments under the six-day period in passenger service as referred to in Rule 19, and is for the purpose of eliminating the requirement that the trainmen assigned be tied to the job over the weekend.

5. **FILE 69-2-7.** A displaced trainman who places himself on a temporary vacancy and is unable to work on the assignment due to displacement will not be considered as having exercised temporary displacing rights.

6. **FILE 69-2-7.** Trainmen displaced from a regular assignment will be permitted to exercise their seniority on one temporary vacancy in either passenger or freight service by filing written application, after which they will be required to accept service on a regular assignment or be placed on the extra board.

7. **FILE 69-2-7.** Trainmen exercising displacing rights on new or vacant positions which are open for applications for the five-day period will be required to make written application for same; failing to do so they will be denied the right to take further assignments under bulletin and will be required to place themselves permanently or go to the extra board.

8. **FILE 69-2-7.** A temporary vacancy in passenger service known to be more than thirty days following a vacation period will not be bulletined until after the expiration of the vacation period. This is to give the extra men work for the first thirty-day period following the paid vacation period, i.e., the vacancy will not be bulletined until thirty days after the paid vacation period.

(NOTE: It is understood that any one or all of the above agreed to "interpretations" of Rule 19 are subject to cancellation by informal written notice served by either party to the other.)

* * * * *

ROAD RULES 30 and 61, and YARD RULE 22(a).
The following agreement, effective January 1, 1949, applies to passenger and freight trainmen but is superseded for yardmen to the extent provided in the Cheney Award; see page 153.

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND BROTHERHOOD OF RAILROAD TRAINMEN COVERING APPLICATION OF ROAD RULES 30 AND 61 AND YARD RULE 22(a), TRAINMEN'S SCHEDULE, EFFECTIVE JULY 1, 1944, INVOLVING THE COUPLING AND UNCOUPLING OF HOSE.

It is hereby mutually agreed that, effective January 1, 1949, road rules 30 and 61 and yard rule 22(a), current trainmen's schedule, effective July 1, 1944, will be applied as follows:

Trainmen or yardmen will not be required to chain or unchain cars, couple or uncouple hose in yards or on repair tracks where carmen are employed and on duty, except as hereinafter provided.

In the application of this rule in connection with coupling or uncoupling hose certain territories will be defined as "closed territory." All other territories will be considered "open territory."

In closed territories trainmen (baggage-men, brakemen, flagmen) and/or yardmen (yard helpers, Chicago Switching District, yard foremen and helpers outside Chicago Switching District), will not be required to couple or uncouple hose, except when instructed by proper authority, and when so required each member of the crew covered by this agreement will be paid an additional yard day. In open territory when required by proper authority to couple or uncouple hose as referred to herein, an arbitrary of one hour at pro rata rate will be allowed each member of the crew covered by this agreement.

Closed territories as herein referred to must be agreed upon by division officers and local chairmen, B. of R. T. and made a matter of record subject to approval by Officer in Charge of Personnel and General Chairman, B. of R. T.

NOTE: The allowances provided for herein will not apply to nor will additional compensation be allowed when men covered hereby are required to couple and/or uncouple hose in instances as follows:

- (a) Where carman is not on duty within the switching district.
- (b) Between engine and first car or between caboose and rear car when necessary to avoid delay.
- (c) Between cars where cuts are made at crossings.
- (d) Between cars where cuts are made to set out cars.
- (e) Between cuts of cars picked up and balance of train.
- (f) Between cars where hose couplings have been made but are separated after the train is started.
- (g) Between cuts of cars where the pickup is doubled from one track to another.
- (h) Uncoupling of air hose where same can be done without damage to equipment by simply "pulling the pin."
- (i) All coupling and uncoupling of tail hose.

Nothing in this agreement shall be construed as intending that only trainmen or yardmen may be used to couple or uncouple air hose.

This agreement shall remain in full force and effect until revised or canceled by either party serving thirty days' written notice on the other party of their desire to revise or cancel same.

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN:

/s/ O. G. Jones
General Chairman
/s/ J. H. Whaley
General Secretary

Chicago, Illinois
December 11, 1948
File 5-17-179—Gen.

FOR THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY:

/s/ G. F. Stephens
Director of Personnel

(See Cheney Award modification as applied to yardmen, page 153.)

* * * * *

SUPPLEMENTAL MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND BROTHERHOOD OF RAILROAD TRAINMEN COVERING APPLICATION OF ROAD RULES 30 AND 61 AND YARD RULE 22(a), TRAINMEN'S SCHEDULE, EFFECTIVE JULY 1, 1944, INVOLVING THE COUPLING AND UNCOUPLING OF HOSE.

It is hereby agreed that the memorandum agreement dated December 11, 1948 and effective January 1, 1949 between the Chicago and North Western Railway Company and the Brotherhood of Railroad Trainmen covering the application of road rules 30 and 61 and yard rule 22(a), trainmen's schedule, involving the coupling and uncoupling of hose, will, effective November 1, 1950, be interpreted to apply as follows:

At points where prior to September 1, 1949 carmen were employed during specified hours six days per week (Monday through Saturday), and subsequent to September 1, 1949 carmen were assigned but five days per week, trainmen and yardmen required to couple or uncouple hose on the sixth day during the weekday hours of assignment of the carman will be allowed one hour arbitrary therefor at pro rata rate regardless of whether such service is performed in open or closed territory.

Where it was a requirement of the railway company prior to January 1, 1949 that air hose be coupled in connection with certain movement of cars in a yard, such requirement will not be discontinued until such time as the matter has been discussed in conference by the officer in charge of personnel with the General Chairman of the Brotherhood of Railroad Trainmen and if necessary a joint check will be made on the ground to determine whether air is required in connection with such movement.

In the application of this agreement it is understood that a carman will be considered on duty during his assigned hours regardless of the fact that he may be laying off sick or for other reasons.

This supplemental memorandum agreement shall, effective November 1, 1950, become a part of the

memorandum agreement dated December 11, 1948 herein above referred to and subject to the concluding paragraph thereof.

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN:

/s/ O. G. Jones
General Chairman
/s/ J. H. Whaley
General Secretary

FOR THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY:

/s/ G. F. Stephens
Vice President in Charge
of Personnel

APPROVED:

/s/ R. J. Brooks
Deputy President, B. R. T.

Chicago, Illinois
October 26, 1950
File 5-17-179—Gen.

* * * * *

MEMORANDUM OF AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND BROTHERHOOD OF RAILROAD TRAINMEN IN RESPECT TO INTERPRETATION OF RULES 66 AND 68(a), CURRENT TRAINMEN'S SCHEDULE, EFFECTIVE JULY 1, 1944.

It is hereby agreed that effective September 1, 1947, rules 66 and 68(a), current trainmen's schedule effective July 1, 1944, will be interpreted to apply as follows:

Rule 66—When pool cars are set up or when a permanent vacancy occurs on a pool car, same will be manned on the first trip by brakemen first out on the extra list and if car remains in service for subsequent trips or vacancy continues for subsequent trips, the senior brakeman making application therefor in writing will be assigned.

Rule 68(a)—Extra trainmen will be run first-in, first-out of terminals with respect to each other. When a vacancy occurs on an assigned run, or on a pool car, extra trainmen will be used in their turn, except that at the expiration of the five day period the senior trainman making written application for the vacancy pending return of regular assignee will be assigned. Superintend-

ents will endeavor, as far as possible, to enable trainmen on the extra list to make an average mileage of not less than five hundred miles per week.

The following questions and answers exemplify the application of the above rules to pool service:

Question 1—Can a trainman with displacing rights displace a junior trainman on a temporary vacancy in pool service during the five-day period that the position is open for application?

Answer—Yes, subject to second paragraph, rule 51, and first and second paragraphs, Item 3, Rule 68(b).

Question 2—When a pool car is set up can a trainman with displacing rights take the pool car on its first trip?

Answer—No. Rule 66 provides that it will be manned on the first trip by the trainman first out on the extra board.

Question 3—Can a trainman with displacing rights place himself on a temporary vacancy on a regularly assigned pool car?

Answer—Yes, subject to the note following the first paragraph, Rule 68(b), and first and second paragraph, Item 3, Rule 68(b).

Question 4—When will a permanent vacancy in pool service under rule 66 be assigned—i.e., will it be assigned on arrival at home terminal after its first trip, or will it be assigned at the time ordered to depart from home terminal on the second trip?

Answer—At the time provided for calling trainmen, as such time may be established at various points, prior to departure from home terminal on second trip.

Question 5—When will a permanent vacancy in pool service be assigned to the senior trainman making application therefor in writing where on the first trip the car on which the vacancy exists is used in work train service out of the home terminal and does not return to the home terminal for three or four days?

Answer—The trainman first out on the extra list when the car left the home terminal on the first trip would be used in accordance with second paragraph, Rule 66,

and remain thereon until the car returned to the home terminal. The senior trainman making application for the vacancy in writing would be assigned at the time provided for calling trainmen prior to the departure from home terminal on the second trip.

Question 6—Can a trainman relinquish one pool car and take another car?

Answer—Only by making written application for a vacancy as provided in Rules 66 and 68(a).

Question 7—When can a trainman in pool service, returning to service subsequent to laying off, deadhead to an outside point to catch his car?

Answer—After the car has been away from the home terminal three days.

Question 8—Do the provisions of Section 1(a) and (b), Rule 68(b), apply to pool service?

Answer—Yes.

Question 9—In the assignment of trainmen to permanent vacancies in pool service under Rule 66, how will the vacancy be filled if no written applications are received after the first trip?

Answer—From the extra board.

Question 10—In the assignment of trainmen to temporary vacancies in pool service under rule 68(a), how will the vacancy be filled if no written applications are received after the expiration of the five-day period?

Answer—Will be filled from the extra board and rules applicable during the five-day period will apply until assigned to trainman making written application therefor.

Question 11—Can a trainman holding a regular assignment give up such assignment and exercise displacing rights in pool service?

Answer—Yes.

Question 12—Trainmen working on car in pool freight service, which car is pulled off. These trainmen, by reason of their seniority, can displace other trainmen in pool service. Can they displace junior trainmen on regular assignments?

Answer—Yes. (This cancels Question 1 and Answer thereto following Rule 93, Pages 85-86, current trainmen's schedule effective July 1, 1944.)

FOR THE EMPLOYEES:	FOR THE CHICAGO
/s/ O. G. Jones	AND NORTH WEST-
General Chairman	ERN RAILWAY COM-
	PANY:
	/s/ G. F. Stephens
	Director of Personnel

Chicago, Illinois

August 14, 1947

Cir. Letter No. S-2-505, File 2-14-146

* * * * *

INTERPRETATION OF RULE 68

Trainmen displaced from a regular assignment will be permitted to exercise their seniority on one temporary vacancy in either passenger or freight service by filing written application, after which they will be required to accept service on a regular assignment or be placed on the extra board.

Trainmen exercising displacing rights on new or vacant positions which are open for applications for the five day period will be required to make written application for same; failing to do so they will be denied the right to take further assignments under bulletin and will be required to place themselves permanently or go to the extra board.

Trainmen on discontinued assignments will be permitted to exercise displacing rights on arrival on completion of the discontinued assignment at its home terminal.

A trainman with displacing rights placing himself on a temporary vacancy and not making a trip thereon due to displacement, will not be considered as having exercised temporary displacing rights.

The first day or trip on a temporary vacancy in freight service will be filled from the extra board.

(Dir. Per. ltr. 12/21/55, file 69-2-7 and G. C. ltr. 12/28/55.)

NOTE: It is understood that the above agreed to "interpretation" of Rule 68 is subject to cancellation by

informal written notice served by either party to the other.)

INTERPRETATION OF RULES 19 AND 68.

As applied to trainmen in passenger and freight services respectively, a trainman filling a vacation vacancy will be required to take the conditions of the assignment and will be required to protect same until the assignment is due out or until the regular assignee has reported subsequent to the expiration of the vacation period. (Dir. Per. ltr. 12/21/55, file 69-2-7 and G. C. ltr. 12/28/55. **NOTE:** It is understood that the above agreed to "interpretation" of rules 19 and 68 is subject to cancellation by informal written notice served by either party to the other.)

* * * * *

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN REGARDING THE APPLICATION OF RULE 86, CURRENT TRAINMEN'S SCHEDULE.

It is hereby agreed that:

1. Trainmen on assigned runs will be considered held within calling limits in the application of rule 86, trainmen's schedule, from their regular ordering time until ordered to report for duty or until notified that their assignment is annulled, unless notified at least one hour prior to their regular ordering time that their assignment is set back.
2. If it is desired on any day to set back the ordering time, advance notice shall be given at least one hour prior to regular ordering time. The employe shall be notified at such time when he is to report for duty. In such cases the time of the trip or tour of duty shall begin at the time the employe is required, in accordance with said notice of change, to report for duty and does so report.
3. If the ordering time is set back eight hours or more (regardless of the number of setbacks) and the employe not properly notified at least one hour

prior to his regular ordering time, he will be allowed one day at minimum rate applicable to his assignment, and if held sixteen hours after the expiration of the first twenty-four hour period, will be paid as provided in the second paragraph of rule 86, trainmen's schedule.

4. If the ordering time is set back a lesser period than eight hours (regardless of the number of setbacks) computed from regular ordering time until actually reporting for duty or until notified that assignment is annulled, and is not properly notified at least one hour prior to his regular ordering time, the employe will be allowed compensation at the minimum rate applicable to his assignment from his regular ordering time, with the understanding, however, that allowances made from regular ordering time until time actually reporting for duty will not be used in computing trip time.
5. If the ordering time is set back and the employe properly so notified at least one hour prior to his regular ordering time and is subsequently further set back for a period of eight hours or more, computed from the time of the first setback until actually reporting or until notified that assignment is annulled, the employe will be allowed one day at minimum rate applicable to his assignment.
6. If the ordering time is set back and the employe properly so notified at least one hour prior to his regular ordering time and is subsequently further set back for a period of less than eight hours, computed from time of first setback until actually reporting for duty or until notified that the assignment is annulled, the employe will be allowed compensation at the minimum rate applicable to his assignment from the time of the first setback, with the understanding, however, that allowances made from time of first setback until time actually reporting for duty will not be used in computing trip time.
7. Trainmen on assigned runs required to remain within calling limits during layover period, i. e., between the time relieved from duty until the

bulletined ordering time of the next trip of their assignment, will be compensated at minimum rate applicable to their assignment as provided in Rule 86, current trainmen's schedule.

8. Trainmen in regularly assigned road service who are located within the agreed to calling limits, or who are located outside the agreed to calling limits at the terminal but who can be contacted by telephone, will be considered "within calling limits" as that term is used herein. It will be the responsibility of the trainman to have his name and telephone number on file with the caller or other proper officer.

This memorandum agreement to be effective June 1, 1952 and supersedes memorandum agreement regarding the application of rule 86, current trainmen's schedule, dated January 22, 1952.

The following examples, questions and answers will exemplify the application of this memorandum agreement to trainmen in regularly assigned service:

Example No. 1—

Regular calling time 6:00 A.M.
Bulletined ordering time 7:00 A.M.
Scheduled departing time 7:30 A.M.
Trainman notified at 6:00 A.M.
that his assignment is set back to ..10:00 A.M.
Reports at10:00 A.M.
Departs initial terminal10:30 A.M.

Allowance—

7:00 A.M. to 10:00 A.M.—No allowance.
Trip time computed from 10:00 A.M.

Example No. 2—

Same as Example No. 1, except
Trainman called at 6:00 A.M.
to report for duty at10:00 A.M.
and reports at that time.

Allowance—

7:00 A.M. to 10:00 A.M.—No allowance.
Trip time computed from 10:00 A.M.

Example No. 3—

Regular calling time 6:00 A.M.
Bulletined ordering time 7:00 A.M.
Scheduled departing time 7:30 A.M.
Trainman not notified that
run is set back.
Trainman called at 5:00 P.M.
to report for duty at 5:30 P.M.
Reports for duty at 5:30 P.M.
Departs initial terminal 6:00 P.M.

Allowance—

7:00 A.M. to 5:30 P.M.—One day at minimum rate applicable to his assignment. Trip time computed from 5:30 P.M.

Example No. 4—

Regular calling time 6:00 A.M.
Bulletined ordering time 7:00 A.M.
Scheduled departing time 7:30 A.M.
Trainman notified at 6:30 A.M.
that run is set back to 9:00 A.M.
Trainman notified at 8:00 A.M.
that run is further set back to 1:00 P.M.
Trainman called at 2:30 P.M.
to report at 3:30 P.M.
Reports for duty at 3:30 P.M.
Departs initial terminal at 4:00 P.M.

Allowance—

7:00 A.M. to 3:30 P.M.—One day at minimum rate applicable to his assignment. Trip time computed from 3:30 P.M.

Example No. 5—

Regular calling time 6:00 A.M.
Bulletined ordering time 7:00 A.M.
Scheduled departing time 7:30 A.M.
Trainman called at 2:30 P.M.
to report for duty at 3:30 P.M.
Reports for duty at 3:30 P.M.
Departs initial terminal 4:00 P.M.

Allowance—

7:00 A.M. to 3:30 P.M.—One day at minimum rate applicable to his assignment. Trip time computed from 3:30 P.M.

Example No. 6—

Regular calling time 6:00 A.M.
Bulletined ordering time 7:00 A.M.
Scheduled departing time 7:30 A.M.
Trainman notified at 6:30 A.M.
that run is set back to 9:00 A.M.
Trainman notified at 8:00 A.M.
that run is further set back to 11:00 A.M.
Trainman called at 1:30 P.M.
to report for duty at 2:30 P.M.
Reports for duty at 2:30 P.M.
Departs initial terminal at 3:00 P.M.

Allowance—

7:00 A.M. to 2:30 P.M.—7 hours and 30 minutes at the minimum rate applicable to his assignment. Trip time computed from 2:30 P.M.

Example No. 7—

Regular calling time 6:00 A.M.
Bulletined ordering time 7:00 A.M.
Scheduled departing time 7:30 A.M.
Trainman called at 1:30 P.M.
to report for duty at 2:30 P.M.
Reports for duty at 2:30 P.M.
Departs initial terminal 3:00 P.M.

Allowance—

7:00 A.M. to 2:30 P.M.—7 hours and 30 minutes at the minimum rate applicable to his assignment. Trip time computed from 2:30 P.M.

Example No. 8—

Regular calling time 6:00 A.M.
Bulletined ordering time 7:00 A.M.
Scheduled departing time 7:30 A.M.
Trainman notified at 10:00 A.M.
that assignment is annulled.

Allowance—

7:00 A.M. to 10:00 A.M.—3 hours at minimum rate applicable to his assignment.

Example No. 9—

Regular calling time 6:00 A.M.
Bulletined ordering time 7:00 A.M.
Scheduled departing time 7:30 A.M.

Trainman notified at 6:00 A.M.
 that his assignment is set back to .. 9:00 A.M.
 Trainman notified at 8:00 A.M.
 that assignment is further set
 back to 6:00 P.M.
 Trainman called at 5:00 P.M.
 to report for duty at 6:00 P.M.
 Reports for duty at 6:00 P.M.
 Departs initial terminal at 6:30 P.M.

Allowance—

7:00 A.M. to 9:00 A.M.—No allowance.
 9:00 A.M. to 6:00 P.M.—One day at minimum
 rate applicable to his assignment. Trip time
 computed from 6:00 P.M.

Example No. 10—

Same as Example No. 9, except
 Trainman notified at 5:00 P.M.
 that assignment is annulled.

Allowance—

7:00 A.M. to 9:00 A.M.—No allowance.
 9:00 A.M. to 5:00 P.M.—One day at minimum
 rate applicable to his assignment.

Example No. 11—

Regular calling time 6:00 A.M.
 Bulletined ordering time 7:00 A.M.
 Scheduled departing time 7:30 A.M.
 Trainman notified at 6:00 A.M.
 that his assignment is set back to.. 3:30 P.M.
 Trainman called to report for duty at. 12:30 A.M.
 Reports for duty at 12:30 A.M.
 Departs initial terminal at 1:00 A.M.

Allowance—

7:00 A.M. to 3:30 P.M.—No allowance.
 3:30 P.M. to 12:30 A.M.—One day at minimum
 rate applicable to his assignment. Trip time
 computed from 12:30 A.M.

Example No. 12—

Regular calling time 6:00 A.M.
 Bulletined ordering time 7:00 A.M.
 Scheduled departing time 7:30 A.M.

Trainman notified at 6:00 A.M.
that assignment is set back to 9:00 A.M.
Trainman called to report for duty at 11:00 A.M.
Reports for duty at 11:00 A.M.
Departs initial terminal at 11:30 A.M.

Allowance—

7:00 A. M. to 9:00 A. M.—No allowance
9:00 A. M. to 11:00 A. M.—Two hours at minimum rate applicable to his assignment. Trip time computed from 11:00 A.M.

Example No. 13—

Regular calling time..... 6:00 A.M.
Bulletined ordering time..... 7:00 A.M.
Scheduled departing time..... 7:30 A.M.
Trainman notified at..... 6:00 A.M.
that assignment is set back to.... 9:00 A.M.
Trainman notified at..... 8:00 A.M.
that assignment is further set
back to 11:00 A.M.
Trainman called at 10:00 A.M.
to report for duty at..... 11:00 A.M.
Reports for duty at..... 11:00 A.M.
Departs initial terminal at..... 11:30 A.M.

Allowance—

7:00 A. M. to 9:00 A. M.—No allowance.
9:00 A. M. to 11:00 A. M.—Two hours at minimum rate applicable to his assignment. Trip time computed from 11:00 A.M.

Example No. 14—

Regular calling time..... 6:00 A.M.
Bulletined ordering time..... 7:00 A.M.
Scheduled departing time..... 7:30 A.M.
Trainmen (A) and (B) notified at... 6:00 A.M.
that assignment is set back to.... 8:30 A.M.
Trainman (A) notified at..... 10:00 A.M.
that he is set up and called for
other than his regular assignment
with another crew and departs
initial terminal at..... 11:00 A.M.
Regular trainman (B) ordered to report for duty on regular assignment at..... 11:30 A.M.

Extra trainman (C) ordered to report
for duty in place of trainman (A)
at11:30 A.M.
Trainmen (B) and (C) depart initial
terminal at.....12:00 noon

Allowance—

Trainman (A)—7:00 A.M. to 8:30 A.M.—No allowance. 8:30 A.M. to 10:00 A.M.—One hour and thirty minutes at minimum rate applicable to his regular assignment as brakeman. Trip time as conductor computed from 11:00 A.M.

Trainman (B)—7:00 A.M. to 8:30 A.M.—No allowance. 8:30 A.M. to 11:30 A.M.—Three hours at minimum rate applicable to his regular assignment. Trip time computed from 11:30 A.M.

Trainman (C)—Trip time computed from 11:30 A.M.

Example No. 15—

Regular calling time..... 6:00 A.M.
Bulletined ordering time..... 7:00 A.M.
Scheduled departing time..... 7:30 A.M.
A reasonable effort made one hour
prior to..... 7:00 A.M.
to notify trainman that his run is
set back to..... 9:00 A.M.
but trainman not available and
could not be contacted.
Trainman showed up at..... 7:00 A.M.
at which time he was so notified.
Reports for duty at..... 9:00 A.M.
Departs initial terminal at..... 9:30 A.M.

Allowance—

7:00 A.M. to 9:00 A.M.—No allowance.
Trip time computed from 9:00 A.M.

Example No. 16—

Regular calling time..... 6:00 A.M.
Bulletined ordering time..... 7:00 A.M.
Scheduled departing time..... 7:30 A.M.
Trainman notified at..... 6:00 A.M.
that run is set back to.....10:00 A.M.

Trainman notified at or prior to....10:00 A.M.
that assignment is annulled.

Allowance—

No allowance.

Example No. 17—

Regular calling time..... 6:00 A.M.
Bulletined ordering time..... 7:00 A.M.
Scheduled departing time..... 7:30 A.M.
Trainman notified at.....6:00 A.M.
that assignment is set back to..... 9:00 A.M.
Trainman notified at..... 8:00 A.M.
that assignment is further set back
to11:00 A.M.
Trainman notified at.....11:00 A.M.
that assignment is annulled.

Allowance—

7:00 A.M. to 9:00 A.M.—No allowance.

9:00 A.M. to 11:00 A.M.—Two hours at minimum rate applicable to his regular assignment.

Example No. 18—

Same as Example No. 17, except trainman notified at 10:00 A.M. that assignment is annulled.

Allowance—

7:00 A.M. to 9:00 A.M.—No allowance.

9:00 A.M. to 10:00 A.M.—One hour at minimum rate applicable to his assignment.

Example No. 19—

Regular calling time 6:00 A.M.
Bulletined ordering time 7:00 A.M.
Scheduled departing time 7:30 A.M.
Trainman notified at 6:00 A.M.
that assignment is set back to..... 1:00 P.M.
Trainman called at 9:00 A.M.
to report for his assignment at10:00 A.M.
Trainman reports and departs initial
terminal at10:30 A.M.

Allowance—

While trainman would not be required to hold himself available for a call until 12:00 noon, or one hour before setback time, he could be

called for his run prior to the setback time if he could be contacted. Trip time computed from 10:00 A.M. No allowance 7:00 A. M. to 10:00 A.M.

Example No. 20—

Same as Example No. 19, except trainman could not be contacted at 9:00 A.M. and an extra trainman called in his place.

Allowance—

Trip time for the extra trainman who was called and reported for the run at 10:00 A.M. would be computed from 10:00 A.M. The regularly assigned trainman who missed the call would be compensated the miles of his assignment.

Example No. 21—

Regular calling time 6:00 A.M.
Bulletined ordering time 7:00 A.M.
Scheduled departing time 7:30 A.M.
Trainman is notified at 6:00 A.M.
that assignment is set back indefinitely.
Trainman called at10:00 A.M.
to report for duty at11:00 A.M.
Reports and departs initial terminal
at11:30 A.M.

Allowance—

7:00 A.M. to 11:00 A.M.—Four hours at minimum rate applicable to regular assignment account failure to specify definite setback time. Trip time computed from 11:00 A.M.

Question 1—Is rule 86, trainmen's schedule, and this memorandum agreement applicable to trainmen in regularly assigned passenger service?

Answer—Yes.

Question 2—Is rule 86, trainmen's schedule, and this memorandum agreement applicable at the home terminal as well as at the away-from-home terminal?

Answer—Yes.

Question 3—Under any circumstances, will trainmen receive dual compensation for time at the initial terminal,

i.e., initial terminal duty time under rule 9, initial terminal delay time under rule 10, or Article 5 of the Interim Agreement of May 25, 1951, and compensation under rule 86 for the same period of time?

Answer—No.

Question 4—Do the provisions of this memorandum agreement in any manner modify or nullify the provisions of rule 79 or other rules, trainmen's schedule, or understandings or practices thereunder?

Answer—No.

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN:

/s/ J. H. Whaley

General Chairman

/s/ C. G. Winans

Vice General Chairman

/s/ H. J. Craine

General Secretary

FOR THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY:

/s/ G. F. Stephens

Vice President in Charge of Personnel

Chicago, Illinois

April 14, 1952

File 1-16B-333—Gen.

* * * * *

SUPPLEMENTAL MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN REGARDING THE APPLICATION OF RULE 86, CURRENT TRAINMEN'S SCHEDULE.

The following questions and answers are hereby agreed to, effective November 1, 1952, to supplement Questions 1 to 4, inclusive, and Answers thereto, of memorandum agreement between the Chicago and North Western Railway Company and the Brotherhood of Railroad Trainmen regarding the application of rule 86, current trainmen's schedule:

Question 5—Does the term "ordering time" as used herein refer to the time trainmen are required to report for duty?

Answer—Yes.

Question 6—Can time allowed under rule 86 be used to make up monthly guarantee?

Answer—Yes.

Question 7—Can the time allowed under rule 86 be used to make up daily average earnings guarantee in passenger service?

Answer—No.

Question 8—Can time allowed under rule 86 be used to make up basic day?

Answer—No.

Question 9—Can an assignment be set back indefinitely without specifying a definite time?

Answer—No, a definite set back time must be specified.

Question 10—When a trainman is notified that his assignment is set back to a specific time, is such notification to be considered as a call for service at the set-back time specified?

Answer—If the time of such notification is more than the regular advance calling time in advance of the set back time, such notification will not be considered a call unless agreed to by the trainman and caller.

FOR THE BROTHER-
HOOD OF RAILROAD
TRAINMEN:

/s/ J. H. Whaley
General Chairman
/s/ C. G. Winans
Vice General Chairman
/s/ H. J. Craine
General Secretary

FOR THE CHICAGO
AND NORTH WEST-
ERN RAILWAY COM-
PANY:

/s/ G. F. Stephens
Vice President in Charge
of Personnel

Chicago, Illinois
October 15, 1952
File 1-16B-333—Gen.

INTERPRETATION OF RULE 93.

When a freight trainman who qualifies for passenger service but later does not wish to take temporary vacancies therein, he must notify the company in writing that he does not wish to be called for temporary passenger service, which notice will be effective for a thirty-day period. This interpretation not to conflict with the six-day clause in Rule 19(a). (Dir. Per. ltr. 12/2/49, file 69-1-48. Note: It is understood that the above agreed to "interpretation" of Rule 93 is subject to cancellation by informal written notice served by either party to the other.)

* * * * *

FIRST CLASS YARDS AS OF NOVEMBER 16, 1922, AS REFERRED TO IN YARD RULE 9.

<u>Division</u>	<u>Yard</u>
Galena	Belvidere California Avenue South Pekin
Iowa	Clinton Cedar Rapids Belle Plaine Des Moines Boone Missouri Valley Council Bluffs
Wisconsin	Milwaukee Janesville Erie Street Adams Butler Winona
Lake Shore	North Fond du Lac Green Bay Ashland Train Yard Escanaba Freight Yard
Nebraska	Norfolk
Black Hills	Casper
Chicago Freight Terminal Div.	All Yards

**TABLE SHOWING TIME AND ONE-HALF FOR OVERTIME
(18¾ MILE PER HOUR) EXPRESSED IN MILES,
FROM 3 MINUTES TO 8 HOURS INCLUSIVE
FOR INFORMATION AND READY
REFERENCE ONLY**

OVER TIME	MILES	OVER TIME	MILES	OVER TIME	MILES	OVER TIME	MILES
3	1	2:11	41	4:19	81	6:27	121
6	2	2:14	42	4:22	82	6:30	122
10	3	2:18	43	4:26	83	6:34	123
12	4	2:21	44	4:29	84	6:37	124
16	5	2:24	45	4:32	85	6:40	125
19	6	2:27	46	4:35	86	6:43	126
22	7	2:30	47	4:38	87	6:46	127
26	8	2:34	48	4:42	88	6:50	128
29	9	2:37	49	4:45	89	6:53	129
32	10	2:40	50	4:48	90	6:56	130
35	11	2:43	51	4:51	91	6:59	131
38	12	2:46	52	4:54	92	7:02	132
42	13	2:50	53	4:58	93	7:06	133
45	14	2:53	54	5:01	94	7:09	134
48	15	2:56	55	5:04	95	7:12	135
51	16	2:59	56	5:07	96	7:15	136
54	17	3:02	57	5:10	97	7:18	137
58	18	3:06	58	5:14	98	7:22	138
1:01	19	3:09	59	5:17	99	7:25	139
1:04	20	3:12	60	5:20	100	7:28	140
1:07	21	3:15	61	5:23	101	7:31	141
1:10	22	3:18	62	5:26	102	7:34	142
1:14	23	3:22	63	5:30	103	7:38	143
1:17	24	3:25	64	5:33	104	7:41	144
1:20	25	3:28	65	5:36	105	7:44	145
1:23	26	3:31	66	5:39	106	7:47	146
1:26	27	3:34	67	5:42	107	7:50	147
1:30	28	3:38	68	5:46	108	7:54	148
1:33	29	3:41	69	5:49	109	7:57	149
1:36	30	3:44	70	5:52	110	8:00	150
1:39	31	3:47	71	5:55	111		
1:42	32	3:50	72	5:58	112		
1:46	33	3:54	73	6:02	113		
1:49	34	3:57	74	6:05	114		
1:52	35	4:00	75	6:08	115		
1:55	36	4:03	76	6:11	116		
1:58	37	4:06	77	6:14	117		
2:02	38	4:10	78	6:18	118		
2:05	39	4:13	79	6:21	119		
2:08	40	4:16	80	6:24	120		

**TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES
ON RUNS 100 MILES TO 199 MILES IN LENGTH ON
SPEED BASIS OF 12½ MILES PER HOUR**

MILES	TIME WHEN OVERTIME COMMENCES	MILES	TIME WHEN OVERTIME COMMENCES	MILES	TIME WHEN OVERTIME COMMENCES
100	8:00	134	10:43	167	13:22
101	8:05	135	10:48	168	13:26
102	8:10	136	10:53	169	13:31
103	8:14	137	10:58	170	13:36
104	8:19	138	11:02	171	13:41
105	8:24	139	11:07	172	13:46
106	8:29	140	11:12	173	13:50
107	8:34	141	11:17	174	13:55
108	8:38	142	11:22	175	14:00
109	8:43	143	11:26	176	14:05
110	8:48	144	11:31	177	14:10
111	8:53	145	11:36	178	14:14
112	8:58	146	11:41	179	14:19
113	9:02	147	11:46	180	14:24
114	9:07	148	11:50	181	14:29
115	9:12	149	11:55	182	14:34
116	9:17	150	12:00	183	14:38
117	9:22	151	12:05	184	14:43
118	9:26	152	12:10	185	14:48
119	9:31	153	12:14	186	14:53
120	9:36	154	12:19	187	14:58
121	9:41	155	12:24	188	15:02
122	9:46	156	12:29	189	15:07
123	9:50	157	12:34	190	15:12
124	9:55	158	12:38	191	15:17
125	10:00	159	12:43	192	15:22
126	10:05	160	12:48	193	15:26
127	10:10	161	12:53	194	15:31
128	10:14	162	12:58	195	15:36
129	10:19	163	13:02	196	15:41
130	10:24	164	13:07	197	15:46
131	10:29	165	13:12	198	15:50
132	10:34	166	13:17	199	15:55
133	10:38				

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