

**CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY**

RULES AND RATES OF PAY

FOR

CONDUCTORS

RULES EFFECTIVE MAY 1, 1926 AS REVISED

BASIC RATES EFFECTIVE OCTOBER 1, 1958

Form 12640

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TABLE OF CONDUCTORS' RATES
Effective July 1, 1969

Service	Daily Rate	Excess Mileage Rate	Monthly Rate	Strt. Time Rate Per Hour	Time and one-half (3/16) Rate Per Hour	All Pass-enger Over-time	Average Daily Earnings Minimum Rule 12(c)
Passenger:							
Conductor	27.26	*.1561	817.80			3.4075	28.16
Asst. Conductor or Ticket Collector-Rule 2 Rule 7 (a)	24.30	*.1401 .0964	729.00			3.0375	24.19
Though Freight – Rule 18	26.33	.2258		3.2925	4.9400		
Less than 81 cars	26.68	.2293		3.3350	5.0025		
81 to 105 cars	27.33	.2358		3.4175	5.1275		
106 to 125 cars	27.73	.2398		3.4675	5.2025		
126 to 145 cars	27.98	.2423		3.4975	5.2475		
146 to 165 cars	28.08	.2433		3.5100	5.2650		
166 cars and over	a	a					
*Wayfreight – Rule 23	26.89	.2314		3.3625	5.0450		
Less than 81 cars	27.24	.2349		3.4050	5.1075		
81 to 105 cars	27.89	.2414		3.4875	5.2325		
106 to 125 cars	28.29	.2454		3.5375	5.3075		
126 to 145 cars	28.54	.2479		3.5675	5.3525		
146 to 165 cars	28.64	.2489		3.5800	5.3700		
166 cars and over	a	a					
Piloting – Rule 68	26.33	.2258		3.2925	4.9400		
Mediation Agreement C-539			57.82				
Road-Yard Agreement							
Head End Work – Motor Cars			67.53				
Head End Work-Supervise and assist head brakeman Rule 54	28.31	.1626	101.58				

*-Includes roustabout, Rule 24; work train, Rules 53 and 57; wrecking service, Rule 57; snow plow service, Rule 58.

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

Rev. July 1969

**TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES ON RUNS
100 TO 199 MILES IN LENGTH, ON SPEED BASIS OF 12 1/2 MILES PER HOUR**

Distance	Overtime accrues after		Distance	Overtime accrues after	
Miles	Hours	Minutes	Miles	Hours	Minutes
100	8	00	150	12	00
101	8	05	151	12	05
102	8	10	152	12	10
103	8	14	153	12	14
104	8	19	154	12	19
105	8	24	155	12	24
106	8	29	156	12	29
107	8	34	157	12	34
108	8	38	158	12	38
109	8	43	159	12	43
110	8	48	160	12	48
111	8	53	161	12	53
112	8	58	162	12	58
113	9	02	163	13	02
114	9	07	164	13	07
115	9	12	165	13	12
116	9	17	166	13	17
117	9	22	167	13	22
118	9	26	168	13	26
119	9	31	169	13	31
120	9	36	170	13	36
121	9	41	171	13	41
122	9	46	172	13	46
123	9	50	173	13	50
124	9	55	174	13	55
125	10	00	175	14	00
126	10	05	176	14	05
127	10	10	177	14	10
128	10	14	178	14	14
129	10	19	179	14	19
130	10	24	180	14	24
131	10	29	181	14	29
132	10	34	182	14	34
133	10	38	183	14	38
134	10	43	184	14	43
135	10	48	185	14	48
136	10	53	186	14	53
137	10	58	187	14	58
138	11	02	188	15	02
139	11	07	189	15	07
140	11	12	190	15	12
141	11	17	191	15	17
142	11	22	192	15	22
143	11	26	193	15	26
144	11	31	194	15	31
145	11	36	195	15	36
146	11	41	196	15	41
147	11	46	197	15	46
148	11	50	198	15	50
149	11	55	199	15	55

**TABLE SHOWING TIME AND ONE-HALF FOR
OVERTIME (18 ³/₄ MILES PER HOUR) EXPRESSED IN MILES**

Overtime	Miles	Overtime	Miles	Overtime	Miles
3	1	2:43	51	5:23	101
6	2	2:46	52	5:26	102
10	3	2:50	53	5:30	103
13	4	2:53	54	5:33	104
16	5	2:56	55	5:36	105
19	6	2:59	56	5:39	106
22	7	3:02	57	5:42	107
26	8	3:06	58	5:46	108
29	9	3:09	59	5:49	109
32	10	3:12	60	5:52	110
35	11	3:15	61	5:55	111
38	12	3:18	62	5:58	112
42	13	3:22	63	6:02	113
45	14	3:25	64	6:05	114
48	15	3:28	65	6:08	115
51	16	3:31	66	6:11	116
54	17	3:34	67	6:14	117
58	18	3:38	68	6:18	118
1:01	19	3:41	69	6:21	119
1:04	20	3:44	70	6:24	120
1:07	21	3:47	71	6:27	121
1:10	22	3:50	72	6:30	122
1:14	23	3:54	73	6:34	123
1:17	24	3:57	74	6:37	124
1:20	25	4:00	75	6:40	125
1:23	26	4:03	76	6:43	126
1:26	27	4:06	77	6:46	127
1:30	28	4:10	78	6:50	128
1:33	29	4:13	79	6:53	129
1:36	30	4:16	80	6:56	130
1:39	31	4:19	81	6:59	131
1:42	32	4:22	82	7:02	132
1:46	33	4:26	83	7:06	133
1:49	34	4:29	84	7:09	134
1:52	35	4:32	85	7:12	135
1:55	36	4:35	86	7:15	136
1:58	37	4:38	87	7:18	137
2:02	38	4:42	88	7:22	138
2:05	39	4:45	89	7:25	139
2:08	40	4:48	90	7:28	140
2:11	41	4:51	91	7:31	141
2:14	42	4:54	92	7:34	142
2:18	43	4:58	93	7:38	143
2:21	44	5:01	94	7:41	144
2:24	45	5:04	95	7:44	145
2:27	46	5:07	96	7:47	146
2:30	47	5:10	97	7:50	147
2:34	48	5:14	98	7:54	148
2:37	49	5:17	99	7:57	149
2:40	50	5:20	100	8:00	150

**CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY**

**RULES AND RATES OF PAY
FOR CONDUCTORS**

**RULES EFFECTIVE MAY 1, 1928
AS REVISED
BASIC RATES EFFECTIVE JUNE 16, 1955**

Rule 1

DURATION OF AGREEMENT

The following rules will govern the pay of conductors in train service and define their rights as agreed to between the Chicago, Burlington & Quincy Railroad Company, by its officers, and the Committee of the Order of Railway Conductors and Brakemen who represent the conductors employed by this Railroad, and they will remain in effect subject to thirty days' written notice by either party.

Rule 2

PASSENGER SERVICE

ARTICLE 1. - RATES OF PAY

(a) Rates on trains propelled by steam or other motive power:

Class	Per Mile	Per Day	Per Month
Conductors	See Table of Rates—Page 1		
Assistant conductors			
Or ticket collectors			

The \$30.00 increase of decision No.2 less the \$18.00 decrease of decision 147 will be added to the higher money monthly guarantees, that is:

Assignments existing as of January 1, 1919, at rate of \$187.00 per month, and not exceeding 4,675 miles, \$221.20 per month.

Question. Is mileage basis of compensation in passenger service provided by Articles I, II and IV, mandatory?

Decision. Yes, but former higher daily or monthly rates are preserved.

Question 1. Do train auditors or ticket collectors who are not transportation employees and who have no status as such come within the provisions for ticket collectors?

Answer. No.

Question 2. Shall baggagemen, flagmen, or brakemen who assist conductors in collecting tickets and fares receive the rate provided for assistant conductors or ticket collectors?

Answer. Only where designated and classified as assistant conductors or ticket collectors.

NOTE: The extra allowance of 34c per day for baggage men handling U.S. mail will apply to other trainmen who may be assigned regularly or temporarily to that work.

For baggagemen handling mail same interpretations as now established by agreement between the railroads and the organizations in the case of like employes on the Eastern railroads will be followed, viz:

(NOTE: U. S. Mail Handling Allowance changed from 34c to 46c effective July 1, 1950, and the following Interpretations which use the December 1, 1941 Wage Rates apply to current Wage Rates.)

**INTERPRETATIONS WITH RESPECT TO
ADDITIONAL ALLOWANCE FOR BAGGAGEMEN HANDLING U. S MAIL**

Question No. 1 What is the new monthly Guarantee for Baggagemen handling sufficient Government Mail to require payment of differential of 34c per day?

Answer: The Agreement provides the following monthly rates: - Effective December 1, 1941, Baggagemen - \$191.40; effective December 1, 1941, Baggagemen handling U. S. Mail in excess of the equivalent of 3 feet of space - \$201.60.

Question No. 2. What monthly guarantees will be applied for Conductors, Assistant Conductors (Ticket Collectors), Flagmen and Brakemen who handle U. S. Mail sufficient to require payment of differential of 34c per day?

Answer:

Conductors.....	\$260.40
Ass't Conductors (Ticket Collectors).....	222.00
Brakemen and Flagmen.....	196.50

Question No. 3. What average daily earning minima are established for Passenger Conductors, Assistant Conductors (Ticket Collectors), Baggage men Flagmen and Brakemen who handle U.S. Mail sufficient to require payment of 34c per day?

Answer:

Conductors.....	\$8.98
Ass't Conductors (Ticket Collectors).....	7.70
Baggage men handling U.S. Mail.....	7.02
Flagmen and Brakemen.....	6.85

These average daily earning minima will be applied in same manner as for Baggage men handling Express.

Question No.4. Where Baggage men handle U. S Mail on certain days, and not on other days, is the minimum monthly guarantee to be allowed, \$191.40 or \$201.60?

Answer: \$191.40. Principle covered by Decision to Question No.4, Interpretation No.1, Supplement No. 25 to General Order No. 27 applies.

Question No. 5. Is the differential provided for Baggage men handling United States Mail a money differential, or should it be added to the daily rate for straight Baggage men and divided by 150 to determine the mileage rate and that rate applied to the miles paid for?

Answer: The 34c should be added to the daily rate and divided by 150 to determine the mileage rate.

Question No. 6. Brakeman handles sufficient United States Mail to require payment of 34c differential.

Does the differential apply to the Brakeman's or Baggage man's rate?

Answer: The differential applies to Brakeman's rate.

Question No. 7. To what classes does the term "Other Trainmen," used in connection with these differentials, apply?

Answer: "Other Trainmen" includes Conductors, Assistant Conductors or Ticket Collectors, Flagmen and Brakemen paid passenger rates and assigned to handle U.S. Mail where Baggage men are not provided to handle mail

Question No.8. If under schedule rules Baggage man, who handles sufficient United States Mail to require payment of 34c differential, does other work which requires payment of local freight brakeman's rate for the entire day, is the employee entitled to the 34c differential over the local freight brakeman's rate?

Answer: No, as the local freight brakeman's rate is higher than the Baggage man's rate plus the differential.

Question No. 9. Brakeman or Baggage man on a mixed train is paid through freight rate of \$6.35 per day. If Brakeman or Baggage man 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 \$6.69 that amount will be paid. Overtime rate will be 3-16 of \$6.35.

NOTE: See Appendix, page 71.

Question No. 10. Is it contemplated that conductor, particularly on gas rail cars, or ticket collectors, be paid the differential for handling United States Mail?

Answer: Covered by Answer to No, 7.

Question No. 11. On four days a week the head Brakeman on an assignment works with the Baggage man 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 Baggage man's rate on the days he assisted the Baggage man. What should be paid the two men on these four days under the Agreement?

Answer: Baggage man will receive the differential when the volume of mail handled entitles him thereto, no change required in basis of pay for Brakeman.

Question No. 12. 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 Baggage man from the differential?

Answer:

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

Question No. 13. Middle Brakeman and Flagman render assistance to Baggage man in handling United States 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 employees entitled to a differential of 34c per day?

Answer: Baggage man only.

Question No. 14. If more than 50 pieces of mail are handled between any two points in less than 3 feet, should arbitrary be allowed?

Answer: One hundred outside packages or parcels are the equivalent of 50 sacks. Therefore, Baggage men would have to handle in volume between two points in excess of 50 sacks or the equivalent in outside packages or parcels, to be entitled to differential. (Interpretation effective April 1, 1942.)

Question No. 15. Baggage man starts out of terminal and at station "A" receives 52 pieces of mail and 20 sacks. Under the schedule of space units authorized April 1, 1942, this is the equivalent of 46 sacks of mail. In this particular instance would the Baggage man be entitled to the differential?

Answer: No, because the number of pieces and sacks combined do not exceed equivalent of three feet or fifty sacks.

Question No. 16. 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 50 sacks and it was not necessary to sort or handle in excess of 50 sacks between any two points.

Does differential apply?

Answer: Yes, as the number of sacks handled (65 sacks) exceeded in volume between two points, 50 sacks.

Question No. 17. 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 two points, more than 50 sacks, which he was required to handle.

Question No. 18. 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 108 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; he unloaded 12 at "C", and received 10 which remained in the car with the other 108 sacks when he left it at his final

terminal. During his trip he did not handle the 108 sacks which were in the car when he boarded it.

Is Baggage man entitled to a differential of 34c in excess of the straight Baggage man's rate?

Answer: No.

Question No. 19. 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 Baggage man's rate to men engaged in performing this work.

How should the Agreement be applied?

Answer: Differential does not apply as only mail is handled - payment of Baggage man's rate to the Brakeman not affected.

Question No. 20. Two baggage cars are provided with Baggage master in charge of each car; one Baggage master handles baggage exclusively, the other Baggage master handles mail exclusively. Under what circumstances would either of these Baggage masters receive the differential?

Answer: The differential would apply when the Baggage master assigned to handle the baggage has to handle over-flow mail in excess of 3 feet or its equivalent. If the Baggage master, assigned to the car handling mail exclusively, handles baggage, the differential would also apply to him.

Question No. 21. Baggage is handled in a baggage car and also in a combination car. The Baggage man handles baggage and U. S. Mail in baggage car. Baggage in the combination car is handled by the Assistant Conductor (Ticket Collector) or head brakeman.

If over-flow U. S. Mail from the Baggage car is handled in the combination car, would the Assistant Conductor (Ticket Collector) or Head Brakeman be entitled to the differential for handling U. S. Mail, if sufficient volume is handled?

Answer: Yes.

Question No. 22. Some baggage men are required to assist in loading U.S. Mail into baggage car of train upon which they do not run. More than 50 sacks or its equivalent are loaded. Does this constitute "handling" which entitles men to differential rate?

Answer: Not covered by the Agreement.

Question No. 23. If more than 3 feet of space is required to hold less than 50 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 Baggage man exceeds in volume, between two points, 50 sacks or its equivalent in outside packages (100) to be entitled to the additional 34c per day.

(NOTE: The number of sacks and outside packages constituting 3 linear feet of space is determined by Post Office Dept. tests conducted biennially. The last test effective April 1, 1954, stated the railway mail count in terms of pieces instead of the mixed count of parcels and sacks. Each pouch, sack and outside parcel is counted as one piece. Forty-seven (47) pieces constitute a 3-foot unit.)

Article II Basic Day.

One hundred and fifty (150) miles or less (straightaway or turn-around) shall constitute a day's work. Miles in excess of 150 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.

**Rule 3
(Information Only)**

**ILLINOIS DISTRICT, AURORA DIVISION
PASSENGER RUNS**

RUNS		Miles Run	Number
FROM	TO		
Chicago	Burlington	205.6	14
Chicago	Quincy	262.3	3
Chicago (Trains 41, 42)	Savanna (Daily, except Sunday)	144.8	2
Chicago (Trains 47, 48, 51, 52)	Savanna 49, 50)	144.8	5
Chicago	Galesburg (daily)	162.5	2
Chicago	Mendota and return (Local)	165.6	2
Rochelle (2 round trips per day) If station switching is performed way freight rate.	Rockford at Rochelle, it will be paid for at	105.2	1
Sterling	Shabbona and return	94.4	1
Aurora	Rockford and return	144.2	1
Clinton	Mendota	128.2	1
Mendota	Galesburg and return	159.4	2
Streator	Aurora and return Walnut and return Aurora and return	239.4	1
Shabbona (Milk Run)	Chicago	120.0	2
		131.2	1

**ILLINOIS DISTRICT, GALESBURG DIVISION
PASSENGER RUNS**

RUNS		Miles Run	Number
FROM	TO		
Galesburg (Trains 3, 6, 9, 4, 7, 16, 11	Quincy and 10.)	99.8	5
Galesburg (Trains 56, 179 and	Peoria, Burlington and Galesburg 178.)	191.8	3
Galesburg (Trains 178, 1, 10, and	Peoria and return 11.)	105.6	3
Galesburg	Burlington, via Galva and Kiethsburg and return	219.2	1
Buda	Rushville and return	219.4	1
Rock Island	Savanna and return	118.6	2
Galesburg	Rusheville and return via Rio and Vermont	194.8	1
Sterling	Barstow-Rock Island	186.4	1

**ILLINOIS DISTRICT, LA CROSSE DIVISION
PASSENGER RUNS**

RUNS		Miles Run	Number
FROM	TO		
Minneapolis	Savanna	296.4	10
St. Paul	Savanna	285.7	10
St. Paul Half-day allowed extra	Pullman Avenue each Saturday account additional trip.		1

**ILLINOIS DISTRICT, BEARDSTOWN DIVISION
PASSENGER RUNS**

RUNS		Miles Run	Number
FROM	TO		
St. Louis	Rock Island	262.5	6
Beardstown	Davenport, via Rio and Galesburg	163.5	2
Davenport	Beardstown, via Galesburg and Monmouth	146.3	
Beardstown	Litchfield	261.6	
Litchfield	Concord	261.6	
Concord	Centralia	261.6	
Centralia	Beardstown	135	
Herrin	Centralia, via West Franfort	119	1

**IOWA DISTRICT, BURLINGTON DIVISION
PASSENGER RUNS**

RUNS		Miles Run	Number
FROM	TO		
Burlington	Quincy and return	144.4	2
Fort Madison	Ottumwa and return	139.2	1
Ottumwa	Des Moines and return (Daily.)	184.2	1
Albia	Des Moines and return (Daily, except Sunday.)	136.0	1
Burlington	Oskaloosa and return	209.4	1
Winfield	Washington, Burlington and return	142.0	1

**IOWA DISTRICT, OTTUMWA DIVISION
PASSENGER RUNS**

RUNS		Miles Run	Number
FROM	TO		
Burlington	Ottumwa and return (Local.	148.4	1
Burlington	Creston (Local)	187.5	2
Burlington (Trains 1, 2, 9, and 4.	Pacific Jct. (Through) Omaha	269.6 290.4	6 6
Burlington (Trains 3, 6, 5, and 12.	Omaha, via Co. Bluffs Omaha, via Plattsmouth	290.4 295.2	6
Chariton (2 round trips daily, ex-	Indianola cept Sunday)	132.8	1
Des Moines	Cainsville	110.6	3
	Mt. Ayr	122.1	3
	Osceola	57.3	3

**IOWA DISTRICT, CRESTON DIVISION
PASSENGER RUNS**

RUNS		Miles Run	Number
FROM	TO		
Creston	Omaha and return	205.8	1
Creston	St. Joseph	104.1	3
Creston Two trips.	Cumberland and return	188.8	1

IOWA DISTRICT, CENTERVILLE DIVISION

PASSENGER RUNS

RUNS		Miles Run	Number
FROM	TO		
Burlington Carrollton	Carrollton, via Viele Burlington, via Viele	220.8 220.8	2
Keokuk (Train 1.)	Shenandoah, one day	244.4	4 Conduc- tors pooled
Shenandoah Red Oak Shenandoah (Trains 6, 11, and 2.)	Red Oak) Shenandoah) one day Keokuk)	282.0	
Keokuk (Train 3.)	Centerville, one day	89.6	
Centerville Humeston (Trains 3 and 4.)	Humeston) one day Keokuk)	172.2	
Keokuk (Train 5.)	Centerville, Sunday	89.6	
Centerville (Trains 6.)	Keokuk, Sunday	89.6	
Humeston	Shenandoah	227	1
Sedan Sunday only – Trains 11	Elmer and return and 12 – I. & St. L.	104	1
Centerville	Carrollton	247.4	1

MISSOURI DISTRICT, HANNIBAL DIVISION

PASSENGER RUNS

RUNS		Miles Run	Number
FROM	TO		
Burlington	St. Louis	220.9	8
Hannibal	Burlington via Quincy and return	202.4	1
St. Louis	St. Joseph, via Hannibal	326.0	6
St. Louis 3 C. B. & Q. Conductors. 5 C. & A. Conductors.	Kansas City via Mexico	280.0	3

**MISSOURI DISTRICT, BROOKFIELD DIVISION
PASSENGER RUNS**

RUNS		Miles Run	Number
FROM	TO		
Quincy (Trains 55, 56, 3,	Kansas City and 4.)	225.9	5
Brookfield Crews dead-head daily St. Brookfield to Hannibal.	Hannibal and St. Joseph Joseph to Brookfield, and Sunday	206.3	2
Brookfield (Daily, except Sunday.)	Kansas City and return	243.6	1
Cameron Jct. Cameron Jct.	St. Joseph and return Kansas City and return	178.0	2
Hannibal	Palmyra Jct., and Quincy	87.6	1

**MISSOURI DISTRICT, ST. JOSEPH DIVISION
PASSENGER RUNS**

RUNS		Miles Run	Number
FROM	TO		
Kansas City	St. Joseph and return	124.8	3
St. Joseph	Omaha	132.0	
Kansas City	Omaha	195.8	5
Kansas City	St. Joseph and return	124.8	4
Villisca	St. Joseph, via Bigelow and return	213.0	1
Chariton	St. Joseph, via Bethany	143.6	4
Chariton	St. Joseph, via Grant City	161.3	4
St. Joseph	Lincoln	147.4	
Clarinda (Sunday	Villisca only)		
Davis City	Albany (Daily.)	100.4	1
Albany (Sunday	Togo only)	134.2	1
Napier	Villisca	156.6	1
Clarinda	Villisca	141.7	1
Villisca	Bigelow, via Burlington Jct.	141.7	
Bigelow (Trains 47, Ex. 56 and 49.) Switching at Clarinda will	Clarinda, via Corning be paid for at way-freight rate.	141.7	
Clarinda	Bigelow, via Corning	141.7	1
Bigelow	Villisca, via Burlington Jct.	141.7	
Villisca (Trains 50, 55, 89, and Switching at Clarinda will	Clarinda 48.) be paid for at way-freight rate	141.7	

Station switching at Villisca by St. Joseph Division crews will be paid for at way-freight rates.

**NEBRASKA DISTRICT, OMAHA DIVISION
PASSENGER RUNS**

RUNS		Miles Run
FROM	TO	
Hastings	Pacific Jct.	176.9
Hastings	Omaha	151.3
Sioux City	O'Neill	130.2
Lincoln	Pacific Jct., via Omaha	80.4
Lincoln	Omaha and return	109.5
Schuyler	Omaha and return	186.3
Lincoln	Sioux City	133.5

**NEBRASKA DISTRICT, LINCOLN DIVISION
PASSENGER RUNS**

RUNS		Miles Run
FROM	TO	
Hastings	Pacific Jct.	176.9
Hastings	Omaha	151.3
Lincoln	Ravenna	127.7
Lincoln	Hastings and return	193.1
Sargent	Aurora and return	217.3
Lincoln	Columbus and return	141.2
Stromburg	Alma	151.9
Palmer	Burwell and return	137.6
Kearney	Aurora and return	135.1

**NEBRASKA DISTRICT, WYMORE DIVISION
PASSENGER RUNS**

RUNS		Miles Run
FROM	TO	
St. Joseph	Red Cloud	229.4
St. Joseph	Lincoln	146.0
Wymore	Concordia	143.5
Beatrice-Lincoln	Wymore	125.2
Nebraska City	Edgar	164.8
Lincoln Daily Train	Wymore	125.2
Chester	McCool	111.2
Edgar	Holdrege	161.2
Falls City	Lincoln	110.1

**NEBRASKA DISTRICT, McCOOK DIVISION
PASSENGER RUNS**

RUNS		Miles Run
FROM	TO	
McCook	Hastings	131.7
McCook	Red Cloud	118.2
McCook	Denver	254.4
Republican	Oberlin	155.6
Red Cloud	Hastings and return	82.5
Denver One round trip.	Lyons	96.6
Denver	Alliance	238.3
Denver Two round trips.	Lyons and return	193.2
St. Francis	Oxford	146.2
McCook	Imperial	120.5

**WYOMING DISTRICT, STERLING DIVISION
PASSENGER RUNS**

RUNS		Miles Run
FROM	TO	
Holdrege	Sterling	229.6
Alliance	Denver	238.3
Alliance	Casper	236
Bridgeport	Morrill	98.5

**WYOMING DISTRICT, ALLIANCE DIVISION
PASSENGER RUNS**

RUNS		Miles Run
FROM	TO	
Ravenna	Alliance	237.8
Alliance	Deadwood	217.5
Alliance	Edgemont	110.6
Ravenna	Alliance	237.8
Ravenna	Seneca	129.9

**WYOMING DISTRICT, SHERIDAN DIVISION
PASSENGER RUNS**

RUNS		Miles Run
FROM	TO	
Edgemont	Billings	365.2

**WYOMING DISTRICT, CASPER DIVISION
PASSENGER RUNS**

RUNS		Miles Run
FROM	TO	
Billings	Casper	328.8
Casper	Cheyenne	222
Alliance	Casper	236

Rules 4 and 5

(Blank)

Rule 6

OVERTIME

(a) Conductors 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 8 hours (computed on each run from the time required to report for duty to the end of that run) within 9 consecutive hours; and also for all time in excess of 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.

(This paragraph (a) as revised became effective January 1, 1948.)

(b) Conductors on other passenger runs shall be paid overtime on a speed basis of 20 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 (7) hours and thirty (30) minutes from time of first reporting for duty. (See Note A.)

(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.

NOTE A:

Question 1. Will it be permissible for the management to definitely assign crews on the basis of a minimum day in each direction?

Answer: Yes (in accordance with decisions of Commission of Eight and Arbitration Boards).

(d) Where incidental service has been permissible under the schedules or the practices of individual roads, time consumed in such incidental or additional service and paid for separately should not be included in calculating time under the 8 within 9 hour rule.

(e) When required for duty more than one hour before schedule leaving time or more than 30 minutes after arrival at a terminal, for special duty, a passenger conductor will be paid overtime rates for full time held, less 30 minutes.

INITIAL TERMINAL DELAY - PASSENGER SERVICE

(a) Initial terminal delay shall be paid on a minute basis to Conductors in passenger service for all time in excess of sixty (60) minutes computed from the time of reporting for duty up to the time the train leaves the terminal ("terminal" means passenger station or other starting point from which the train actually departs), at one-eighth (1/8th) of the basic daily rate, in addition to the full mileage, with the understanding 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.

Where mileage is allowed between the point of reporting and the point of departure, each mile so allowed will extend by three (3) minutes the sixty (60) minute period 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 composed on only the first trip of the tour of duty.

(Paragraphs (a), (b) and (c) last above became effective October 1,1952.)

NOTE: See Appendix, pages 71 to 73.

Rule 7

FREIGHT CARS IN PASSENGER TRAINS

(a) If it is necessary to handle freight cars in a passenger train, conductor will receive ()* cents per mile for the distance such freight cars are handled, in addition to his regular pay. Payment under this paragraph cannot be used to make up a guarantee.

NOTE: See Appendix, pages 71 to 73, 75 to 77.

DETOURS

(b) Passenger conductors will be paid for detours of passenger trains for the additional mileage made over the regular mileage called for by their assignment, at through freight rates, that is, conductor will receive his regular pay for the assigned trip and through freight rates for mileage made in excess of his assigned mileage. It is understood that there will be no double payment through a combination of Rule 6 with this rule.

Rule 8

SPECIAL OR EXTRA PASSENGER SERVICE

(a) Passenger conductors used in special or extra passenger service will be paid through freight rates, 100 miles or less, 8 hours or less, to constitute a day; overtime at 3-16 of the daily rate.

Payment will be made under Rules 2 and 6 when making up passenger guarantee, as per Rule 12.

(b) Freight conductors used in a special or extra passenger service will be paid through freight rates, 100 miles or less, 8 hours or less, to constitute a day, overtime at 3-16 of the daily rate.

(c) When a freight crew is required to run a passenger train, should any member of the crew not be used, he shall be paid the same as he would have earned had he made the trip, but may be used in any class of train service during the time so held.

*See Table of Rates, Page 1.

(d) When Sections (a) and (b) are applicable, special or extra passenger runs, the single trip of which is less than 100 miles may be operated as turnarounds on the basis of actual miles run, 100 miles or less, 8 hours or less to constitute a day, overtime at 3/16 of the daily rate. Rule 19 to apply at end of day's service if the day's service is less than 100 miles or 8 hours.

If conductor is released from duty at turnaround point, or single trip is 100 miles or more, he will be paid on the basis of single trip each way.

Conductor will be notified when called for runs, the single trip of which is less than 100 miles, whether he is on the basis of turnaround or single trip each way.

(e) On runs of less than 100 miles paid under Rules 8-a or 8-b, Rule 33 will not apply.

On runs of 100 miles or more paid under Rules 8-a or 8-b, Rule 33 will apply at final terminal if entire train consists of deadhead passenger equipment or if troop train also handles ordnance material or stock in freight cars, but Rule 33 will not apply to straight special or extra passenger service. A troop train handling no ordnance material or stock in freight cars is to be considered "straight special or extra passenger service." If empty passenger equipment is run part way over a division and passengers handled from that point into a terminal, or vice versa, Rule 33 will apply only at the final terminal at which empty equipment arrives.

NOTE: See Appendix, pages 77-78.

Rule 9

NOT REQUIRED ON LAY-OVER DAYS

Passenger conductors will not be required for service on lay-over days when it is possible to avoid it, except as provided in Rule 12.

Rule 10

FREIGHT CONDUCTORS ON PASSENGER TRAINS

When a passenger conductor is relieved over a portion of his run by a freight conductor, through freight pay will be allowed, with a minimum of 100 miles or 8 hours.

If a freight conductor relieves a regular passenger conductor for an entire trip, passenger rates will apply.

Where an entire freight crew is used, they will not be run through their regular freight terminal.

Rule 11

PASSENGER MEN NOT USED

IN FREIGHT SERVICE

Conductors assigned to regular or extra passenger service will not be used in freight service or work train service, except in case of necessity. Passenger conductors cannot be used in freight or work train service to make up passenger guarantee.

Rule 12

GUARANTEES

(a) Regularly assigned passenger conductors 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 Section (a) of Rule 2, 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 1 hour. Extra service before or after the completion of a day's work will pay not less than the minimum day.

**"The mileage and daily bases of the order shall be applied, but the earnings produced thereby shall be not less than the former compensations calculated on the bases formerly in effect." See decision Q. 7 in Inter. I to Sup. 25.*

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

(b) When a regularly assigned passenger man lays off of his own accord or is held out of service, the extra man will receive the same compensation the regular man would have received, and the amount paid the extra man, or men, will be deducted from the amount the regular man would have received had he remained in service, the sum of the payments to the man, or men, who may be used on the run equaling the monthly guarantee.

NOTE: On 26-day runs, deadheading paid men to relieve regularly assigned men who are laying off, will not be applied against the money monthly guarantee.

Question. Can a passenger conductor whose assignment makes 5,500 miles per month, who is ready for service and available, be held off his assignment by the company or be called for another run making 200 miles less than his regular assignment, and if so, would the conductor in this instance be entitled to the mileage of his regular assignment if held off through no fault of his own?

Decision. Yes.

Question 32. May a crew be used in extra service to apply on the guarantee on days their assignment calls for service in excess of 150 miles, and who do not run sufficient number of days to absorb the monthly guarantee?

Decision. Yes.

Question 33. May regularly assigned men in passenger service making less than the monthly guarantees be used in performing as extra service work regularly performed by other men regularly assigned in their own class who are laying off of their own accord?

Decision. Yes; until guarantee has been absorbed. Regular man may not be required to lay off to permit use of men making less than guarantee.

Question 34. May regularly assigned men in passenger service making less than monthly guarantee be used in any class of service other than passenger to make up monthly guarantee; (a) On roads where schedules confine men to certain classes of service? (b) Where there are no such schedule restrictions?

Decision. (a) No. (b) Only such service which it has been permissible for passenger men to perform on individual roads.

Question 38. May payments made for "called and not used" apply against the monthly guarantee?

Decision. No

Question 39. May payments for deadheading made in connection with extra service required to fulfill the guarantee be applied against the guarantee; if so, what basis of payment should be used?

Decision. Deadheading in such cases to be paid full service rate and applied against guarantees. After guarantees are absorbed, deadheading to be paid according to schedule rules.

Question 43. Where two or more men fill run during the month, how shall pre-existing higher monthly guarantees be handled?

Decision. Where two or more men are used, each man will contribute all extra service until the guarantee is absorbed, and then divide total in proportion to all time or miles made by the two or more men used.

Question 44: How shall section (b) be applied where assignments do not equal the guarantees provided by this article and additional service is required of the assignment to make up these guarantees?

Decision. Where two or more men are used, each man will contribute all extra service until the guarantee is absorbed, and then divide total in proportion to all time or miles made by the two or more men used.

Question 45. What guarantee applies where the assignment is canceled during month or new assignment is started during the month?

Decision. Actual earnings; not less than pro rata of the monthly guarantee.

(c) When the monthly earnings of regularly assigned passenger trainmen from daily guarantees, mileage, over-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
Conductors	()*
Assistant Conductors or Ticket Collectors	()*

NOTE: Payments from all sources may be applied against the daily earning minima in all cases, except in that payments under schedule rules or practices for extra service not connected with assignments may not be applied against the daily earning minima of passenger conductors and trainmen who are assigned to thirty days service.

When extra men fill vacancies in regular positions, they take conditions of the regular positions. Service performed by extra men not filling place of regular men will be paid not less than the daily earning minima for each day service is performed. Rule 8 to apply to service performed in special or extra passenger service.

METHOD OF APPLYING DAILY AND MONTHLY GUARANTEES

Rates shown in the following examples are for information only. See correct rates in Table of Rates, Page 1.

(1) (a) Conductor on 30-day assignment; paid daily minimum, plus 8 minutes overtime daily, or a total of

*See Table of Rates, Page 1.

4 hours, at 89.25c equals \$3.57, total \$217.77 As average daily earnings for the days on which service is performed is less than \$7.44 will receive 30x\$7.44 equals \$223.20.

(b) Conductor in example (1) (a) lays off five days. He receives 25 days at \$7.44 - \$186.00; extra man 5 days at \$7.44 - \$37.20.

(c) Conductor on 30-day assignment making 140 miles daily, is subject to the monthly guarantee of \$214.20; makes 10 minutes overtime daily, amounting to \$4.46; is required to perform extra service connected with assignment. Payments accruing under the schedule rules for the extra service will be applied against the payment of 30 days times \$7.44 per day, viz.: \$223.20. If such additional payments produce compensation in excess of \$223.20, daily earning guarantee not involved.

(d) Flagman on 30-day assignment paying daily minimum which equals \$150.30; average daily earning guarantee, 30x\$5.31 equals \$159.30. Regular man lays off 10 days during month and receives 20x\$5.01 - \$100.20; extra man working 10 days in regular man's place earns \$60.10 (including overtime). Regular man receives \$100.20; extra man receives \$60.10; total \$160.30. As this is more than average of \$5.31 for days of assignment, guarantee not involved.

(2) (a) Conductor on 26-day assignment makes no overtime and performs no extra service; therefore, is subject to the monthly guarantee of \$214.20. 1-26th of \$214.20 equals \$8.24 per day. Daily earning guarantee not involved

(b) Conductor in example (2) (a) lays off one day; daily earning guarantee not involved; therefore, regular conductor receives 25-26ths of \$214.20, extra man working in his place 1-26th of \$214.20.

(c) Conductor on 26-day assignment makes no overtime; is required to perform extra service on one Sunday for which schedule requires payment of \$7.14 which is applied against monthly guarantee of \$214.20; \$214.20 divided by 27 days equals \$7.93. Daily guarantee not involved.

(3) Conductor on 28-day assignment subject to the monthly guarantee of \$214.20, earns 10 hours overtime at 89.25c, which equals \$8.925; total \$223.12, 28 days x \$7.44 equals \$208.32. Daily earning guarantee not involved.

(4) Conductor on 28-day assignment which is subject to the monthly guarantee of \$214.20, lays off for one day; receives 27-28ths of \$214.20, or \$206.55; the extra man 1-28th or \$7.65. Daily earning guarantee not involved for either regular or relief man.

(5) Extra man (not filling place of a regular man) on first day, (a) is used under conditions resulting in 2 mini-

mum 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 \$7.14, equals \$14.28.

(b) will be paid 200 miles at 4.76c, equals \$9.52.

(c) will be paid daily earning guarantee \$7.44.

(d) will be paid daily minimum \$7.14, plus 4-hours overtime at 89.25c, equals \$10.71.

(6) On roads now having a monthly guarantee of \$208.00 for conductors; increase this monthly guarantee 30 times the new daily increase of 44 cents or \$13.20 per month, making new monthly guarantee \$221.20. In a 30-day calendar month during which 28 days are made (the new standard daily rate is \$7.14) which for 28 days amounts to \$199.92. 28 days at the new average daily earning guarantee of \$7.44 amounts to \$208.32; inasmuch as the new monthly guarantee is greater than either of the daily guarantees the new monthly guarantee of \$221.20 will be paid.

NOTE: Regularly assigned passenger conductors who earn from mileage, overtime and other rules less than \$223.20 (Note 30x7.44) when assigned to trains carded or scheduled to run 28.7 days (Note \$214.20 divided \$7.44) or over in a 30-day month will have daily earning guarantee computed by using the number of days trains are carded or scheduled to run (to be averaged where daily, daily except Sunday, etc., trains are included in assignment); similarly for other passenger trainmen who earn from mileage, overtime and other rules in a 30-day month less than: -

Assistant conductors or ticket collectors	\$184.80
Baggagemen	164.40
Baggagemen handling Dynamo, or express, or U.S. Mail	174.60
Baggagemen handling Dynamo and express	184.80
Baggagemen handling Dynamo and U. S. Mail	184.80
Baggagemen handling express and U. S. Mail	184.80
Baggagemen handling Dynamo and express and U. S. Mail	195.00
Brakemen and Flagmen	159.30

except if there are more men of a class assigned to passenger train runs than can earn the average daily minimum due to rules in schedules prohibiting the railway company from reducing passenger crews or absorbing constructive mileage, the number of runs in the assignment divided by the number of conductors (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.

NOTE: All adjustments account application of average daily earning guarantees to be made on second period pay rolls each month and shown as a separate item.

Monthly guarantee to be applied in same manner as heretofore.

NOTE: See Appendix, page 79.

Rule 13

REDUCTION IN CREWS

(a) Reductions in crews or increases in mileage in passenger service from assignments in effect January 1, 1919, shall not be made for the purpose of offsetting these increases in wages, but nothing in this order is understood to prevent adjustment of runs in short turn-around and suburban service that are paid under minimum rules for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules, without reducing the number of crews. Such runs may be rearranged, extended, or have mileage changed by addition of new train service; separate pools or assignments may be segregated or divided, provided that crews are not taken off or reduced in number. Added mileage up to mileage equaling the mileage rate divided into the guaranteed daily rate does not change, take from or add to the minimum day's pay, and this added mileage is not to be construed as "increase in mileage" within the meaning of this article.

(b) For the purpose of avoiding payment of excess overtime on turnaround runs in passenger service when any part or leg thereof is over 80 miles, the railroads will be privileged to rearrange runs, combine pools or sets of runs, and may establish interdivisional runs excepting when this may be prohibited by provisions of existing agreements, such runs to be paid for in accordance with the mileage schedules or this order, but in no case less than the combination of trip rates in effect at the date of this order.

Question 46. What rearrangements of runs are permissible under these sections?

Decision (1) Managements and committee should meet this question in a spirit of equity and agree upon rearrangements or combinations of runs for the purpose of reducing excess overtime as far as possible and to equalize mileage, provided no constructive mileage is absorbed.

(2) Where all crews involved make in excess of the mileage constituting a day, mileage may be taken from one crew and added to another, if, by so doing overtime accruing under former assignments can be reduced.

(3) *Turn-around runs may be changed to straightaway runs, paying not less than the minimum day in each direction.*

(4) *Interdivisional runs may be established excepting where prohibited by provisions of existing agreements, providing constructive mileage is not absorbed.*

(5) *Short turn-around runs may be combined, or pooled, with long straight-away or turn-around runs, providing crews are not reduced in number or constructive mileage absorbed.*

Question 47. May lay-offs and reliefs therefor be arranged at intermediate points or points other than the ends of runs, for the convenience of the men, without affecting pay for the run under this supplement? If so, how are such employees to be compensated?

Decision. Yes; and paid on basis of regular terminal of runs without regard to points at which crews change off.

Question 48. On certain runs men paid on a monthly basis heretofore have changed off at intermediate points or points other than the ends of runs, for their own convenience in connection with homes. If this arrangement may be continued and men not required to move, may such runs be paid under this supplement on the basis of the regular terminals of the run without regard to the points at which crews change off?

Decision. Yes.

Rule 14

YARDMEN'S AND CARMEN'S WORK

At points where yardmen are employed and are at the time in actual service, conductors will not be required to handle trains or engines to or from yards and depots, nor to pick up or set out cars, nor to couple or uncouple air, signal or steam hose, nor to couple or uncouple safety chains, nor do other work usually performed by carmen where inspectors or car repairers are employed.

TERMINAL SWITCHING

Passenger crews required to do switching at terminals where switch engines are not on duty will be paid actual time with a minimum of 15 minutes, at overtime rates.

NOTE: Straight pick-up or set-out does not constitute switching. Handling trains to and from depots, turning engines or motor cars, will be paid under this rule, time to be computed from time move begins.

NOTE: See Appendix, page 80.

Rule 15

CONSIST OF CREWS

Train crews of all passenger trains (except suburban) of five cars or less will consist of not less than one conductor, one brakeman and one train baggageman. If no baggage is handled, train baggageman will not be required.

On all passenger trains (except suburban) of six cars or over, train crew will consist of not less than one conductor, one flagman, one brakeman and one train baggageman. If no baggage is handled on train, train baggageman will not be required.

Interpretation: This is understood to mean where a train regularly consists of five cars or less in the first clause and of six cars or over in the last clause. It is not intended that where a car is put on a train occasionally it will be necessary to provide the additional man on that date for such trip; except where a regular five car (or less) train occasionally consists of more than six cars out of a terminal an additional man will be provided.

Train crews of all branch line passenger trains that regularly consist of not more than two cars will consist of not less than one conductor and one brakeman who will also handle baggage and express and/or mail where necessary. Brakemen who handle baggage and express will be paid schedule rate for "baggageman handling express."

NOTE: This does not affect payment for handling U.S. mail, which is otherwise provided for herein.

"(a) The number of men operating gasoline motor cars over branch lines or where it is necessary to reach main line terminals from an outlying branch run, will be as agreed to by negotiation, considering service requirements."

NOTE: See Appendix, page 75.

"(b) Where regular trips are made over main lines where the traffic is heavy and conditions require or where trailers are regularly used, a brakeman will be assigned who will also handle baggage and express and/or mail where necessary."

Rule 16

LOCAL ARRANGEMENTS TO HANDLE EXTRA WORK

Arrangements will be made by local officers and conductors' committee to handle the extra work for conductors, to be subject to provisions of Rule 12.

NOTE: Present practice on the different divisions relative to relieving regular passenger conductors at their home division points will be continued at those division points where the present arrangements are satisfactory, to be subject to provisions of Rule 12.

SUBURBAN SERVICE

Rule 17

Rule 14 shall not apply and the rates specified in Rule 2 include compensation for all work connected with and incidental to the suburban service. Overtime as per Rule 6.

FREIGHT SERVICE THROUGH FREIGHT

Rule 18

THROUGH FREIGHT RATES AND OVERTIME

Conductors in through and irregular freight service will be paid ()* cents per mile, 100 miles or less, 8 hours or less, to constitute a day; overtime at 3/16 of daily rate.

Rule 19

SINGLE OR TURN-AROUND TRIPS

(a) A crew making a turnaround trip will not be allowed to run around any available crew at the turning point.

(b) Conductors 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 100 miles for a day; provided (1) that the mileage of all the trips does not exceed 100 miles, and (2) that conductors shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day, subject to the first-in first-out rule or practice.

Question 104. Must the crew actually leave the terminal before the expiration of eight hours?

Decision. No; but crews should not ordinarily be required to begin work on the second or succeeding trip

*See Table of Rates, Page 1.

when it is apparent that the departure from the terminal will be delayed beyond eight hours from going on duty on initial trip.

Question 105. In operating turn-around service under this section, may crews be turned at a terminal out of which other crews operate?

Decision. Yes.

Question 106. Where crews are called for turn-around service, in what territory may they be used?

Decision. They may be used in either or both directions out of the initial terminal in territory where it is permissible to use them for other than short turn-around trips.

Question 107. Does this section apply to crews in pusher helper service, mine run, work trains, wreck trains?

Decision. No.

Rule 20

POOL CREWS FIRST IN FIRST OUT

Pool crews will be run first in, first out, when the hours-of-service law will permit. If an available pool crew is run around, 2 hours will be allowed and the crew will stand first out.

(Canvass was made of the practice in effect on each Division which showed that generally speaking the arriving time was used in calculating the order of calling crews under Rule 20. It was agreed June 24, 1930 that in the future the arriving time in all cases will be used when the Hours or Service Law will permit.)

NOTE: See Appendix, pages 81, 82, 83.

Rule 21

Arrangements will be made by local officers and conductors' committee to handle the extra work for conductors.

NOTE: See Appendix, page 83.

Rule 22

THROUGH FREIGHTS DOING FREIGHT WORK

Wayfreight rate will apply for entire trip when through freight trains are required to do wayfreight work such as

loading or unloading freight at stations or doing station switching other than picking up and setting out cars:

Interpretation: A through freight train setting out cars is not performing station switching when it places such cars at industries or on coal chutes, etc., or at other places required, or replaces cars already at the station, which may have been disturbed by such placing of cars brought in on their train. Similarly, in picking up, the switching of cars to be picked up and replacing of cars disturbed thereby does not constitute station switching.

When a through freight crew puts up coal or loads or unloads stock and the cars are not handled by their trains in or out payment will be made under this rule.

This does not apply at initial or final terminals or to runs paid on hourly through freight basis.

NOTE: See Appendix, page 84.

WAY FREIGHT

Rule 23

LOCAL FREIGHT RATES AND OVERTIME

Conductors in local freight service will be paid ()* cents per mile, 100 miles or less, 8 hours or less, to constitute a day; overtime at 3/16 of the daily rate.

Question. What rates shall apply to conductors where, under schedule provisions or accepted practices, engineers and firemen receive local freight rates?

Decision. Where under schedule rules or accepted practices, a part of the crew receives local rates, the entire crew will receive not less than the local rates.

Rule 24

ROUSTABOUT SERVICE

Conductors assigned to roustabout service will be paid the way freight rate of ()* per day of 8 hours or less or 100 miles or less. Miles in excess of 100 to be paid pro rata. Overtime at 3/16 of the daily rate. This will apply to such service as Brush-Ft. Morgan, Bayard and Lovell beet runs, Antioch-Hoffman potash service, Ferry-Sioux City service, and the Galena-Galena Junction service. Limits to be assigned when service is established subject to approval of the General Manager and General Committee.

*See Table of Rates, Page 1.

Rule 25

EQUIPMENT OF WAY FREIGHT, ENGINES

It is agreed that engines which are regularly assigned to local freight runs will be equipped with footboards and grab-irons on rear of tender.

Rule 26
(Blank.)

Rule 27

CLASSIFICATION OF RUNS PREVIOUSLY TABULATED

Aurora Division	Miles	Bases
Forreston-Oregon-Rochelle	102.6	Way Freight
Aurora-West Chicago-West Batavia	42.6	Way Freight
Shabbona, Serena and return	60.4	Thro. Freight

Galesburg Division

Louisiana, Quincy and return	90.8	Way Freight
Canton Switch Run	Hourly	Way Freight
Lewiston Coal Run	Hourly	Way Freight

La Crosse Division

Winona-East Winona	Hourly	Way Freight
Dubuque-East Dubuque	Hourly	Way Freight
Galena-Galena Jct.	Hourly	Way Freight
Transfer Service—Daytons Bluff and Minneapolis	Hourly	Way Freight
Helper Service—Daytons Bluff	Hourly	Way Freight

Beardstown Division

Centralia-Sesser and Centralia-Christopher	Way Freight
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Ottumwa Division

Tracey-Oskaloosa	75	Thro. Freight
Ottumwa, Ft. Madison and return	139.2	Way Freight
Oskaloosa-Winfield-Burlington	141.4 104.7	Way Freight
Burlington, Washington and return	105	Way Freight
Pusher Conductors, Whitebreast and W. Burlington	Hourly	Thro. Freight

Creston Division

Red Oak-Nebraska City	207.2	Way Freight
Red Oak-Griswold	75.6	Way Freight
Sidney, Carson and return	148.8	Way Freight

Centerville Division

Brookfield-Carrollton and return	87.8	Way Freight
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Rule 27 (Continued)

**CLASSIFICATION OF RUNS
PREVIOUSLY TABULATED (Continued)**

Hannibal Division

Hannibal, Louisiana and return	51.2	Way Freight
Old Monroe, Francis and return	126.0	Way Freight
Hannibal-Illasco	Hourly	Thro. Freight
Keokuk, Mt. Pleasant and return	98.4	Way Freight
St. Louis-Ft. Bellefontaine	Hourly	Way Freight

St. Joseph Division

Napier-Villisca	72.2	Way Freight
Leavenworth Stub	Hourly	Way Freight
Atchison Stub	Hourly	Way Freight

Omaha Division

Lincoln, Omaha and Pacific Jct. (14 and 15)	161.4	Thro. Freight
Ferry-Sioux City	Hourly	Way Freight

Wymore Division

Nebraska City-Payne	Hourly	Way Freight
Table Rock-Lincoln 119-120	127.0	Way Freight
Superior-Edgar	111.4	Way Freight
Fairmount-Chester	95.4	Way Freight
Fairmount-Endicott	98.6	Way Freight
Falls City-Nebraska City	105.6	Way Freight
Falls City-Table Rock	57.3	Way Freight

McCook Division

Republican-Oberlin	77.8	Way Freight
Orleans-St. Francis	133.7	Way Freight
Brush-Ft. Morgan Beet Run	Hourly	Way Freight

Alliance Division

Antioch-Hoffland-Lakeside	Hourly	Way Freight
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Sheridan Division

Sheridan Mines	Hourly	Way Freight
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Sterling Division

Beet Runs	Hourly	Way Freight
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Casper Division

Frannie-Cody	169.6	Way Freight
Beet Runs	Hourly	Way Freight

Rule 28

**WYOMING DISTRICT, ALLIANCE DIVISION
AND BLACK HILLS DISTRICT**

Rates of Pay for Freight Runs

RUNS		Miles Run
FROM	TO	
Edgemont Round trip, allow 140 miles. basis of 12 ½ miles per hour on	Hill City Overtime at through freight rates on actual miles run.	120.8
Edgemont Allow 115 miles. Time allowed for after one hour. Road overtime to be paid for	Englewood switching at Englewood at through freight rates after 8 hours.	98.5
Edgemont Allow 125 miles. Overtime basis, actual miles run.	Deadwood 12 ½ miles per hour on	106.8
Deadwood Round trip, allow 125 miles without extra pay. Overtime after 8 hours	Hill City Conductors do necessary switching at through freight rate.	92.8
Hill City Round trip, allow 25 miles.	Keystone (side trip)	19.1

On above runs all switching is done without extra pay in yards and when no switch crew is on duty. Overtime above at 3-16 of daily rate

**WYOMING DISTRICT, ALLIANCE DIVISION
AND BLACK HILLS DISTRICT**

Rates of Pay for Mixed and Way Freight Runs

RUNS		Miles Run
FROM	TO	
Edgemont Allow 115 miles. Overtime at 3-16 12 ½ miles per hour figured on actual at Englewood after one hour.	Englewood of daily rate on basis of mileage. Time allowed for switching	98.5
Edgemont Allow 125 miles. Overtime at 3-16 miles per hour figured on actual mileage.	Deadwood of daily rate on basis of 12 ½	106.8

On above runs all switching is done without extra pay in yards and when no switch crew is on duty.

Rule 29

BEGINNING AND ENDING OF DAY

(a) In all classes of service, other than passenger, conductors' time will commence at the time they are required to report for duty and shall continue until the time they are registered in, delivered their bills and are relieved from duty. All advance-call time rules are superseded, and the management may designate the time for reporting for duty.

BASIC DAY AND OVERTIME

(b) In all road service, except passenger service, 100 miles or less, 8 hours or less (straightaway or turnaround), shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided.

(c) On runs of 100 miles or less, overtime will begin at the expiration of 8 hours; on runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12½. Overtime shall be paid for on the minute basis, at a rate per hour of three-sixteenths of the daily rate.

NOTE: See Appendix, pages 84, 85, 86.

Rule 30

ARBITRARIES AND SPECIAL ALLOWANCES

(a) Excepting payments under rules applying to work performed at initial and final terminals, and to final terminal delays, all arbitraries and special allowances applying to road service other than passenger, under rules, regulations or practices, which conflict with the payment of single time, in miles or hours, from the time required to report for duty until released from duty at the end of the trip, shall be eliminated.

(c) Where the special payments under the rules, regulations or practices which are retained under Section (a) have been absorbable by the train movement not exceeding the speed basis of the overtime rule, they shall be allowed as follows:

1. When the train reaches the final terminal before overtime commences calculated from the time of reporting for duty, the special payments will be allowed at the former rates.
2. 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 the former rates, but time thereafter shall be paid on the actual minute basis at three-sixteenths of the daily rate.

(d) Where either the allowance or the overtime based on the total time on duty, whichever is the greater, has been paid, payments will continue to be so applied.

(e) Special provisions of schedules for irregular conditions, such as crews called and not used, deadheading, attending court and investigations, and similar miscellaneous rules covering conditions which are not connected with the handling of a train, and which provide for payments on the basis of "overtime rates," shall be changed to provide for payments at the former rates, it being the intent that the time and one half basis shall not apply in such cases. Where under such rules time in excess of the limits of the day is paid for as overtime, the overtime rates of this order apply.

Rule 31

POOL CREWS 3,000 MILES PER MONTH

When traffic becomes so light that pool conductors cannot make 3,000 miles per month, exclusive of overtime and special allowances, the number will be reduced. This rule not to operate to prevent pool conductors from making more than 3,000 miles per month

NOTE: See Appendix, pages 89,90.

Rule 32

HELD AT AWAY FROM HOME TERMINAL

Conductors 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 sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four hour period from the time relieved, they will be paid for the actual time so held during the next succeeding eight hours, or until the end of the second twenty-four hour period, and similarly for each twenty-four hour period thereafter.

Should a conductor 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.

For the purpose of applying this rule the railroad will designate a home terminal for each crew in pool freight and in unassigned service. (This rule became effective January 1, 1948.)

Rule 33

INITIAL TERMINAL DELAY

(a) Initial terminal delay shall be paid on a minute basis to Conductors 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 (1/8th) of the basic daily rate, in addition to the full mileage, with the understanding 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.

(Paragraphs (a) to (c) became effective August 1, 1952.)

FINAL TERMINAL DELAY

(d) Through freight conductors and way freight conductors paid on a mileage basis, delayed thirty (30) minutes or more after arriving at a terminal, will be paid for the full delay, subject to Rule 30.

TERMINAL LIMITS

(e) Road time will cease and terminal time will begin when the train reaches the designated main track switch connection with the yard, or the semaphore governing the entrance to the yard, or is stopped behind other trains at entrance to yard.

(It is not intended that duplicate payments under Rule 34 will be made when payments are made under this rule.)

(Paragraphs (d) and (e) became effective August 1, 1944.)

NOTE: See Appendix, pages 90, 91

Rule 34

SWITCHING AT TERMINALS

Freight conductors required to do switching or other work at terminals will be paid full time, providing the time exceeds 15 minutes, subject to Rule 30.

NOTE: In calculating the time engaged in switching under the rules, regulations, or practices which are retained under Rule 30-a, it is understood that the time will be continuous from the time the work is begun until it is completed and train is coupled together.

NOTE: See Appendix, pages 139 to 146.

Rule 35

STOCK YARDS TRIPS, CHICAGO AND EAST ST. LOUIS

(a) Conductors running to the Union Stock Yards at Chicago will be paid through freight rates with a minimum of three hours from the time train arrives at Clyde, or is stopped at the home semaphore approaching Clyde, until way car is put on way car track on return trip. This to be in addition to the road trip.

(b) Conductors running to the Union Stock Yards at Chicago will handle only stock and packing house products from Hawthorne to the Union Stock Yards, and empty stock cars back to Hawthorne Yard.

Inbound road crews' way cars will be taken from the train at Clyde and placed on the way car tracks, so that conductors can get their rest instead of permitting other crews to use the way car for subsequent service to the Stock Yards.

NOTE: Conductors will not be asked to take packing house products from Hawthorne which have been stored at that point awaiting disposition to the Union Stock Yards, but will only be asked to haul fresh stuff which has come in on trains that morning.

(c) Bridge Junction, East St. Louis, will be considered the terminal point for freight conductors running between Hannibal and East St. Louis and Beardstown and East St. Louis.

(d) Full time will be paid for making National Stock Yards trips. Time to terminate when way car is placed on way car track on return trip.

(e) When the time on road trip, together with stock yard trip, runs into overtime, time and one-half overtime rate applies.

Rule 36

ADDITIONAL TRIP

(a) If a freight conductor has completed his assigned service, or has made 100 miles or 8 hours and has arrived at his terminal, if called upon for an additional trip he will be paid for the additional service on the basis of a new trip.

NOTE: This does not mean that the additional service will be coupled up with the completed trip, but simply that the second trip or trips will be separated entirely and subject to whatever rules apply to that particular service.

(b) 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.

NOTE: See Appendix, pages 91 to 95.

Rule 37

DEFINITION OF TERMINAL

Terminals are the points where runs begin or end. The turning point or a turnaround run shall be considered as an intermediate point on a continuous run.

COMPANY TIE-UP

When the railroad ties up conductors in pool or unassigned freight service between usual terminals, they will be paid the mileage of the schedule to the tie-up point; and nothing will be allowed for the time tied up until after the expiration of twenty-four hours from the time required to report for duty for the trip on which tied up.

For the whole or any portion of the first 8 hours of each following twenty-four hour period during which he is tied up, he will be paid 12 ½ miles per hour. Allowance for time held will not be computed independent of any trip time; nor will any terminal time be allowed at such tie-up place.

This provision shall not apply to work train, wrecking end snow plow service.

Interpretation. Under this rule a minimum of 100 miles will be allowed for the run from initial point to tie-up point. In case conductor is held at tie-up point 24 hours or more from time required to report for duty for trip on which tied up, time of succeeding trip will begin at the expiration of 24 hours from time required to report for duty at initial terminal, and a minimum of 100 miles will be allowed from tie-up point to terminal. Minimum of 100 miles will apply for a tow or deadhead if tied up under this rule.

Overtime due to starting pay at the expiration of the twenty-four hour period instead of at time reporting for duty shall be paid at time and one-half rate.

Rule 34, but not Rule 33, applies when switching is performed at tie-up points under this rule.

NOTE: See Appendix, pages 96-97.

Rule 38

ADVISED OF DESTINATION

Conductors will be advised as far as possible of their destination when called. If not so advised at the time of call, they will be advised of their destination as soon as possible after departure.

NOTE: See Appendix, pages 97-98.

Rule 39

NOT RUN OFF ASSIGNED HOME DIVISION

Conductors will not be run off their assigned home division or subdivision, except in case of necessity.

Should such necessity arise, every effort will be made to return them to their home division or sub-division after one round trip, and they shall stand first out in pool at foreign terminal for home terminal. After a conductor has made one round trip on adjoining division or sub-division and returned to his own division or sub-division other conductors in his pool may be run around said conductor to prevent him making a second-trip off his own division or sub-division.

NOTE: See Appendix, page 98.

Rule 40

CIRCUS TRAINS

Conductors handling circus trains that stop to exhibit on divisions will be paid a minimum of 12 hours 48 minutes or 160 miles for each day assigned to circus train, overtime at rate of 3/16 of the daily rate, at through freight rates, including loading and unloading of circus. If less than 12 hours 48 minutes is used in the last move, actual time will be paid with a minimum of 100 miles. Conductors used in other service during the time circus is exhibiting shall be paid actual miles or hours in addition to the 12 hours 48 minutes, according to the class of service performed, unless the service performed is the switching made necessary by the presence of the circus train. Conductors handling circus trains that do not exhibit between terminals, will be paid at through freight rates.

Rule 41

DOUBLING AND PUSHING

When a conductor doubles a hill or pushes another train over a grade, or when ordered by competent authority to uncouple and push a train at any other place, the actual miles made will be added to actual mileage of trip.

NOTE: See Appendix, pages 93-94, and Rule 90.

Rule 42

CONSTRUCTION WORK ENROUTE

When a crew is ordered to do construction work in the course of a trip, the actual miles made will be added to actual mileage of trip.

NOTE See Rule 90.

Rule 43

WHEN DO NOT ARRIVE IN TIME TO GO ON ASSIGNED RUNS

(a) Conductors that do not arrive at their terminals in time to go out on their assigned runs, except when due to an accident, will be paid for the trip they would have made. This will not prevent the railroad from using this conductor in train service out of his turn the day or days he would have worked had he arrived at his terminal in time to go out on his regular train, but in no case will the pay be less than what he would have made on his regular assignment.

(b) Assigned conductors that do not arrive at their terminal in time to come out on their regular run, may run around pool conductors so they can reach their terminal in time to come out on their regular run the following day.

NOTIFIED IF REQUIRED SUNDAYS

(c) Conductors assigned to regular runs with Sunday lay-over away from division headquarters will be notified if required for service Sunday. If no notice is received on arrival at the terminal, they may absent themselves until time for their regular run Monday. If notified and not used, will be paid a minimum day.

(d) When conductors assigned to regular runs are notified they will be required for service Sunday, they will not run around any pool conductors available at the time used.

SIDE TRIPS

(e) When assigned conductors are required to go off their regular runs between their terminals, to make a side trip, the actual miles made will be added to actual mileage of the regular run.

Rule 44

RUNNING FOR COAL OR WATER

When an engine is cut off the train to run for coal or water, the conductor will be allowed the actual miles made to be added to actual mileage of trip.

Rule 45

CLOSING CAR DOORS AT TERMINALS

Conductors will not be required to close car doors at terminals where car men are employed.

LISTS OR BILLS OF CARS LOADED OR EMPTY

When conductors are furnished lists or bills showing whether cars are loaded or empty, they will not be held responsible if information is incorrect. In case they have sufficient time at any point, they will be expected to look over their train to detect errors of this kind.

Rule 46

SWITCHING CABOOSES

Trains will not be switched at terminals with caboose attached. Caboose will be taken off trains and put on designated tracks as quickly as possible after arrival of train, and no other cars, such as outfit cars, wrecking cars, bad-order cars, etc., will be placed on way car tracks at points where conductors sleep in their cabooses.

Rule 47

EQUIPPING CABOOSES

On arrival at terminals, conductors will leave with the car foreman, or other designated person, a list of brasses, bull-chains, knuckles, packing and oil needed to equip cabooses to make another trip, and such material will be placed in the cabooses by car men or employes other than conductors. This will not release the conductors from the responsibility of knowing that their car is properly supplied before leaving a terminal.

When train crews are ordered to equip cabooses, the cabooses will be set as convenient as possible to the storehouse, and conductors will be paid 2 1/2 hours at their pro rata rate.

At points where the railroad keeps a supply of ice, crews will be furnished ice during the summer months.

Rule 48

CABOOSES AND CREWS NOT LAID OVER

Cabooses and their crews shall not be laid over for the reason that their conductor is laid off for any cause or has been used in other service

Rule 49

SHORT-CARS ON HEAD END OF TRAIN

So far as practicable short cars shall be placed on the head end of trains out of terminals in station order.

Interpretation. Trains will not be started out of division terminals, where there is no switch engine, with cars mixed, with the intention of having the switching done at intermediate stations in order to avoid paying for switching at terminals.

NOTE: See Appendix, pages 99-100.

Rule 50

TIME FOR MEALS

Crews will be allowed time to eat as nearly as possible at the expiration of every six hours, provided they notify the train dispatcher a reasonable time in advance so that it will not interfere with the movement of other trains or seriously retard the progress of their own train, and provided they do not absent themselves from their train more than thirty minutes. Passenger, stock and time freight trains to be excepted. This rule not to apply to terminals.

NOTE: See Appendix, pages 102-103.

Rule 51

TONNAGE RATING OF ENGINES

The correct tonnage rating of engines for each division will be printed and each conductor furnished a copy for his division on application.

WORK, WRECK AND SNOW PLOW SERVICE

Rule 52

DEFINITION OF REGULAR WORK TRAIN

A conductor assigned to construction work or water train service for more than one day shall be considered a regular work train conductor.

NOTE: See Appendix, pages 101; 104 to 106.

Rule 53

WORK TRAIN RATE

Conductors in regular work train service will be paid ()* per 100 miles or less, 8 hours or less to constitute a day, overtime at 3/16 of the daily rate.

*See Table of Rates, Page 1.

Rule 54

ACTING AS FOREMAN OR OPERATOR

(a) Where a conductor is required to act as foreman, or telegraph or telephone operator, or both foreman and operator, payment will be allowed at the rate of ()* per month extra.

NOTE: See Appendix, page 102.

DEFINITION OF FOREMAN

Foreman is interpreted to mean a conductor required to oversee and direct maintenance men (other than cable men and workmen opening and closing car doors in connection with unloading trains and other similar work) working without a foreman.

OPERATING CONSTRUCTION EQUIPMENT

(b) When a conductor is required to operate a rail loader, ditcher, weed burner, spreader or Lidgerwood, ()* per month extra will be allowed.

Rule 55

(Blank.)

Rule 56

MINIMUM DAY FOR EVERY DAY ASSIGNED

(a) A regular work train conductor will be paid not less than a minimum day's pay for every working day assigned to that service, whether used or not, and will be considered in this service until placed in pool or assigned to other duties.

HOLIDAYS

(b) Conductors in work train service will be paid for the following holidays, viz.: Fourth of July, Thanksgiving, Christmas and New Years. It is not the intention ordinarily to have conductors work on those days, but if required to do so they will be paid for not less than 8 hours, in addition to a minimum day at work train rates.

SUNDAYS

(c) If required to work on Sundays, or if for lack of train service it is impossible for conductors who are re-

*See Table of Rates, Page 1.

lieved to reach their home terminal for Sunday, they will be paid not less than a minimum day's pay at work train rates.

Under Rule 56-c, payment will be allowed if train service is not available to allow not less than 8 hours at home terminal between end of work on Saturday and commencing work Monday. Conductors will communicate with home terminal for advice as to available train service.

NOTE: See Appendix, pages 106-107.

Rule 57

WRECKING TEMPORARY WORK OR WATER TRAIN

In wrecking service or temporary work or water train service, conductors will be paid minimum of 100 miles or less, 8 hours or less, at way freight rates; overtime at 3/16 of the daily rates.

Rule 58

SNOW PLOWS

A conductor running a snow plow will be paid actual mileage at way freight rates; 100 miles or less, 8 hours or less, to constitute a day, overtime at 3/16 of the daily rate.

If a conductor is held in for snow plow service, he will be paid 8 hours at the above rates for each 24 hours or fraction thereof so held.

DOUBLE CREWS

When snow plow service is double-crewed for bucking snow, each conductor will be paid for all time so assigned. The conductor resting while other conductor is working will be paid pro rata rate for each hour resting. Conductor working will be paid overtime in accordance with Rule 29.

NOTE: See Appendix, page 104.

DOUBLEHEADING AND HELPER SERVICE

Rule 59

Existing schedule provisions limiting double heading of trains and use of helpers or pushers will be modified to provide -

(a) With trains of over 40 cars, exclusive of cabooses, doubleheading is prohibited except as hereinafter stated:

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

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

(d) Helping engines may be used to assist trains between the following points:

Aurora to Scrapper Works.
Wyanet to Neponset.
Savanna Yard to Daggetts.
Walnut Hill, both ways, on Zearing line.
Deer Grove and Van Orin.
LaSalle and Ticona.
Garden Plain Hill (both ways).
Alpha and Lynn.
Quincy to Ewbanks.
Daytons Bluff to Minneapolis.
Browning to Bader.
Arenzville to Concord.
East Alton to Brighton.
Burlington to Latty.
Ft. Madison to Sawyer.
Burlington to West Burlington.
Ottumwa to Agency.
Lacona to Chariton.
Troy to Whitebreast.
Pacific Junction and Balfour.
Fontanelle to Greenfield
Amazonia to Savannah.
Rosendale to Savannah.
Conway to Creston.
Creston to Lenox.
St. Louis to Spanish Lake.
Keokuk to Mooar.
Callao to New Cambria.
North River to Palmyra Junction.
Bigelow to Maitland.
Murray and Kansas City.
Plattsmouth and Pacific Junction.
Gibson and South Omaha.
Lincoln and Seward, via Milford.
Malcolm and Tamora.
Wymore and Table Rock.
Lincoln and Firth.
Brush to Akron.
Wray to Akron.
Lafayette to Semper.
Oxford to Holdrege.

Crawford and Belmont.
Marsland and Girard.
All over Black Hills lines.
Wyola and Sheridan.
Sheridan and Clearmont with pusher from Sheridan to point three miles east.
Edgemont to Provo.
Ardmore to Orella.
Ionia and Sheridan.
Corinth and Hardin.
Arvada and Sparta.
Alliance to Angora.
Bridgeport to Angora.
Bridgeport to Dalton.
Sterling to Peetz.
Sidney to Lorenzo.
Sidney and Marlowe.
East Bridger and Warren Summit.
Kane and Warren Summit.
Minnesela and Boysen.
Bonneville to Arminto.
Guernsey to 2 miles west to east end of first tunnel.
Bona to Cassa, both ways, into Glendo.

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

NOTE: Nothing in the above rules in regard to limiting tonnage or length of train to be handled by double headers or otherwise shall be construed so as in any way to limit or establish a precedent as to the proper or safe length of train to be handled by one engine.

GENERAL RULES

Rule 60

OVERTIME IN ACTUAL MINUTES

Overtime or other special allowances will be paid for in actual minutes at the rate provided; in other than passenger service as provided in Rules 29 and 30.

SPECIAL ALLOWANCES DEDUCTED

(a) Unless otherwise specified in this agreement special allowances made will be deducted from overtime to avoid duplicate payment.

Rule 61

TRIP REPORT INCORRECT

(a) If a trip report is incorrect, conductor will be notified in writing by the superintendent and given an explanation of reason for correction. The trip will be paid in accordance with the superintendent's understanding; but if on investigation, such understanding is found to be erroneous, correction will be made later. Pending investigation, the superintendent will retain the trip report.

Full opportunity will be given for explanation, and correction will be made, with equal care whether in favor of or against an employe, even should the employe not have observed the error.

(b) When deduction or additional allowance is made for some specific cause, that is not covered by the current time slips, notice will be sent to the conductors at the time entry is made on the time roll. Shortage of one day or more will be paid by time check.

NOTE: See Appendix, pages 88; 123-124.

Rule 62

(Blank.)

Rule 63

CALLING

(a) Conductors will be called within reasonable limits of register office and will be called at the address designated in the book kept for that purpose at register point. Superintendents will agree with their conductors on reasonable limits.

The above does not apply to conductors assigned to regular passenger trains which are due to leave Chicago, St Louis, Kansas City or Denver between the hours of 8 a.m. and 11 p.m., nor to branch lines where trains are due to leave from the end of the line between the hours of 8 a.m. and 8 p.m.

(b) When conductors have telephones, they will be called by 'phone regardless of distance.

(b) Interpretation: It is understood that this does not include any cases where there is a toll charge.

(c) Conductors will be called as nearly as possible one and one-half hours in advance of time at which ordered to report for duty.

This will not prevent a shorter or longer call being made in individual cases when agreed to between the superintendent and conductors.

(d) When the location of a yard office or passenger station at a terminal is changed, conductors residing within the fixed calling limits at the time of the change will still be considered as within the calling limits.

(e) Where conductors cannot be raised by telephone, they will, if living within the fixed calling limits, be called by messenger.

NOT CALLED

(f) If through the fault of the railroad or any of its employes a conductor is not called and thereby loses a trip through no fault of his, he will be paid for the time lost, but may be used extra in his class of service if permitted to resume his run or car without being absent from it more than two trips. It is understood that a freight conductor may be used in passenger service but a passenger conductor will not be used in freight service. This rule will not apply to pool conductors run around, pay for which is provided in Rule 20. This rule shall not be deemed to relate to a failure properly to assign a conductor under the provisions of this schedule relating to seniority.

NOTE: See Appendix, pages 71-72.

Rule 64

CALLED AND NOT USED

(a) When a conductor has been called and not used, actual time with a minimum of 2 hours at through freight rates will be allowed, and he will stand first out. If not again called to leave within 4 hours from the time first ordered for, a minimum of 8 hours at through freight rates will be allowed and he will stand last out.

CALLED, PERFORMS SERVICE AND NOT WANTED

(b) When a conductor has been called, performs service in connection with his train, and afterwards is notified he is not wanted, actual time with a minimum of 4 hours at through freight rates will be allowed, and he will stand first out. If not again called to leave within 4 hours from the time first ordered for, a minimum of 8 hours at through freight rates will be allowed and he will stand last out.

CALL CANCELLED

(c) In case a call is cancelled before a conductor leaves his home or way car between the hours of 8 a. m. and 10 p. m., no compensation will be allowed.

REPORTING FOR DUTY

(d) In assigned road service where employes report for duty without being called and it is desired on any day to defer the reporting time, advance notice shall be given not less than the usual advance calling time for reporting for duty at each terminal and in accordance with usual calling practices at such terminal. The employe shall be notified at such time when he is to report and only one such deferment may be made. 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. If not so notified, the reporting time shall be as provided in the assignment.

(e) Where employes are called, existing rules or practices are not changed or affected by this rule.

(Paragraphs (d) and (e) became effective August 1, 1952.)

Rule 65

DELAYED BETWEEN TERMINALS

When conductors are delayed between terminals on account of wrecks, washouts, snow blockades, or other track obstruction, they shall be paid a minimum of 100 miles, or one day, for the first day, and for each succeeding day will be allowed not less than 100 miles, or one day, at the rate for the class of service in which engaged.

Rule 66

(Blank.)

Rule 67

DEADHEADING

(a) Conductors will be paid actual mileage for deadheading as follows:

One-half through freight rate when deadheading on a passenger train to or from passenger, piloting or work train service.

One-half through freight rate when deadheading on a freight train to or from passenger service.

Full through freight rate when deadheading on a passenger train to or from freight or yard service.

Full through freight rate when deadheading on a freight train to or from freight, piloting, work train or yard service.

DEADHEADING TO RELIEVE

(b) A conductor deadheaded to an outside station to bring in a train tied up under the law, will be paid actual miles at through freight rates, and actual miles or hours, with a minimum of 100 miles or 8 hours, from the time of arrival at tie-up point until arrival at the terminal.

(c) A conductor deadheaded to outside station to relieve conductor account hours of service law, who does not relieve and is deadheaded back, will be paid a minimum of one day at through freight rates.

(d) When necessary to deadhead one or more conductors in freight service, the last conductor will run the train. The first conductor deadheading will stand first for further duty, their position to be determined by time of arrival of their way car.

NOTE: Deadheading in voluntary exercise of seniority will not be paid for.

NOTE: See Appendix, pages 82-83.

Rule 68

PILOTS

When pilots are required and conductors are available, they will be used for piloting trains, and will receive ()* cents per mile, with a minimum of 100 miles or 8 hours.

When delayed one hour or more after arrival, full time, less 30 minutes, will be paid, subject to Rule 30.

NOTE: See Appendix, pages; 107-108.

Rule 69

ATTENDING COURT OR INQUESTS

Conductors attending court or inquest under instructions from the railroad, will be paid full time for time lost; and living expenses if away from home; if no time

*See Table of Rates, Page 1.

is lost, actual time will be allowed while so engaged; the railroad to receive the witness fees.

If court service is at his home or other layover station, and conductor loses no trip, actual time while in attendance at court will be allowed. If court service is at other than home station or layover point and no trip is lost, to be paid by the hour for actual time traveling to and from the point where court or inquest is held, and for the time engaged in court, with a minimum of 8 hours if no trip is made which is credited to that calendar day.

Question 17. Where rule provides that conductors or trainmen attending court or inquest will be paid "full time for time lost," does this include overtime paid at punitive rate on trip lost, or should overtime be computed at pro rata in computing "time lost?"

Decision. "Full time for time lost" guarantees the employe the same amount as was earned by the employe performing the service. (See Section (e).)

Rule 70

ATTENDING RAILROAD INVESTIGATIONS

Conductors attending railroad investigations will be paid full rates for time lost when not found at fault. It is understood under the foregoing that men will not be disturbed during the rest period to attend investigations or answer communications except in cases of emergency

If conductors are called for investigations they will not be held unnecessarily, but such investigations will be conducted without unnecessary delay.

Interpretation. It is agreed that when men are called for investigations the investigations will be conducted with the idea of not holding the men unnecessarily. They will be called as nearly as possible at the time the officers will be ready to start the investigation, and be released promptly as possible.

It is agreed that the investigations will be held at the home terminal of the men, when possible; and that the practice of calling men in from outside terminals to division headquarters will be abolished, except in case of absolute necessity.

It is agreed that we will make every effort possible to get every road to agree that each road will permit the examination of employes of other roads running over their tracks to be made by the officers of such tenant railroads.

Rule 71

ASSIGNED TO OTHER THAN REGULAR DUTIES

A conductor assigned to other than his regular duties will be paid the established rate for the service performed, but in no case shall the conductor so assigned be paid less than he would have earned on his regular assignment.

Rule 72

RANK AND RIGHTS

(a) Conductors will take rank from date of their employment or promotion and will have choice of runs on their respective seniority divisions to which their age in service entitles them. Temporary assignment does not constitute a promotion. In case two or more brakemen are examined on the same day, seniority in service will govern relative standing. If on account of sickness or other causes beyond his control a man is unable to present himself for examination in regular turn, it will not affect the record date of his promotion. Present standing of men shall not be changed by this rule.

(b) A man's rank as conductor has no effect upon his rank as brakeman, and should it become necessary to reduce the force to such an extent that there are brakemen older in the service than conductors acting as brakemen, the brakeman, on account of his age in service, shall have preference as to employment; but when the number of conductors is again increased, the conductor so suspended on account of the seniority of the brakeman, will resume his old rank as conductor. The same rule applies in case of passenger conductors reduced to freight service, collectors and train baggagemen reduced to brakemen.

Conductors employed as such will hold seniority rights as brakemen from date of entering service as conductor.

PROTECTING SENIORITY

(c) Conductors may not voluntarily relinquish their rights as conductors and assert seniority as brakemen, without losing their rights as conductors thereby.

POSTING SENIORITY LISTS

(d) A corrected seniority list will be posted by superintendents before January 20th each year and a copy of same furnished the local and general chairmen.

NOTE: See Appendix, pages 108 to 111.

Rule 73

LEAVING ONE DIVISION FOR ANOTHER

When a conductor leaves one division of his own accord to work on another division, he shall be considered as a new employe. If temporarily transferred by order of the railroad, the same rights, possessed on the first division, will be maintained on his return to the same, provided, he is not absent over six months. When transfer of conductors from one division to another is made, arrangements will be made for a written record of such transfer and such record will be posted on bulletin boards at time of transfer. When conductors are transferred from one division to another, they will be considered as new men on the division to which they are transferred, and the home conductors shall have first rights there. If permanently transferred, they shall rank as new men from date of temporary transfer.

Rule 74

EMPLOYING MEN

(a) When it becomes necessary to employ additional men, the superintendents will, so far as practicable, employ men from other divisions of the System who have good records and whose services have proven satisfactory. When men are employed they will be notified of the acceptance or rejection of their applications with just as little delay as possible.

(a) Interpretation: It is understood that no compensation will be allowed when men go from one division to another for employment.

It is understood that whenever the superintendent of one division has a surplus and is obliged to lay off any men, he will notify the other superintendents of the System by wire.

SERVICE LETTER

(b) When requested in writing, any conductor leaving the service of the railroad will be given a letter stating his term of service, capabilities and capacity in which employed and whether he has been discharged or has left the service of his own accord. This letter to be furnished as soon as possible but within ten days.

(b) Interpretation: When special request is made, every effort will be made to get the service letter to the conductor with the least possible delay. Wires will be used, when necessary.

Rule 75

FULL PAY TO ASSIGNED CONDUCTORS READY FOR WORK

(a) Assigned conductors ready for work will receive a full month's pay, it being understood that no time will be deducted on account of trains being annulled except on account of snow blockades, washouts or serious wrecks preventing the operation of trains or on account of the following holidays: New Year's, Fourth of July, Thanksgiving and Christmas.

Conductors may also be used in any other service to complete guarantee when for any reason regular assignment is discontinued, but such service shall be paid for at the schedule rates unless the earnings from such rates would be less per day than would have been earned in regular assignment, but they will not run around any pool conductors available at the time used.

(b) Payment of guarantee for assigned service under Rule 75 will be governed by the 12-hour limit at initial terminal only, as follows: If conductor leaves initial terminal within 12 hours after regular leaving time, the trip will be considered as in the assigned service; after 12 hours, payment will accrue for the assignment guarantee, and the trip will be considered as separate or additional service to be paid for under the schedule.

(c) Where a conductor subject to Rule 75 and assigned on a continuous basis is released at an intermediate point in his assigned day's service (other than under Rules 65 or 84), the assigned day's service shall be considered completed under the guarantee of Rule 75, and service out of such point will commence a new day to be paid for under the schedule.

NOTE: See Appendix, pages 85-87.

Rule 76

LEAVE OF ABSENCE

Conductors will not be granted leave of absence for a longer period than six months, except on committee work or in case of sickness of themselves or members of their immediate family.

NOTE: See Appendix, pages 110-111.

Rule 77

ASSIGNMENT TO INTERDIVISION RUNS

(1) When conductors run on or over two or more seniority divisions, the assignment shall be made on

basis of percentage of miles run on each division. Assignments affected by lap mileage shall be computed on a mileage percentage basis wherever this rule may apply, with the understanding that no claim of less than 51 per cent of the total mileage as required by the railroad for a month's work to be considered. Mileage of passenger and freight service to be figured separately.

Interpretation. In cases where conductors run on or over two or more seniority divisions, the assignment of conductors will be made by the superintendents of the several divisions with the approval of the general superintendents, it being understood that such conductors, shall be assigned as nearly as possible on a mileage basis; any division having train mileage equal to 51 per cent or more of the average monthly mileage made by each of the conductors in joint runs to be entitled to representation on such joint runs. Passenger and freight mileage to be considered separately in applying the provisions of this rule.

**INTERDIVISIONAL INTERSENIORITY DISTRICT,
INTRADIVISIONAL, AND/OR INTRASENIORITY
DISTRICT SERVICE (FREIGHT OR PASSENGER)**

(2) Where a carrier desires to establish interdivisional, interseniority district, intradivisional, or intraseniority district runs in passenger or freight service, the carrier shall give notice to the General Chairman of the organizations involved of its desire to establish such runs, giving detailed information specifying the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service, the purpose being to furnish the employees with all the necessary information. In all 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.

The parties will negotiate in good faith on such proposals and failing to agree, either party may invoke the services of the National Mediation Board. 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 employe organizations involved and an equal number of carrier representatives who shall be members of the Carriers' 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.

Every effort will be made to settle disputes over interdivisional service on the property and thus to minimize the number of appeals to the above National Committee.

(Section 2 became effective August 1,1952.)

Rule 78

PROMOTION TRAIN SERVICE

(a) Promotions will be governed by seniority, character, ability and merit. Unless the superintendent has good and sufficient reason, the oldest man in point of service on same seniority list will be first for promotion. Passenger conductors will be promoted from the ranks of freight conductors; freight conductors from the ranks of brakemen, flagmen and train baggagemen (except where train baggagemen are employed by the Express Company); provided, however, that a passenger brakeman, flagman or train baggageman shall have had at least two years' actual experience in freight service as a freight conductor or freight brakeman on the Chicago, Burlington & Quincy Railroad or a foreign railroad (provided said previous experience as a freight conductor or freight brakeman on a foreign railroad is shown on his application for employment, and have had at least three months' freight service immediately preceding promotion to a freight conductor.

(a) Interpretation: When a brakeman is not promoted to conductor in accordance with his seniority on account of not being qualified as provided in Rule 78-a, the reasons for not promoting him in his turn will be made a matter of entry on his service record, a copy to be furnished brakeman not promoted who will be required to acknowledge receipt.

PROMOTION OFFICIAL POSITION

(b) In case a conductor is promoted to an official or semi-official position with this railroad (agents excepted), or is employed as salaried chairman, he will be considered in the service of the railroad as to his rank and rights of promotion and will retain the same rank he would have gained if in actual train service

(b) Interpretation: A conductor accepting a position as superintendent, assistant superintendent, trainmaster, assistant trainmaster, yardmaster, assistant yardmaster, freight loading inspector, tourist agent, depot master, train rules examiner, or any similar position with the railroad will retain his seniority rights on the division where employed.

Effective March 1, 1926, a trainman who has been promoted to an official or semi-official position with this company; or elected as a salaried chairman, as provided in paragraph (b), and interpretation (b) thereto, will be promoted to conductor in accordance with his seniority as a brakeman provided:

- (1) He must have had at least two years experience in freight train service.
- (2) If he passed satisfactory examination for conductor his name will be placed on the conductors' seniority list in accordance with his seniority as brakeman
- (3) That if and when he returns to train service he will be required to serve at least three months as freight brakeman before he will be eligible to act as a conductor.

ASSIGNED TO YARD SERVICE

(c) A conductor assigned by the railroad to yard service will retain seniority in train service for six months. Should he elect to remain in yard service for a longer period than six months, he will forfeit all rights in train service. He shall not be required by the railroad to remain in yard service longer than six months. This rule not to apply to small yards where conductors do yard work and hold road right.

NOTE: See Appendix, pages 112 to 115.

Rule 79

VACANCIES ADVERTISED

All assigned runs or vacancies on such runs shall be advertised by bulletin for a period of ten days, and bulletin shall be posted immediately when such runs are

open for assignment, or vacancies occur; except when the senior conductor makes application for a bulletined run, he shall immediately be assigned to such run and bulletin withdrawn. It is understood that conductors accepting these bulletined runs may hold them for a period of one year regardless of seniority rights of older conductors in the service, except that when an older conductor in the service loses his assignments through a reduction of force, or through no fault of his own, he shall be given any run his seniority will entitle him to hold providing he makes application for the run within a period of thirty days. Conductors may voluntarily relinquish their rights to assignments. However, after a conductor has held an assigned run one year, any conductor holding older seniority can displace the assigned conductor. In event there are no applications for a bulletined run from conductors thus assigned, the oldest conductor then braking will be assigned. Temporary vacancies in passenger service, caused by sickness, leave of absence, etc., may be filled by the senior conductor making application therefor when such vacancies are for thirty days or more. A change in points of lay-over, a change of time of at least six hours, or a change in mileage to the extent of 500 miles or more per month, will be sufficient cause to bulletin a run

NOTE: See Appendix, pages 116 to 118.

Rule 80

REDUCTION OF FORCE

In reduction of force, unless the conductor is notified in writing when laid off that his services are such that he cannot be re-employed, he shall retain his seniority rights from the time of first employment, provided he re-enters the service and passes a satisfactory physical examination, and provided he keeps his superintendent informed of his address and any changes of address, and is ready to respond promptly when called upon for service.

NOTE: If a conductor has had an aggregate of one year's service he will not be given a letter that his services are such that he will not be re-employed.

Rule 81

PAY TRAINS, OFFICERS' SPECIALS OR INSPECTION TRAINS

Pay trains, demonstration or exhibition trains, officers' specials or inspection trains shall be manned by at least one conductor and one flagman in train service. Conductor will be paid through freight rates as per Rule 8.

If held in or laid up for one day or more he will be paid a minimum day at through freight rate, living expenses to be borne by the railroad when away from home. (This paragraph also applies to exhibition and demonstration trains.)

Rule 82

TRAIN ORDERS OVER TELEPHONE

In every instance dispatchers will endeavor to plan train movements to enable them to issue orders to conductors through open offices.

Conductors will not be required to take orders over the telephone except in cases of necessity to avoid unreasonable delays that could not be anticipated by the dispatcher.

Conductors will not be required to deadhead to blind sidings to secure block for their trains. This will be left optional with the conductor.

NOTE: See Appendix, pages 72-120.

Rule 83

FINES

Conductors will not be required to pay fines on account of breakage.

When conductors are fined for blocking crossings and investigation shows it was through no fault of their own, the railroad will refund to them the amount of the fine.

TIE-UP UNDER LAW

Rule 84

In compliance with the conditions of Agreement, dated April 19, 1908, and effective April 1, 1908, between the Order of Railway Conductors, the Brotherhood of Railroad Trainmen, the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen, on one hand, and a Conference Committee of Railway Managers on the other, the following agreement, covering conditions arising under Federal and state laws governing hours of service of railway employees, is incorporated in this Schedule, viz.:

(a) Under the laws limiting the hours on duty, crews 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 the expiration of fourteen hours on duty under the Federal law, or within two hours of the time limit provided by state laws if state laws govern.

(b) If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their services will be paid for under the individual schedules of the different roads.

(c) When road crews 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.

(d) A continuous trip will cover movement straightaway or turn-around, 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.

(e) Road crews tied up under the law will be paid the time or mileage of their schedules, from initial point to tie-up point. When such crews resume duty on a continuous trip, they will be paid miles or hours, whichever is the greater, from the tie-up point to the next tie-up point, or to the terminal. It is understood that this article does not permit crews to be run through terminals unless such practice is permitted under their schedules.

(f) Road crews tied up for rest under the law, and then towed or dead-headed into terminal, with or without engine or caboose, will be paid therefor as per paragraph (e) the same as if they had run the train to such terminal.

NOTE: See Appendix, page 119.

Rule 85

DISCIPLINE

In case of entry on record or discharge of any conductor, he may, if he desires, have a thorough investigation by the proper officers. Such desire shall be signified in writing within ten days of the date of such entry or discharge, and the investigation shall be begun as soon as possible, but within ten days of the date of such notice, and proceed with as little interruption as may be until completed. The conductor and his committeemen shall have the right to produce witnesses to testify in his defense, and

to question all persons giving evidence in his case, and to examine the notes of the original investigation. If the entry shall be found to have been without just cause, it will be removed and the conductor paid for all time lost; or if the dismissal shall be found to have been without just cause, the conductor will be reinstated and paid for all time lost.

Interpretation: "If entry shall be found to have been without just cause," etc. It is understood that if an entry is removed in the exercise of leniency alone, no compensation will be made for time lost.

It is also agreed that "entry will be removed" means that it shall be entirely eliminated from the records.

"Notes of original investigation" means the transcript of shorthand notes of questions and answers.

NOTE: See Appendix, page 122.

Rule 86

DIFFERENCES AS TO AGREEMENT

When differences as to this agreement and the practice under it arise, it is deemed best for the conductor and local officers to confer individually and in a fair spirit dispose of the matters; if, however, conductors desire to present their views to any operating officer of the railroad by means of a committee, selected from men in the employment of the railroad, they will be privileged to do so. Service on such committee will not prejudice the standing of any conductor.

Conductors on business relating to grievances concerning this railroad and its conductors, will be granted necessary leave of absence and furnished transportation over this railroad.

NOTE: See Appendix, pages: 123-124.

Rule 87

REPRESENTATION

The right to make and interpret contracts, rules, rates and working agreements for road conductors, assistant conductors (ticket collectors), regular or extra while acting as such, shall be vested in the regularly constituted committee of the Order of Railway Conductors. This, however, does not abridge the right of any conductor to take up a personal grievance with the officials of the railroad, either by a personal representative or through the committee of the organization with which he is

affiliated. Adjustment by the management in such cases will be made in accordance with the conductor's schedule.

Rule 88

RULINGS ON AGREEMENT

All rulings made with reference to any article enumerated will be made by the General Managers in writing, and copies of said rulings furnished to the General Chairman.

Rule 89

RULES OF EACH CONDUCTOR

Copy of these rules will be mailed to each conductor affected by them who will be required to receipt for same. General and local chairmen will be furnished extra copies.

Rule 90

MORE THAN ONE CLASS OR ROAD SERVICE RULE

Road employes (conductors) employed in any class of road service may be required to perform two or more classes of road service in a day or trip subject to the following terms and conditions:

A. Payment:

1. Except as qualified by A-2 below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day will be paid for the combined service.

2. Road employes (conductors) in through freight and passenger service only shall receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis for all additional time required in the other class of road service.

The rate paid both for the regular trip and for the additional time shall be the highest rate applicable to any class of service performed during the entire day or trip.

Overtime rate shall apply to the extra compensation only to the extent that the additional service results in

overtime for the entire day or trip or adds to overtime otherwise payable for hours required for the regular trip.

EXAMPLES FOR THE APPLICATION OF THIS PARAGRAPH A-2 ARE:

(a) An employe in through freight service on a run of 100 miles is on duty a spread of 8 hours, including 2 hours of another class of road service - Employe will be paid 100 miles or 8 hours at pro rata rate for the trip plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(b) An employe in through freight service on a run of 100 miles is on duty a spread of 9 hours, including 2 hours of another class of road service - Employe will be paid 100 miles or 8 hours at pro rata rate for the trip plus 1 hour at pro rata rate and 1 hour at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(c) An employe in through freight service on a run of 100 miles is on duty a spread of 10 hours, including 2 hours of another class of road service - Employe will be paid 100 miles or 8 hours at pro rata rate for the trip plus two hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(d) An employe in through freight service on a run of 100 miles is on duty a spread of 12 hours, including 2 hours of another class of road service - Employe will be paid 100 miles or 8 hours at pro rata rate plus 2 hours at time and one-half for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(e) An employe in through freight service on a run of 150 miles is on duty a spread of 10 hours, including 2 hours of another class of road service - Employe will be paid 150 miles or 12 hours at pro rata rate for the trip, plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

B. This rule applies to:

1. Unassigned and/or assigned road service.
2. Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty.

3. Passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

C. This rule does not involve the combining of road with yard service nor modify or set aside:

1. Lap-back or side trip rules except when a combination of service includes work, wreck, helper or pusher service and such movements are made in the performance of work wreck, helper or pusher service.

2. Conversion rules.

3. Terminal switching and/or special terminal allowance rules.

(The Rule became effective February 1, 1953.)

**NO.2 -- RULING GOVERNING SERVICE
AFTER COMPLETION OF ASSIGNMENT
OR DAY
(See Rule 36)**

Assigned conductors required to make a short trip or trips before regular assigned trip, will be paid therefor, on the same basis as though the additional trip or trips had been made after the regular assignment.

**NO. 3 -- GOVERNING THE USE OF YARD
CREWS IN 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 just 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. Pulling in road crews tied up under the law will not be considered an emergency unless main line is blocked or there are no pool or extra crews with rest up available. A road crew is available when rest is up and is subject to call.

NOTE: See Appendix, pages 147 to 169.

Rule 91

The following from the Cleveland Compact is adopted, effective March 1, 1920:

Article III

Road men shall have the right to man work trains that are operated partly within switching or yard limits, and partly on the road adjacent to such yard or switching limits.

Yardmen shall have the right to man all work train service operating exclusively within the recognized confines of yard or switching limits.

Article X

Road conductors shall be entitled to man all revenue passenger trains, even though such trains are operated partially or entirely within yard limits

ACCEPTED:

FOR THE RAILROAD:

J.E. Wolfe
Assistant Vice President

J. F. Mullen
Senior Staff Officer

FOR THE CONDUCTORS:

F. H. Beckley
General Chairman, ORC&B

II. E Kivett
Vice Chairman, ORC&B

F. F. Downey
Secretary, ORC&B

Chicago, Illinois,
December 1 1955.

Appendix

Chicago, July 25, 1952

Cir. 516-65

Mr. F. H. Beckley
General Chairman, ORC
Lincoln, Nebraska

Dear Sir:

Referring to discussion at conference on July 23 and again today, in regard to the rate of pay applicable to conductors on road assignments to whom road rates have been paid where the yard helper's rate is applied to the trainman.

It was tacitly agreed at the conference on July 23 that in order to obviate a condition where the supervisor is paid less than those whom he supervises, we will, as a matter of equity even though the agreement of May 23, 1952 contains no such requirement, make effective on August 1, 1952 the payment of yard foremen's rate to the conductors on the assignments more specifically described herein.

The payment of yard foremen's rate to these conductors is with the distinct understanding that all of the rules heretofore applied to the service in question will hereafter apply and this is also true of all working conditions, practices or other conditions of employment, whether covered by rule or unwritten understanding or however else arising, will remain exactly the same, notwithstanding the fact that yard foremen's rate will, on and after August 1, be applicable.

If you concur in the foregoing, please confirm your acceptance thereof by affixing your signature in the space provided therefor at the lower left-hand corner of this communication.

Yours truly,

J E. Wolfe C

C
ACCEPTED:

F. H. BECKLEY
General Chairman, ORC

MEMORANDUM OF AGREEMENT

between the

**CHICAGO, BURLINGTON & QUINCY RAILROAD
COMPANY**

and

**ORDER OF RAILROAD CONDUCTORS
AND BRAKEMEN**

1. Rule 6(e): Passenger conductors who are required to check in passengers (collect tickets and fares) before they board train at the initial terminal of the conductor will be paid according to Rule 6(e) but with a minimum of 30 minutes for such special service. Initial terminal delay will be paid for under the National Agreement.

EXAMPLES:

(a) On duty 10:00 PM, schedule leaving time 11:15 PM, check in passengers at desk -- payment 45 minutes;

(b) On duty 10:00 PM, schedule leaving time 10:45 PM, check in passengers at desk -- payment 30 minutes;

(c) On duty 10:00 PM, schedule leaving time 11:00 PM, check in passengers at desk and then delayed until 1:00 AM for connection -- payment 30 minutes for special service 10:00 PM to 11:00 PM and 60 minutes initial terminal delay 11:00PM to 1:00 AM;

(d) On duty 9:00 PM, no checking in of passengers at desk - delayed 3 hours until 12 midnight for connection -- payment 120 minutes.

2. Allowances provided for in Articles 1, 2 and 3 of the Road-Yard Switching Agreement, dated March 12, 1941, will be at the rate of \$3.1425 per hour (3/16ths of the current daily wayfreight rate plus 27c) and allowances provided for in Articles 4 and 5 of said agreement will be at the rate of \$2.105 per hour (1/8th of the current daily wayfreight rate plus 19c)

3. When a passenger conductor is required to supervise and assist in the work for which the head brakeman member of the crew is paid an additional allowance for handling so-called "head end commodities", an additional allowance of \$.003667 per mile (55c per 150 miles) will be made to such conductor.

4. When an extra conductor who is first out and available is run around, he will be allowed 8 hours at pro rata through freight rate and will go to the foot of the extra list. When the available emergency conductor who stands

for conductor service is run around he will be allowed 8 hours at pro rata through freight rate. In no case will a conductor be allowed more than 16 hours for any one instance involving a succession of runarounds.

5. When a train is stopped because a fixed signal fails to clear, which necessitates copying a train order, clearance Form F, or message, if the conductor is required to copy such train order, clearance Form F, or message, he will be allowed 30 minutes pro rata through freight rate in each instance, in addition to other trip allowances. If a conductor is required to copy train orders by telephone from dispatcher or operator at another station, other than as provided for in Rule 54 of the Conductors' schedule agreement and other than in case of storms, fogs, casualties, accidents; obstructions caused by wrecks, washouts, high water, slides and snow blockades; unusual delay due to failure of fixed signal to clear; unusual delay to trains due to hot boxes, engine or other equipment failures, and break-in-twos, or other unforeseen situations where life or property may be in jeopardy, requiring immediate attention, which could not have been anticipated when train was at previous telegraph office and which would result in serious delay to trains, he will be allowed 30 minutes pro rata through freight rate for one or more train orders copied at one station in addition to other trip allowances, and separate allowance will be made at each station if required at more than one station. This will not apply to telephone conversations, nor to check of overdue trains at junction points or spur tracks where it is provided for in Mediation Agreement A-546 and no payment will be made therefor, nor will any payment be made in the emergency circumstances expressed in this section.

6. (a) The mileage rate provided for in schedule agreement Rule 7(a) will be adjusted from \$.05439 to \$.05556, and this rule will continue to apply when freight cars are handled in a passenger train; claims for application of the provisions of agreement pertaining to more than one class of road service in lieu of provisions of Rule 7(a) are withdrawn.

(b) Neither the allowances provided for in Rule 7(a), nor in the More Than One Class of Road Service Rule, nor any penalty payment will accrue as a result of the handling of household goods of officers or employes who are transferred by the company, in baggage cars moving in passenger trains on free billing.

7. Notwithstanding any provision to the contrary in Agreement dated January 28, 1938, or elsewhere, a conductor need not be furnished on Woolery or similar type weed burners, nor on rail layer machines equipped with bucket for ditching, while in use on branch lines.

8. Request for the assignment of a conductor with light engines is withdrawn.

9. When an emergency conductor is called to fill a vacancy as conductor at an outlying point, he will be required to remain on the position for which called for the duration of the vacancy, except that when an extra list of conductors is maintained to protect vacancies in the territory in which the outlying point is located, such emergency man will be relieved by an extra conductor as soon as one becomes available. The emergency conductor will be compensated for deadheading to the vacancy and the extra conductor will be compensated for deadheading from the point where the vacancy occurred to division headquarters so that not more than one deadhead to the vacancy and one deadhead from the vacancy will be paid.

This provision will not have application on the Lincoln Division. It will be our purpose, at the first opportunity, to discuss existing conditions on the Lincoln Division and at that time an endeavor will be made to either apply the provisions of this article to Lincoln or to work out something to be applied on the Lincoln Division which is mutually satisfactory to the parties.

This understanding expresses the points and conditions on which the undersigned parties are in accord for their mutual interest and benefit.

Signed at Chicago, Illinois, this 8th day of August, 1955.

FOR THE ORDER OF
RAILWAY CONDUCTORS
AND BRAKEMEN:

FOR THE CARRIER:

F.H. BECKLEY
General Chairman

J. E. WOLFE
Assistant Vice President, Labor Relations

H. E. KIVETT
Vice Chairman

J. F. MULLEN
Sr. Staff Officer

Effective September 1, 1955

MEDIATION AGREEMENT

In settlement of differences between the Chicago, Burlington and Quincy Railroad Company and its employees in train and engine service represented by the Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Locomotive Engineers, Brotherhood of Railroad Trainmen and Order of Railway Conductors, arising out of claim for compensation for handling express on freight or mixed trains (Board of Mediation file C-539), it is agreed:

Effective December 1, 1932, conductors or brakemen on freight or mixed trains required to handle express will be allowed compensation at the rate of \$15.00 (now *) per month. Where more than one crew is assigned to run or runs the member of each crew that handles express will be paid \$15.00 (now *) per month. Where handled by pool crews, subdivide amounts that would be paid assigned crews.

Conductors or brakemen who have been required to handle express and not compensated therefor will be compensated retroactively at the rate of 34c per day (.34c per mile). Retroactive adjustment herein provided will not apply prior to September 13, 1928.

ACCEPTED FOR THE
EMPLOYEES:

J. P. FERRELL
Vice Pres. B. of L. F. & E.

R. E. EDRINGTON.
Asst. Grand Chief
Engineer, B. of L. E.

F. J. WILLIAMS
Vice President, O.R.C.

W. W. McKIRCHY
Vice President, B. of R. T.

Witnessed: J. W. WALSH,
Mediator, U. S. Board of Mediation

Chicago, Illinois
March 28, 1933.

**INTERPRETATION
of Mediation Agreement Dated at Chicago,
Illinois, March 28, 1933**

Subject to the terms of existing agreements between the Chicago, Burlington and Quincy Railroad and the Order of Railway Conductors and the Brotherhood of Railroad Trainmen and based on testimony presented at the hearing, the Board of Mediation interpretation (as meeting the requirements of Section 5 Second, Railway Labor Act) is as follows:

Paragraph 2 of Mediation Agreement: The payment of fifteen dollars (\$15.00) (now *) per month as established by the agreement is a monthly payment applicable to the member of an assigned crew or crews

*See Table of Rates, Page 1.

required to handle express regardless of the number of days of the assignment such work is required.

Paragraph 3 of Mediation Agreement: The retroactive adjustment provided for in this paragraph should be applied in the same manner as the payment provided for in paragraph 2.

By direction of the Board of Mediation:

GEORGE A. COOK
Secretary,
Board of Mediation

Washington, D. C.
May 17, 1934.

HEAD END -- MOTOR CARS

Effective September 1st, 1932, conductors of motor cars where no brakeman is assigned and who perform head-end work, will be allowed compensation therefor at the rate of \$17.50 (now *) per month independent of guarantee provided for in Rule 12.

Chicago, August 3, 1946
T-1-C54

Mr. F. L. Smith
General Chairman, ORC
St. Joseph, Missouri

Dear Sir:

Referring to our discussion at conference today concerning numerous claims which have arisen involving contention that conductors and trainmen in assigned passenger service are entitled to the differential set forth in Rule 7(a) in instances where company material is handled on passenger trains.

At the conference referred to in the preceding paragraph, we made a thorough study of records covering correspondence and discussions which preceded settlement disposing of cases 112CT, 113CT, 114CT, 115CT, 116CT, 117CT, 118CT and we are convinced that the language, "Rule 7(a) applies when freight is handled in any kind of car in passenger trains" was not intended to apply to freight that is not traveling on revenue billing. This is evidenced in an irrefutable manner by the total absence of any showing that the parties intended to cancel the agreement effectuated by exchange of letters in 1936 which have been reproduced and for ready reference are attached hereto.

However, in order to dispose of all of the issues now before us, I am not unwilling to allow conductors in

*See Table of Rates, Page 1.

assigned passenger service the differential of Rule 7(a) for the actual distance carloads of company material are handled in regular passenger trains, such as traction motors, Diesel wheels or other non-revenue shipments of this character.

When LCL shipments of company material are handled on passenger trains, conductors will not be required to assist in the loading or unloading of such material except on runs where the conductor is allowed an arbitrary monthly allowance for handling headend commodities.

If you subscribe to the foregoing, please affix your signature in space provided therefor, and return original and one copy to me, after which I will dispose of all pending claims on the basis aforesaid

Yours truly,

J. E. Wolfe

ACCEPTED

F. L. SMITH
General Chairman, ORC

Omaha, Nebraska
October 17, 1936

Mr. H. J. Hoglund
Asst. to Executive Vice President
C. B. & Q. Railroad Company
Chicago, Illinois

Dear Sir:

Referring to your letter of June 19th, 1936, relative to claims of Conductor C. J. Warfield and crew, Conductor J. L. Julian and Conductor C J. Warfield and crew, Casper Division, for miles additional allowance at rates specified in Rule 7 account handling car of cattle shipped as freight in passenger train, your letter of the 19th allowing these claims.

With the understanding that payments have been made in these claims, we are closing our files.

Yours truly,

H. L. SMITH
General Chairman, ORC

W. G. WOLF
Act'g Gen. Chairman, BRT

Chicago, June 19th, 1936

Mr. H. L. Smith
General Chairman, ORC
Omaha, Nebraska

Mr. O. F. Rasmussen
General Chairman, BRT
Omaha, Nebraska

Gentlemen:

Referring to your letter of March 4th and our conference June 18th concerning claim of Conductor C. J. Warfield and crew, Casper Division, for 330 miles additional allowance at rates specified in Rule 7 account handling car of cattle shipped as freight in passenger train No. 30 Billings to Casper August 16, 1935; claim of Conductor J. L. Julian for 222 miles at rates specified in Rule 7 account handling car of cattle shipped as freight in passenger train No.30 Casper to Cheyenne August 16, 1935; and claim of Conductor L. C. Toler and crew for 315 miles at rates specified in Rule 7 account handling car of cattle shipped as freight in passenger train No.29 Casper to Laurel July 30, 1935.

In view of freight shipments being involved and as evidence of good faith, it not being the intention to defeat the purpose of Rule 7 by handling freight shipments of this character in baggage cars, claim will be allowed. It is understood this does not affect payment of regular passenger rates to crews of passenger trains handling Company material in baggage cars.

Yours truly,
H. J. HOGLAND

Chicago, June 7, 1945
T-387-44
T-I-I-74

Mr. F L. Smith
General Chairman, ORC
St. Joseph, Missouri

Mr. O. F. Rasmussen
General Chairman, BRT
Omaha, Nebraska

Gentlemen:

Referring to the discussion in conference this date and correspondence ending with your letter of April 5 in regard to claim of Conductor F V. Wilsam, Brakeman M. C. Brandt and J. J. Stablein, Aurora Division, for the difference between passenger rates as paid and through freight rates under Rule 8 account used on second section of train No.40 Burlington to Chicago, April 14, 1944.

This will confirm your withdrawal of this claim and the adopting of the following understanding:

When two or more sections of a regular passenger train are operated passenger terminal to passenger terminal, and operating conditions will permit, the regularly assigned train crew will be used on the section which handles the civilian passenger carrying equipment making the regular timetable stops. If more than one section handles civilian passengers and makes the schedule stops, the assigned crew will be used on the first section handling such equipment. Train baggagemen will be used on the first section on which baggage is handled.

Yours truly,
A. E. DAVIS

APPROVED:

F. L. SMITH
General Chairman, ORC

O. F. RASMUSSEN
General Chairman, BRT

Chicago, February 17, 1918.

Mr. A. T. Wright,
General Chairman, O.R.C.,
Council Bluffs, Iowa.

Mr. F. S. Barnes,
General Chairman, B. of R.T.,
Creston, Iowa

Gentlemen:

Referring to our conference here early part of January:

The following definition of special or extra passenger service under Paragraphs (a) and (b) of Rule 8 to be paid for at freight rates:

"Trainmen (either passenger or freight) handling extra or sections of passenger trains will be paid through freight rates until such service is bulletined as such in accordance with Rule 79, after which the passenger rate will apply provided the service is continued longer than ten days from the date bulletined. In case the service is not continued for ten days after date of bulletin, the crew will receive the through freight rate.

"It is understood that if the passenger rate is paid under the foregoing that the men are protected in the guarantee as per Rule 12."

will be satisfactory to us and we request that, in accordance with understanding in the conference, you take such action as is proper to ascertain if it will be satisfactory to your Committees.

On receipt of advice from you to that effect, we will issue instructions so that divisions may be governed accordingly.

Yours truly,

L. B. LYMAN,
Asst. Gen. Manager,
Lines East.

W. F. THIEHOFF,
Asst. Gen. Manager,
Lines West.

(Subsequently acknowledged by Committee and interpretation thereupon placed in effect.)

Chicago, August 30, 1949
218-T

Mr. P.C. Southworth
Asst. Grand Chief
Engineer, BLE
Chicago, Illinois

Mr. J. E. Magill
Vice President, ORC
Chicago, Illinois

Mr. J. L. Witherspoon
Vice President, BLF&E
Chicago, Illinois

Mr. W M. Dolan
Vice President, BRT
Chicago, Illinois

Gentlemen:

Referring to Case 218-T considered in conference August 30, 1949, regarding claim of Conductor W. G. Kenyon, Brakemen G. P. Schwartz and J. E. Hilton, Aurora Division, for payment of through freight rates in lieu of passenger rates as currently allowed on Second No. 50 Savanna to Chicago, September 2, 1946.

This will confirm the understanding that:

1. When, because of traffic interruptions, trainmen in assigned passenger service do not remain on the trains to which assigned, they will be made "whole" (less time lost for personal reasons) in the matter of wages paid for the period during which normal train operation was interrupted.

2. Where traffic is not interrupted and there is no local agreement providing otherwise, trainmen in assigned passenger service, if used on other than the train to which assigned, will be paid under schedule rules applicable to the service performed in addition to the mileage of their assignment. Local agreements that now exist may be retained, and new agreements may be executed where none now exist which provide that when extra sections,

stub, protection trains or other passenger trains of this character are operated ahead of scheduled trains to which trainmen are assigned, such trainmen may be used, by local agreement, on other than the train to which assigned and service thus earned may be applied against the assignment guarantee.

As this dispute falls within the category described in Section 2 hereof, disposition of this claim will be made under the provisions thereof.

Yours truly,
J. E. WOLFE

ACCEPTED:

P. C. SOUTHWORTH
Asst. Grand Chief Engineer, BLE

J. L. WITHERSPOON
Vice President, BLF&E

J. E. MAGILL
Vice President, ORC

W. M. DOLAN
Vice President, BRT

April 14, 1943

Case 57-C
Case 58-C
File T-243-41
File T-250-41

Mr. H. L. Smith
General Chairman, ORC
Omaha, Nebraska

Dear Sir:

Referring to cases 57-C and 58-C of supplemental docket which was referred to Grand Lodge Officers and were disposed of in accordance with Memorandum of Understanding agreed to by Mr. E. Flynn and committee of Grand Lodge Officers representing the employees.

I have issued instructions that effective at once conductors in road passenger service will be compensated under pertinent scheduled provisions in each instance where the crew or any member thereof performs terminal service which justifies additional payments under terminal switching rules. The understanding between Mr. Flynn and the Grand Lodge Officers committee contemplates withdrawal of the specific claims included in cases 57-C and 58-C.

Upon receipt of your acknowledgment of this communication our files will be closed.

Yours truly,
H. J. HOGLUND

May 26,1951.

Mr. J. E. Wolfe,
Assistant to Vice President,
C.B.&Q.R.R.Company
Chicago, Illinois

Dear Sir:

Referring to exchange of correspondence and conference concerning proposed understanding regarding use of pool freight crews out of home terminals; your file T-861-49

Please be advised that we subscribe to the proposal set forth in your letter of May 4, 1951, reading:

"A pool freight train crew will not be considered to be available for service out of its home terminal either in service or deadheading, unless where deadheading is concerned, legal rest as defined hereinafter will have been secured at the time required to report for service at the point to which deadheaded, until after the expiration of the longest legal rest period required by any member of the crew (eight hours or ten hours, as the case may be) provided there are sufficient extra men of the seniority district involved with rest up and subject to call for building up a crew."

with the understanding, as referred to in Mr. Roberts' letter of May 9, to you, that where local agreements are in effect providing that full rest is required before deadhead trips, such local agreements may be continued.

Your letter of May 4, 1951 and this communication will constitute letter agreement covering the subject matter and request that appropriate instructions be issued. We understand that the pending claims of pool crews account built-up crews used when they were available, will be authorized for adjustment, per our agreement.

Will you please advise.

Yours truly,

F. R. PIERCE
General Chairman, O.R.C.

V. R. ROBERTS
General Chairman, B.R.T.

(Subsequently acknowledged and made effective.)

Chicago, October 11, 1949
T-5-C-32

Mr. P. C. Southworth
Asst. Grand Chief Engineer, BLE
Chicago, Illinois

Mr. J. L. Witherspoon
Vice President, BLF&E
Chicago, Illinois

Mr. F. L. Smith
Acting Vice President, ORC
Chicago, Illinois

Mr. W. M. Dolan
Vice President, BRT
Chicago, Illinois

Gentlemen:

Referring to Case- 418-T-(a), claim of Conductor L. J. Senstad and crew, Casper Division, for allowance of 2 hours and 20 minutes under Rule 32, January 1, 1947, the same as if claimant crew had been held at Bonneville until the departure time of their waycar.

During our discussion of this case, I stated to you that I did not consider that the arrival of waycars, when crews are deadheaded on train not handling their waycars, determined the position of the crew at the point to which deadheaded, under Rule 67-D. Under such application of the rule, the actual time the deadheading crew arrived at the point to which deadheaded, would determine their position with respect to other crews.

The subject was discussed quite freely, and it was understood that, in line with my understanding of that part of Rule 67-D as set forth in the second paragraph of this communication, and it was understood that in the future, when pool crews are deadheaded to a point where they rotate with other crews, their waycar will be moved on the first train available (not including high speed passenger trains) to insure arrival at terminal so crew can come out in their regular turn, and the arriving time of the train on which the crew was instructed to deadhead would be controlling in the operation of first-in, first-out principles, without regard to the arriving time of their waycars. If their waycar does not arrive at that point in time to be used by the crew in their turn, the crew so deadheaded shall remain at that point until their waycar arrives, and if run around by other crews, shall be paid for each runaround in accordance with the provisions of Rule 20. In the event of a track obstruction preventing arrival of the crew's waycar, or in the event it becomes damaged so as to prevent its operation, the crew will retain their

position in the pool and be furnished a temporary waycar until the regular waycar is available.

It was understood that in the light of the foregoing, this particular claim would be withdrawn.

Please confirm this understanding by affixing your signatures at the space provided therefor at the lower left hand corner of this communication.

Yours truly,
J. E. WOLFE

ACCEPTED:

P. C. SOUTHWORTH
Asst. Grand Chief Engineer, BLE
J. L. WITHERSPOON
Vice President, BLF&E
F. L. SMITH
Acting Vice President, ORC
W. M. NOLAN
Vice President, BRT

Mr. J. K. Hines
Vice President, ORC
Chicago, Illinois

December 11, 1953
T-6-B

Dear Sir:

Referring to discussions at conference today in regard to the establishment of extra boards for conductors on this property.

In 1946 an agreement was made with Mr. F. L. Smith, at that time General Chairman of the Order of Railway Conductors, in regard to the establishment of extra boards and other related matters which include the following:

"In the event service requirements will permit, an extra list for conductors, to protect temporary vacancies in freight service, may be established.

"Such extra lists will operate on a rotary basis, first-in, first-out, and will be regulated by local officers and local chairmen representing conductors so as to (1) protect service requirements and (2) afford reasonable work opportunity to the conductors so assigned to such extra lists."

This will confirm the assurance I gave you today that the foregoing is still in full force and effect, and will be adhered to.

Yours truly,
J. E. Wolfe

ACCEPTED:

F. H. BECKLEY
General Chairman, ORC

APPROVED:

J. K. HINES
Vice President, ORC

cc: Mr. W. G. Rupp
Mediator

Chicago, April 21, 1937.
T-2-D-42

Mr. C. S. Montooth,
Sr. Vice-Pres., O. R. C.,
Cedar Rapids, Iowa.

Mr. W. P. Kennedy,
Vice-Pres., B.R.T.
(Also Repr. B.L.F.&E.)
900 Baker Bldg.,
Minneapolis, Minn.

Mr. J. F. Emerson,
Asst. Gr. Ch. Engr., B. L. E.,
Gr. Northern Hotel
Chicago, Illinois.

Gentlemen:

Referring to our conference on April 13, 1937 in connection with my letters of December 31, 1936 in regard to Awards 802, 803 and 804.

You requested that settlement reached to pay local or way freight rates under Rules 11 and 22 to engine and train crews of through freight trains that handle U. S. Mail or newspapers, unloading same as covered in above Awards also include loading same, and I agree to this.

This will confirm that understanding.

Yours truly,
H. J. HOGLUND.

cc-Messrs.:

H. L. SMITH, O. R. C,
O. F. RASMUSSEN, B. R. T.
C. H. ATKINS, B. L. E.
M. LARSON, B. L. F. & E.

Chicago, November 10, 1950
T-7-J-85
T-2-L-73
T-7-F-105

Mr. F. L. Smith
Genl. Chairman, ORC
St. Joseph, Mo.

Mr. V. R. Roberts
Genl. Chairman, BRT
Creston, Iowa

Gentlemen:

Referring to discussions at conference yesterday and today at which Messrs. Magill and Dolan were present, concerning several unadjusted matters which are more specifically described hereinbelow:

At the conference referred to it was agreed that we will:

UNIT TIE UP

Apply provisions of Unit Tie Up Agreement of November 16, 1949 as presently applied on divisions or subdivisions where no disputes were pending as of August 17, 1950, as to its application. On other divisions or subdivisions where disputes were pending on August 17, 1950, the crews will be paid as a unit until trains are yarded, waybills delivered and conductors have registered tie-up time on Federal register. Where a brakemen is required to perform service thereafter, his pay will continue until relieved at the point where he reports for duty on outbound trip.

When conductor is held responsible for engine movement from train to designated track, crew will be tied up as a unit when last member of such crew is relieved from duty.

The foregoing has application only to the relieving of crews in freight service and is not intended to change practices under Rule 34 or the Road-Yard Switching Agreements.

GUARANTEES UNDER RULE 75

Unless and until Rule 75 of the currently effective collective agreement is revised, conductors and trainmen in assigned road freight service, who do not lay off of their own accord or whose assignments are not annulled under the exemption provisions of said Rule 75, will be guaranteed minimum wages the equivalent of six (6) basic days at the rate of pay applicable to the class of service in which engaged each calendar week the assignment is in operation, against which earnings from assignment mileage, overtime payments and permissive switching payments may be applied.

On assignments where the guarantee provisions of this understanding are applicable, in the event more than one employe works on a particular assignment within a calendar week, the money equivalent of six (6) minimum days will be divided between such employes on the basis of the number of days within the week each employe performs service. For example, if the money equivalent of six (6) minimum days is \$60.00, one brakeman works two days and the other three days, the first man would be entitled to two-fifths (2/5) of \$60.00 and the second men to three-fifths (3/5) of \$60.00.

**DEADHEADING TO AND FROM SERVICE AT
INTERMEDIATE POINTS BETWEEN
RECOGNIZED TERMINALS**

(a) Except as provided in Rule 67(b) and (c) and Rule 68, when a conductor or trainman is deadheaded to unassigned service at an outside point, which is not a recognized terminal for conductors and trainmen in pool freight and unassigned service, computation of time payment for the first day the particular service is in existence, if the employe or employes are not placed under pay within two (2) hours of arrival at such intermediate point, such employe or employes will be compensated beginning two (2) hours after arrival at the intermediate point at the pro-rata rate of the service for which called, this payment not to exceed eight (8) hours within each twenty-four (24) hour period. Payment for time held will be computed separately from service actually performed.

(b) When a conductor or trainman is relieved from unassigned service at an intermediate point, such as is more specifically described in Item (a) hereof, on the last day of such service payment at one-half of the pro-rata rate applicable to the last service performed will begin after the expiration of two (2) hours from the time pay for last service terminated; this payment to continue until the beginning of deadhead.

(c) The payment referred to in Items (a) and (b) hereof, shall be entirely separate of deadhead payments that may be made for deadheading under pertinent rules of the applicable agreements.

If the foregoing is acceptable, will you please confirm by affixing your signatures in the lower left hand corner of this communication and, it will be appreciated if Messrs. Magill and Dolan will likewise indicate their approval of these understandings.

Yours truly,
J E. WOLFE

ACCEPTED:

F. L. SMITH
Genl. Chairman, ORC

V. R. ROBERTS
Genl. Chairman, BRT

J. E. MAGILL
Vice President, ORC

W. M. DOLAN
Vice President, BRT

Chicago, November 15, 1950

Mr. F. L. Smith
General Chairman, ORC
St. Joseph, Missouri

Mr. V. R. Roberts
General Chairman, BRT
Creston, Iowa

Gentlemen:

Referring to discussion at conference today, in regard to the agreements set forth in my letter of November 10, file T-7-J-85, T-2-L, T-7-F, Memorandum of Agreement pertaining to "Time Limit on Claims", letter of November 10 concerning agreed upon application of Rule 23 and another letter dated November 10, the substance of which deals with the four agreements or understandings herein referred to, more particularly that the acceptance of one of such agreements is contingent upon the acceptance of all.

At the conference this morning, the following was agreed upon:

Rule 75

In instances where more than one employe performs service within a calendar week on a position which is assigned to five (5) days of service each week, it is understood that if payment for assigned mileage, road overtime and permissive switching does not produce the equivalent of six (6) minimum days, each employe will be paid what he actually earned and the amount necessary to make up the guarantee of six (6) minimum days will be pro rated to each employe on the basis of the number of days each man worked on that assignment in that particular week.

It was understood that assignments which call for the payment of less than five (5) minimum days, exclusive of the six-day guarantee here under discussion, will not be established.

It is further understood that the agreement pertaining to five-day assignments does not in any way modify the provisions of Rule 75, particularly its application to assignments that call for the payment of six-hundred (600) miles or more, even though such assignments may work on less than six (6) calendar days.

In applying the provisions of this agreement where new assignments are created and are manned by extra men during the life of the bulletin or where such new assignments begin work on other than Monday, the six-day guarantee will be applied in this manner:

An assignment is bulletined to operate Monday to Friday, both days inclusive. The assignment is established

on Thursday. The incumbents of such positions would be guaranteed 2/5ths of six (6) minimum days for service performed on Thursday and Friday. Conversely, if an assignment is abolished at the close of the day's work on Tuesday, the incumbents of these positions would be guaranteed 2/5ths of six minimum days. This applies to either regularly assigned employes or extra men.

Where the six-day guarantee is involved and more than one employe works on a particular position within a calendar week, the Timekeeper will furnish each employe information in connection with the earnings of the assignment and the manner in which their weekly earnings were computed. If this information is not furnished it will be provided on request.

TIME LIMIT ON CLAIMS

It is agreed that Local Chairmen may alter, amend or modify claims they are appealing to Division Officers under Item 3 of this Agreement, provided such changes are made within the sixty-day time limit referred to in Item 1 of said agreement.

It is understood that on the effective date of the agreement pertaining to time limits for the handling of claims, the requirement that Local Statement of Facts be prepared, will be eliminated.

The provisions of the "Time Limit on Claims" agreement shall become effective on January 1, 1951 and excepting the provisions of Item 5, the provisions of this agreement will not be applicable to claims that were initially presented prior to January 1, 1951.

DEADHEADING TO AND FROM SERVICE AT INTERMEDIATE POINTS BETWEEN RECOGNIZED TERMINALS.

It will not be the purpose to deadhead employes in automobiles, trucks, or other vehicles that are not comfortable and safe, and reasonable complaints in this connection will be expeditiously handled with the General Chairman.

UNIT TIE-UP

Claims of record covering period November 16, 1949 to and including November 15, 1950 for unit tie-up of entire crew until last member of crew was relieved from duty, will be allowed.

Will you please confirm the foregoing by affixing your signatures in the space provided therefor at the lower left-hand corner of this communication.

Yours truly,

J. E. WOLFE

G

ACCEPTED:

F. L. SMITH
General Chairman, ORC

V. R. ROBERTS
General Chairman, BRT

J. E. MAGILL
Vice-President, ORC

W. M. NOLAN
Vice-President, BRT

December 11, 1953

T-6-C

Mr. J. K. Hinks
Vice President, ORC
Chicago, Illinois

Dear Sir:

Please refer to our conference concerning Case No.1 on the 1953 conference docket which is listed thereon as "Request that the mileage of conductors in pool freight service be regulated by the duly authorized representatives of the Order of Railway Conductors in accordance with Rule 31 of schedule governing conductors. Requests from individuals or representatives of other organizations dealing with the regulating of conductors' mileage in pool freight service will not be recognized."

We will issue instructions at once identically the same as those proposed by this office under date of September 4, 1937, which for convenience I quote:

"Please be governed by the following in the handling of pool crews in freight service when consistent with service requirements:

"As there is no provision in Rule 31 of the Conductor's and Trainmen's agreement limiting the mileage that may be made by crews in a freight pool, request to in-

crease or decrease the number of crews in a pool will not be acted upon unless such request is made jointly by the two Chairmen, except that crews may be added to meet the requirements of the service and reduced when it becomes apparent one of the crews in the pool will fall below 3,000 miles in a calendar month or other checking period agreed upon between the Superintendent and the two Local Chairmen."

Copy of the letter of September 4, 1937 from which the instructions are quoted herein, is attached for ready reference.

Please acknowledge and indicate your acceptance in final disposition of the requests referred to in the first paragraph of this letter, by signing in the space provided herein.

Yours truly,

J. E. WOLFE

ACCEPTED:

J. K. HINKS
Vice President, ORC

cc-MR. F. H. BECKLEY
General Chairman, ORC
Lincoln, Nebraska

WITNESSETH:

W. G. RUPP
Mediator National Mediation Board

August 11, 1944

T-2-G-17

Mr. O. F. Rasmussen
General Chairman, BRT
Omaha, Nebraska

Dear Sir:

Referring to our discussion on August 9 in regard to that part of agreement dated May 1, 1944, pertaining to Rule 33 of agreements with BofRT and ORC which reads:

"Road time will cease and terminal time will begin when the train reaches the designated main track switch connection with the yard or the semaphore governing the entrance to the yard or is stopped behind other trains at entrance to yard."

It was our understanding when the revision of Rule 33 was agreed upon, affirmed at the discussion on August 9, that computation of terminal delay payments to conductors and trainmen will begin at the same point where such payments begin for enginemen under the provisions of their Rule 8 and practices thereunder.

Will you please acknowledge receipt and advise if the foregoing is in conformity with the understanding reached?

Yours truly,
H. J. HOGLUND

D
Cy-MR. F. L. SMITH

Confirmed by ORC August 14, 1944.

July 28, 1953

T-1789-53

Mr. F. H. Beckley
General Chairman, ORC
Lincoln, Nebraska

Dear Sir:

Please refer to case considered in conference on July 22, 1953 concerning claim of Conductor E. A. McQuinn, Sheridan Division, for payment of 100 miles or 8 hours for trip outside of Sheridan Yard after arrival February 15, 1953, in lieu of final terminal delay which was currently allowed.

The circumstances, briefly, are that the claimant was conductor of train No. 80 from Laurel to Sheridan February 15, 1953 when the train broke in two just west of the west entrance of the Sheridan Yard. The crew pulled the head portion of the train into the yard and returned for the rear portion of the train. The head car of the rear portion of the train was about five car lengths west of the yard limit board, which yard limit board is 1,685 feet west of the general switching district limit.

Under the circumstances briefly described and in accordance with the provisions of Rule 36(a) allowance will be made in the amount of 100 miles less the 1 hour 13 minutes final terminal delay time which was currently allowed.

Please acknowledge.

Yours truly,

J. F. MULLEN

f

Accepted by ORC August 22, 1953.

MEMORANDUM OF AGREEMENT

between

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN
ORDER OF RAILWAY CONDUCTORS
BROTHERHOOD OF RAILROAD TRAINMEN**

and

CHICAGO, BURLINGTON & QUINCY

RAILROAD COMPANY

It is agreed:

Straight Lapbacks

1. A crew that makes a trip from a station to the next station in a forward or reverse movement for any purpose and returns, will be allowed miles or hours, whichever is the greater, with a minimum of 100 miles or 8 hours, in addition to all other time or mileage which may accrue under the rules for service performed on their programmed day or trip. The time engaged in making the lapback trip may be deducted from the hours of their regular trip in calculating overtime.

2. A crew that makes a forward or reverse movement from a point between stations to another point not beyond the next station and returns, for any purpose, will be allowed actual mileage with a minimum of 25 miles as an arbitrary independent of trip allowances for each such movement made.

EXAMPLE: A crew is required to make a forward movement from a point between stations to another point or to the next station and return.

ALLOWANCE: Will be allowed pay for regular trip on basis of miles or hours with a minimum of 100 miles or 8 hours for the trip, plus actual mileage of lapback trip with a minimum of 25 miles independent of trip allowances.

EXAMPLE: A crew is required to make a forward movement from a station to a point between such station and the next station and return.

ALLOWANCE: Will be allowed pay for regular trip on basis of miles or hours with a minimum of 100 miles or 8 hours for the trip, plus actual mileage of lapback trip with a minimum of 25 miles independent of trip allowances.

EXAMPLE: A crew is required to make a reverse movement from a point between stations to another point or to the next station in the rear, and return.

ALLOWANCE: Will be allowed pay for regular trip on basis of miles or hours with a minimum of 100 miles or 8 hours for the trip, plus actual mileage of lapback trip with a minimum of 25 miles independent of trip allowances.

EXAMPLE: A crew is required to make a reverse movement from a station to a point between such station and the next station in the rear and return.

ALLOWANCE: Will be allowed pay for regular trip on basis of miles or hours with a minimum of 100 miles or 8 hours for the trip, plus actual mileage of lapback trip with a minimum of 25 miles independent of trip allowances.

3. If a train is left on the main line just outside of a station limits (not to exceed one mile from the switch leading to the station yard tracks) and the crew goes forward to the station for the purpose of setting out, or picking up a car or cars, that have been or are to be handled in their train into or from such station, or to perform other ordinary work at such station, and then return to their train and continue on their programmed trip, such crew will not be entitled to the additional compensation outlined in Sections 1 and 2.

NOTE: The word "station" as used in the foregoing does not mean a point where there is only a spur track or a set out track to serve industries, stockyards, etc., nor does it mean a location within the same station limits.

Work, Wreck and Construction Train Service

1. A crew in exclusive work, wreck or construction train service will be allowed wayfreight (local) rates of pay.

NOTE: Arbitration Award of December 3, 1952 superseded and nullified the application of Paragraphs 2 to 5 inclusive, effective February 1, 1953. See Rule 90

Doubling Hills Account Excess Tonnage

1. A crew required to handle more tonnage than can be moved over grade in a single straightaway trip movement will be paid the actual miles for the double with a minimum of 25 miles to be added to the mileage allowance for the trip.

2. A crew required to pick up additional tonnage which is in excess of the tonnage that can be moved in their train from the point at which picked up, to the next station in a single trip or straightaway movement, will be allowed miles or hours whichever is the greater, with a minimum of 100 miles or 8 hours on the basis of a separate day or trip for making the double. The time consumed in making the double may be deducted from their programmed trip miles or hours for the purpose of calculating overtime

Helping other Trains

NOTE: Arbitration Award of December 3, 1952 superseded and nullified the application of the provision for "Helping Other Trains", effective February 1, 1953. See Rule 90.

It is understood that the foregoing agreements do not modify or change schedule agreement except as specifically provided herein.

It is further agreed that all pending claims shall be disposed of on the basis of the provisions of the foregoing agreement. Such disposition shall be considered as a full settlement of all issues here involved.

This agreement shall become effective April 12, 1949, and remain in effect until changed in accordance with Section 6 of the Railway Labor Act as amended, by the serving of a 30-day notice by any one of the parties on each of the other parties signatory hereto.

Signed at Chicago, Illinois, this 13th day of April 1949.

FOR THE ORGANIZATIONS:

C. H. ATKINS
General Chairman, BLE

V. E. SECREST
General Chairman, BLF&E

F. L. SMITH
General Chairman, ORC

V. R. ROBERTS
General Chairman, BRT

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

J. E. WOLFE
Assistant to Vice President

T-2-M-110

August 22,1955

Mr. J. E. Wolfe
Assistant Vice President
CB&Q, R. R.
Chicago, Illinois

Dear Sir:

This will acknowledge your letter of August 1, 1955 file T-1976-53 reading:

"We have received the following communication from the BRT Committee, designed to take care of a condition not expressly covered by the Lapback Agreement of April 13,1949:

"Please refer to claim of Casper Division Brakeman C. V. Cornet for 100 mile lapback trip Brookhurst to Casper, November 9, 1952, listed as G. L. O. Docket Case No. 301; your file T-1976-53.

"In this case, the train was operated Casper to Guernsey and when leaving the initial terminal, head-end of train had passed the general switching district limits when drawbar of third head car pulled, which car was taken to Brockhurst after which engine was returned for balance of train to a point outside general switching limits of Casper.

"Since head-end of train had passed the general switching limits when stop made account bad order drawbar, it is agreed that for the purposes of applying the lapback provisions of Agreement of April 13, 1949, the train is considered as having departed Casper and 25 mile lapback payment proper.

"It is also agreed that for future application of the Lapback Provisions of the Agreement of April 13, 1949, a train will be considered as having arrived or left a station when the engine passes the station limit, without giving consideration to location of balance of train.

"It is also understood that this application will be extended to the Committees of the BLE, BLF&E, and ORC&B for their concurrence." May we have your concurrence.

Yours truly,
J. E. WOLFE

You may accept this as my concurrence in applying the provisions of the April 13, 1949 Agreement as it pertains to lapbacks.

Yours truly,
F. H. BECKLEY
General Chairman, ORC&B

cc-C. H. ATKINS
V. E. SECREST
V. R. ROBERTS

Chicago, Illinois
June 25th, 1929

All Superintendents:

At recent conference at Chicago with the Train Service Organizations, it was agreed that Rules 37, Conductors' and Trainmen's schedules, would not be applied to assigned crews, and if necessary to put an assigned freight crew off duty at the turning point in their assignment for the purpose of waiting for connections, etc. (other than under Rules 65 and 84) in order to keep the crew available under the Hours of Service Law for return trip to final terminal, that we would pay continuous time from initial terminal to final terminal of their assignment.

The above does not affect the application of Rule 75, Paragraph (c) reading:

"When a conductor (trainman) subject to Rule 75 and assigned on a continuous basis is released at an intermediate point in his assigned day's service (other than under Rules 65 and 84), the assigned day's service shall be considered completed under the guarantee of Rule 75, and service out of such point will commence a new day to be paid for under the schedule."

which means that the assigned freight crew tied up at an intermediate point for full rest shall be considered as having completed their assigned day's service and paid the mileage of their full assignment, and for service out of such point, will commence a new day to be paid for as a separate trip.

W. F. THIEHOFF
General Manager,
Lines East

E. FLYNN
General Manager,
Lines West

Cy-General Superintendents

MR. H. L. SMITH
General Chairman, O.R.C.,
Omaha, Nebraska

MR. F. S. BARNES,
General Chairman, B.R.T.,
Creston, Iowa

July 7th, 1938
T-61-37

Mr. H. L. Smith,
General Chairman, ORC,
Omaha, Nebraska

Mr. O. F. Rasmussen,
General Chairman, BRT,
Omaha, Nebraska

Gentlemen:

Referring to our conference June 15th with respect to the claim of Conductor Fackler and crew, McCook Division, for one hour terminal switching October 12, 1937; Conductor Tuttle and crew for one hour 35 minutes terminal switching on November 2, 1937, and Conductor Stover and crew for 45 minutes and one hour 50 minutes terminal switching August 26, 1937, all when tied up under Rule 37 at Brush, Colorado, an intermediate point between recognized freight terminals:

After further consideration of this question, I have concluded to allow the above claims for the time consumed switching. Terminal delay, however, is not payable at Company tie-up points.

Please acknowledge

Yours truly,
H. J. HOGLUND

May 23, 1945

T-388-44

Mr. F. L. Smith
General Chairman, ORC
St. Joseph, Missouri

Mr. O. F. Rasmussen
General Chairman, BRT
Omaha, Nebraska

Gentlemen:

Referring to correspondence ending with your letter of May 14 and discussion at conference on May 17 at which was represented by Mr. Wolfe, concerning claim of Conductor W. Dolan, Brakemen A. F. Ames and V. L. Fahrnbruch, Omaha Division, for payment of an additional 100 miles on April 18, 1944, premised on the allegation that a separation of service trip at Gibson should have been made:

At the conference hereinabove referred to I gave you the assurance that instructions will be issued on a System basis under which crews will in all cases be notified by dispatcher when called or before leaving initial terminal of destination of the run, if that information is available. If information is not immediately available, which should

be a rare occurrence, notification will be given as soon thereafter as practicable by message to be delivered at first available intermediate point if possible to do so.

You assured me that if the instructions hereinabove more specifically described are issued there is a possibility that the claim for additional compensation may be withdrawn. Will you please consider the foregoing and advise.

Yours truly,
H. J. HOGLUND

D
(Accepted and claim withdrawn June 20, 1945.)

Chicago, Illinois
June 7, 1945

T-355-44

Mr. F. L. Smith
General Chairman, ORC
St. Joseph, Missouri

Mr. O. F. Rasmussen
General Chairman, BRT
Omaha, Nebraska

Gentlemen:

Referring to discussion in conference this date and correspondence ending with my letter of April 26 in regard to claim of Conductor L. E. Allen, Brakemen W. F. Green and W. G. McManus, Sheridan Division, for payment of 121 miles at through freight rates October 24, 1943, account not placed first out in pool at Edgemont prior to rest time being up and called for No.79 in place of Conductor Colyer and crew:

This will confirm the understanding reached to dispose of this claim by payment of two hour runaround, it being understood that in the future when a pool crew is run off their home division or pool district they will stand first out at the foreign terminal for service back to their home terminal under the provisions of Rule 39 when the Hours of Service Law will permit.

Yours truly,
A. E. DAVIS

D
ACCEPTED:

F. L. SMITH
General Chairman, ORG

O. F. RASMUSSEN
General Chairman, BRT

August 2, 1955

Mr. J. E. Wolfe,
Assistant Vice President
C.B.&Q. Railroad Company
Chicago, Illinois

Dear Sir:

Please refer to several discussions given GLO Docket Cases 332, 333, 334, 335, 336, 338, 339 and 348 concerning claims account short cars not in station order out of terminals and at intermediate points.

These cases received considerable discussion at several conferences after which it was agreed the following applications would govern under Rule 49 and Mediation Agreement A-547, Article 11 (a).

1. When crews are required to make set out of short cars at an intermediate station from two places in their train due to short cars not being in station order out of terminal, they will be paid as an arbitrary allowance, one hour at overtime rate (local rate for conductor and yard helper rate for brakemen), excepting when the initial terminal is a Group 4 Yard in which case the allowance will be one hour at same straight time rates.

2. When crews are required to make set out of short car or cars from behind other cars, not involving extra switch, due to short cars not being in station order out of terminal, they will be paid as an arbitrary allowance, one hour at pro rata rate (local rate for conductor and yard helper rate for brakemen).

3. Crews may be required to maintain groups of short cars when picking up cars first out and together at Group 4 intermediate yards when yard engine not on duty, although such cars picked up are not in station order.

4. It is understood that Items 1 and 2 hereof do not change the application that requires road crews to bring to attention of supervisory the improper make-up of train before leaving initial terminal, or involve the handling of cars in prescribed locations in trains as required by law, or rear end only cars on rear of train, or the diversion of cars made after train leaves the terminal.

When short cars cannot be placed in train as set forth in Rule 49 and Mediation Agreement A-547, Article 11(a), due to requirement of legal standards or on account of cars being "rear end only", all cars for the particular

station involved will be placed together. It is understood that only one arbitrary allowance as provided in Items 1 and 2 hereof applies on a trip.

This agreement does not contemplate payment of any arbitrary allowance for the service described in Item 3 and 4 hereof, nor is an arbitrary allowance contemplated under any circumstances in the case of a car or cars not being in proper group unless that fact is made known to a supervisory officer at the initial terminal and he fails to make necessary correction.

Pending claims will be disposed of on basis of the foregoing and the same application is extended to rules under Conductors' Schedule, with concurrence therein indicated therein by Mr. Beckley's signature in the space provided below

Will you kindly affix your signature in the space provided as concurrence in the foregoing?

Yours very truly,

W. M. DOLAN
Vice President, B. R. T.

V. R. ROBERTS
General Chairman, B. R. T.

Accepted:

J. E. WOLFE
Asst. Vice President, CB&Q

F. H. BECKLEY
General Chairman, ORC&B

MEMORANDUM OF AGREEMENT

**between the
ORDER OF RAILWAY CONDUCTORS
BROTHERHOOD OF RAILROAD TRAINMEN
and the
CHICAGO, BURLINGTON & QUINCY R. R. CO,
ROAD SERVICE**

(a) In work train service, crew will consist of conductor and two brakemen, except as follows:

(b) Self-propelled pile drivers, clamshells, bridge derricks and other self-propelled work equipment machines, etc., which cannot be removed from the track by man power, when used in road service, either handling cars or working as a single unit, will be manned by a crew consisting of one conductor and one brakeman.

(c) Where more than one machine is used on one and the same job, working alternately or simultaneously, only one such crew will be required.

(d) It is understood that on branch lines Woolery or similar type weed burners will be manned by conductor only.

(e) It is understood that rail laying machines of the burro type may be used without conductor or brakeman, except that when used for surface ditching a conductor and one brakeman will be assigned on main lines and a conductor only on branch lines.

(f) The above does not apply to such places as slag pit, Denver; sand pit; Gladstone, and ballast pit at Minturn, where machine is operated on dead track and no cars are handled.

(g) Extra men will be used under the local arrangements provided for in Schedule Rule 21 unless and until regular men are assigned on self-propelled machines.

FOR THE ORGANIZATIONS:

FOR THE RAILROAD Co.:

H. L. SMITH
General Chairman, O.R.C.

H. J. HOGLUND
Asst. to Exec. Vice Pres.

O. F. RASMUSSEN
General Chairman, B.R.T.

A. E. DAVIS
Staff Officer, E.V.P.

T. F. DEVINE
Secretary, B.R.T.

Chicago, Illinois
January 28, 1938.

NOTE: See Appendix,
page 72.

Chicago, Illinois
July 12, 1944

Mr. F. L. Smith
General Chairman, ORC
St. Joseph, Missouri,

Dear Sir:

Referring to our discussion today in regard to the application of Rule 54, Conductors' current schedule agreement:

This will evidence understanding reached that conductor assigned to work train service for periods of one month or more required to act as operator, or foreman, or both foreman and operator, copy train orders in automatic or manual controlled territory, and communicate with dispatcher or operator in CTC territory in regard to train movements at points where no operator is employed or on duty, will be allowed the monthly rate specified in Rule 54 whether the train orders are taken over the telephone daily or intermittently. If more than one conductor performs service on the assignment during the month, each conductor will be allowed 1/26 or 1/27, as the case may be, of the monthly rate for each day service is performed.

On work trains of less than a month's duration conductor will be allowed 1/26 or 1/27, as the case may be, of the monthly rate for each day train orders are copied in automatic and manual controlled territory and for each day required to communicate with the dispatcher or operator in regard to train movements while working in CTC Territory.

Yours truly,
A. E. DAVIS

APPROVED:

F. L. SMITH
General Chairman, ORC
j

At Chicago, March 10 1921.

Messrs.

E. Flynn
A. G. Smart
T. Roope
N. C. Allen

F. R. Mullen
F. G. Gurley
M. F. MacLaren
G. L. Griggs

F. Cone
J. C. Grisinger
C. C. Holtorf

Gentlemen:

Mr. Allen and myself discussed yesterday at length with the four General Chairmen the matter of train and enginemen eating enroute.

The whole subject matter was discussed and it was agreed that it should not be necessary to put out any arbitrary instructions to have the matter handled in a reasonable way on any division, if there was co-operation between the officers and employes, and between the train and enginemen themselves. It is felt that Conductors and Engineers should consult as to the work to be performed enroute, meeting points to be made and the general handling of their train in connection with the hours on the road, points at which they can eat most conveniently and with the least delay, and have the Dispatcher advised in advance so he can make arrangements to handle his trains accordingly and wherever possible to do so, have a request made in advance of arrival of the train to have lunches prepared so the crews can eat immediately and without unnecessary delay.

It was agreed that stock trains and time freight trains with reasonable schedules should not be delayed by train or enginemen eating. Where the schedule of a train required service of 10 or 12 hours as in case of No. 110 between Lincoln and St. Joseph the train and engine crews will expect to eat, but advance arrangements should be made, and the delay reduced to the minimum. We suggested to the General Chairmen and they agreed that the matter should be handled locally and that no specific rule could be adopted that could take care of all conditions or territories.

I think it is now well understood that trains will not be unreasonably delayed by train or enginemen eating, and generally we are not having delays. I suggest that Superintendents discuss this matter with Master Mechanics, Trainmasters and Local Committeemen from time to time and handle individual cases promptly so there will be no need for considering in a general way these matters.

Yours truly,

Cy: A. T. WRIGHT

W. F. THIEHOFF
General Manager

F. S. BARNES

J. A. LEVERINGTON

M. LARSON

August 15, 1950

T-4-A-5

T-4-A-6

Mr. J. E. Wolfe,
Assistant to Vice President,
C. B. & Q. R. R. Company
Chicago, Illinois

Dear Sir:

Referring to claims of:

Conductor A. B. Sanford, Omaha Division, for payment of additional compensation February 3, 4, 7, and 9, 1949 on basis of having been tied up under Rule 84 and not placed on duty at expiration of 8 hours.

Brakemen F. C. Robinson and M. C Conklin, Omaha Division, for additional payments February 3, 4, 7 and 9, 1949, account not placed on duty after legal rest period following tie-up under Rule 84 in snow plow service.

During our discussions of these claims, management cited cases previously handled where the Committees recognized the application of rules governing train crews in work train service, to train crews in snow plow service.

This may be accepted as our concurrence in applying work train rules to train crews in snow plow service, providing it is understood that way-freight (local) rates will also be applied to such train crews.

The instant claims will be disposed of by payment of local rates to the claimant crew February 1 to 15, 1949, inclusive.

If the foregoing is in accordance with the disposition agreed upon, kindly affix your signature in the space provided at the lower left-hand corner.

Yours very truly,

F. L. SMITH
General Chairman, O.R.C.

V. R. ROBERTS.
General Chairman, B.R.T.

ACCEPTED:

J. E. WOLFE
Assistant to Vice President,
C.B.&Q. Railroad

P.S. The foregoing will become effective October 1, 1950.

J. E. Wolfe

Chicago, March 27th, 1930.
T-3-D-14

Mr. S. N Berry
Vice-President, ORC
Chicago, Illinois

Mr. E..H. Kruse
Asst. Grand Chief, BLE
Chicago, Illinois

Mr. W. W. McKirchy
Vice-President, BRT
Chicago, Illinois

Mr. Fred W. Lewis
Vice-President, BLF&E
Chicago, Illinois

Gentlemen:

Referring to your letter of March 11th and subsequent conferences held in Chicago beginning March 18th, concerning Case No.70, being claim of Conductor G. M. Bruhl and Brakemen G. H. Kelley and F. G. Russell, Lincoln Division, for minimum of 100 miles at through freight rates for trip Lincoln to Dorchester and return, and 100 miles for trip Lincoln to Ulysses and return on August 15, 1928:

Claim will be allowed on the basis that this crew did not perform work train work, with the understanding that where a crew performs bona-fide work train work on one day only, that we will not be confronted with the application of through freight rules.

Yours truly,

W. F. THIEHOFF
General Manager, Lines East

E. FLYNN
General Manager, Lines West

Cy-Messrs: H. L. SMITH

F. S. BARNES

J. A. LEVERINGTON

M. LARSON

Chicago, Illinois
April 4, 1930

Messrs: W. F. Thiehoff, General Manager
Lines East

E. Flynn, General Manager
Lines West
C. B. & Q. R. R.

Gentlemen:

In connection with Case No.70, claim of Conductor G. M. Bruhl and Brakemen C. H. Kelley and F. G. Russell, Lincoln Division, for a minimum of one hundred miles at through freight rates for trip Lincoln to Dorchester and return; and one hundred miles Lincoln to Ulysses and return on August 15, 1928:

Your decision in this case is accepted.

Yours truly,

E. H. KRUSE
Asst. Grand Chief, BLE

FRED W. LEWIS
Vice Pres. BLF&E

S. N. BERRY
Vice Pres. ORC

W. W. McKIRCHY
Vice Pres. BRT

Chicago, May 4, 1951
T-1123-50
T-3-D-68

Mr. V. R. Roberts
General Chairman, BRT
Creston, Iowa

Dear Sir:

Referring to correspondence ending with my letter of March 27, and to discussion at conference yesterday, in regard to claim in behalf of Conductor J. H. Reynolds and Brakeman C. E. Stallcup, East Hannibal Division, for payment of six days in lieu of five days which was currently allowed when assigned to work train service on the East Hannibal Division.

This will confirm the understanding reached at the conference yesterday to the effect that when work train service is assigned by bulletin or during the life of a bulletin, the language of Rule 56(a) pertaining to guarantee of a minimum day's pay for every working day assigned to work train service contemplates a six-day week and not a five-day week. This is with the understanding that in instances where work train service is not covered by bulletin, there is no guarantee for service not actually worked.

Upon receipt of your acknowledgment of this communication and advice that its content is satisfactory, the claim of Conductor Reynolds and Brakeman Stallcup will be allowed--the file will be closed--and future handling on the System will be in conformity with the understanding herein recorded.

Yours truly,

J. E. WOLFE

C

cc: Mr. F. R. PIERCE
Act. Gen. Chairman, ORC
St. Joseph, Missouri

(Subsequently acknowledged and made effective)

Chicago, January 26, 1938.
T-7-G-12

Mr. C. S. Montooth,
Senior Vice-Pres., O.R.C.,
Cedar Rapids, Iowa.

Mr. J. F. Emerson,
Asst. Grand Chief, B.I.E.,
Chicago, Illinois.

Mr. W. P. Kennedy,
Vice-Pres., B.R T.,
Minneapolis, Minn.

Mr. J. P. Farrell,
Vice-Pres., B.L.F.&E.,
Chicago, Illinois.

Gentlemen:

Referring to our exchange of letters and several conferences concerning disposition of Award No. 846, having to do with pilot service performed by Conductors.

At conference on January 25, 1938, we agreed to adopt the following understanding:

(1) When Conductor is deadheaded to an outlying point for pilot service, computation of the first day's pilot service will begin at time of arrival at the point to which deadheaded.

(2) Conductors in pilot service may be called to make short pilot trips or turnarounds with the understanding that one or more pilot trips may be made and paid actual miles, with a minimum of 100 miles for a day; provided (a) that the mileage, of all of the pilot trips does not exceed 100 miles, (b) that conductors shall not be required to begin piloting on a succeeding trip after having been on duty eight (8) consecutive hours, except as a new day, and (c) that conductors shall not be required to pilot trains into and out of, or through recognized terminals except as a new day.

Upon confirmation of this understanding, instructions will be issued to all concerned to make it effective. As stated in the conference, pending claims will be disposed of on the basis of this understanding.

Yours truly,

H. J. HOGLUND

cc-Messrs.:

H. L. SMITH, O. R. C.
O. F. RASMUSSEN, B. R. T.
C. H. ATKINS, B. L. E.
M. LARSON, B. L. F. & E.

(Acknowledged under date of January 28, 1938, and instructions issued placing the understanding in effect.)

July 3, 1953

Mr. J. F. Mullen
Senior Staff Officer - Labor Relations
C. B. & Q. Railroad Company
Chicago, Illinois

Dear Sir:

Referring to our discussions at one-way and joint conferences regarding the application of Rule 72(c) on seniority districts where zoning agreements have been effected.

In conformity with the language of the original system agreement as interpreted by the General Chairmen of the two organizations and the application had in the past, conductors are not permitted to exercise seniority as a trainman in any zone so long as they can hold conductor position in the zone where assigned. It is understood that

conductors may change from one conductor position to another conductor position in conformity with applicable rules on any part of their seniority district.

You advised that this application be made a matter of record, and this is in compliance with that request.

Please indicate your acknowledgment and concurrence by affixing your signature in the space provided below.

Yours very truly,

F. H. BECKLEY
General Chairman, ORC

V.R. ROBERTS
General Chairman, BRT

APPROVED:

J. F. MULLEN
Senior Staff Officer - Labor Relations

MEMORANDUM OR AGREEMENT

between the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS,
BROTHERHOOD OF LOCOMOTIVE FIREMEN &
ENGINEMEN,
ORDER OF RAILWAY CONDUCTORS.
BROTHERHOOD OF RAILROAD TRAINMEN**

and the

**CHICAGO, BURLINGTON & QUINCY RAILROAD
CO.**

Without change in current leave of absence rules of the respective agreements and understandings thereunder, the seniority rank and rights of employees represented by the above named organizations whose application for service has been approved, and who enter any branch of military training or military service of the United States pursuant to the provisions of Public Resolution No 96 approved August 27, 1940 (commonly referred to as the National Guard Act of 1940), or the Selective Training and Service Act of 1940, approved September 16, 1940, shall be preserved providing such employees report to the company for service within forty (40) days after the date of their discharge from military training or military service.

Should Public Resolution No.96 or the Selective Training and Service Act of 1940 referred to above, be revised, supplemented, or amended in any manner, or additional laws at variance with the terms of this agreement be enacted, such revisions, supplements, amendments, or additional laws will take precedence over this agreement to the extent that they may be in conflict therewith. Information concerning leave of absence granted and return to service of the Company will be furnished the General Chairmen at thirty (30) day intervals.

This agreement shall become effective as of the date signed, and shall be applicable to employees represented by the above named organizations who may now be engaged in military training or military service of the United States pursuant to provisions of Public Resolution

No. 96 or the Selective Training and Service Act referred to in the first paragraph hereof, and except as provided in the preceding paragraph, this agreement shall remain in effect until revised or terminated in accordance with the terms of the Railway Labor Act, as amended.

FOR THE ORGANIZATIONS:

C. H. ATKINS
General Chairman, B.L.E.

H. A. HUSTED
General Chairman,
B.L.F.&E.

H. L. SMITH
General Chairman, O.R.C.

O. F. RASMUSSEN
General Chairman, B.of R.T

APPROVED:

J. P. SHIELDS
Temp. A.G.C.E., B.L.E.

C. F. THOMAS
Vice-President, B.L.F.&E

R. O. HUGHES
Vice-President, O.R.C.

F. W. COYLE
Deputy President, B.of R.T.

FOR THE RAILROAD CO.:

H. J. HOGLUND
Asst. to Exec. Vice-Pres.

A. E. DAVIS
Staff Officer, E.V.P.

Signed at Chicago, Illinois, this 20th day of January, 1941.

Chicago, October 3, 1946

Mr. J. E. Wolfe
Assistant to Vice President
CB&Q Railroad Company
Chicago, Illinois

Dear Sir:

Referring to correspondence ending with Mr. Rasmussen's letter of September 31 and to discussion at conference in your office today concerning the question involving requirement that conductors, when promoted to that capacity, be required to qualify themselves for all service extra or emergency conductors may normally be required to protect.

This will confirm the understanding reached today to the effect that in the future when brakemen are promoted to conductors they will at that time be required to satisfactorily pass all examinations which may be necessary in order to qualify themselves for all service they may normally be required to protect.

It was further understood that the four Beardstown Division Conductors; namely, L. J. Heyduck, H. W. Hubert, G. L. Welborn and J. A. Camerer will, at this time, be given another opportunity to qualify themselves for service on the C&EI, B&O, Terminal Railroad, Big Four, P&I, Illinois Terminal and Alton, thus permitting retention of seniority rights as conductors provided that this is taken care of on or before November 30, 1946.

Will you please affix your signature at the lower left-hand corner of this letter, thereby indicating your acceptance of the content hereof.

Yours truly,

F. L. SMITH
General Chairman, ORC

O. F. RASMUSSEN
General Chairman, BRT

ACCEPTED:

J. E. WOLFE
Assistant to Vice President
CB&Q Railroad Company

(T-6-A-42)

Chicago, February 24, 1947
T-6-D-6

Mr. F. L. Smith
General Chairman ORC
St. Joseph, Missouri

Mr. O. F. Rasmussen
General Chairman, BRT
Omaha, Nebraska

Gentlemen;

Referring to recent discussion in regard to the proper procedure to follow when examining trainmen for promotion to conductors.

In order to dispose of the question involving multiple examination on the operating book of rules, I am willing to reach an agreement as follows:

In the event a trainman fails to satisfactorily pass the examination on the operating book of rules, such trainman will be given a second examination not less than 30 days and not more than 45 days after date upon which the trainman in question failed to pass the first examination. Failure to satisfactorily pass the second examination constitutes a forfeiture of right to promotion from trainman to conductor.

I believe the foregoing is a true recital of what was agreed upon at the conference today and if you concur in that conclusion and will so advise, necessary instructions will be issued to all concerned and our file will be closed.

Yours truly,

J. E. WOLFE

ACCEPTED:

F. L. SMITH
General Chairman, ORC

O. F. RASMUSSEN
General Chairman, BRT

T-6-A-38

MEMORANDUM OF UNDERSTANDING

Between

ORDER OF RAILWAY CONDUCTORS

BROTHERHOOD OF RAILROAD TRAINMEN

and

CHICAGO, BURLINGTON & QUINCY

RAILROAD COMPANY

Without changing the intent of Rules 72 and 78 as embodied in the respective collective agreements to which the organizations signatory hereto are the parties, the following is agreed upon as an interpretative understanding of the aforesaid rules:

(1) In conducting the required examinations for promotion from trainman to conductor, the applicant shall first be given a physical examination. In the event of failure to pass a satisfactory physical examination, an examination on the operating book of rules will not at the time be necessary.

(2) If an applicant for promotion fails to pass a satisfactory physical examination, but does pass such examination satisfactorily within one calendar year after the first examination, seniority as a conductor shall be established on the basis of seniority standing as a trainman, provided a satisfactory examination on the operating book of rules is also passed.

(3) In the event of failure to pass a satisfactory physical examination within one calendar year after failure to pass the first examination, and a satisfactory examination is passed at some time after the expiration of one calendar year, the applicant shall rank as a conductor behind all junior trainmen, who had established prior seniority as conductors.

Signed at Chicago, Illinois, this 24th day of February, 1947.

FOR THE ORGANIZATIONS:

F. L. SMITH
General Chairman, ORC

F. H. BECKLEY
Vice Chairman, ORC

F. F. DOWNEY
Secretary, ORC

N. M. SUTTON
Member of Committee, ORC

O. F. RASMUSSEN
General Chairman, BRT

V. R. ROBERTS
Secretary, BRT

FOR THE CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY

J. E. WOLFE
Assistant to Vice President

Chicago, Illinois
May 3, 1951

T-6-B

Mr. F. L. Smith
General Chairman, ORC
St. Joseph, Missouri

Dear Sir:

Referring to past correspondence and our discussion in conference on April 30, 1951 about conductors exercising seniority upon return from properly authorized absences on assignments bulletined and filled during their absence.

We are willing to make the following understanding effective for general application, viz.:

“In the event a vacancy for a conductor is bulletined and expires during the time a conductor is on vacation, sick leave, or other authorized absence from service, upon his return to service such conductor may displace a junior conductor who was assigned to the vacancy during the senior conductor's absence, provided the senior conductor exercises his seniority immediately upon return to service before performing other service.”

You indicated at the conference that provision such as the above was desired. Will you please confirm it, after which we will issue instructions accordingly.

Yours truly,

J. F. MULLEN

G

Confirmed by ORC May 7, 1951

MEMORANDUM OF UNDERSTANDING

between

**ORDER OF RAILWAY CONDUCTORS AND
BRAKEMEN**

and

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

(a) All vacancies for conductors of more than 30 days duration, exclusive of all time absent on compensated vacations under terms of the current Vacation Agreement, will be considered permanent and will be filled accordingly; that is, such vacancies on assignments will be bulletined at the expiration of 30 days and in pool freight turns will be filled in the same manner as any other permanent pool vacancies at the expiration of 30 days.

(b) A conductor returning to duty after his turn is bulletined and before the bulletin expires may resume his turn in which event the bulletin thereon will be cancelled. A conductor losing his turn by absence as referred to in the preceding paragraph, may upon return to duty displace any junior conductor on an open turn, or on an assignment closed during his absence, including his former assignment. A conductor thus displaced as a result of the conductor returning from leave of absence will have full displacement privileges under Rule 79.

(c) This does not change in any way the filling of vacancies which are not "permanent" vacancies as described herein.

This agreement shall become effective as of April 1, 1955 and shall automatically terminate at the expiration of ninety days thereafter, unless extended by agreement between the parties hereto.

Signed at Chicago, Illinois, this 23rd day of March, 1955.

FOR THE ORDER OF
RAILWAY CON-
DUCTORS AND
BRAKEMEN:

F. H. BECKLEY
General Chairman

H. E. KIVETT
Vice Chairman

F. F. DOWNEY
Secretary

FOR THE CHICAGO,
BURLINGTON &
QUINCY RAILROAD
COMPANY:

J. E. WOLFE
Assistant Vice President,
Labor Relations

February 12, 1946
T-6-B-55

Mr. H. J. Hoglund
Assistant to Executive Vice President
C. B & Q. Railroad Company
Chicago, Illinois

Dear Sir:

This will acknowledge receipt of your letter of February 7th, in which you advise:

"At the conference on February 6 we reviewed very carefully the result of my canvass of the System which reflects the practices followed on each operating division. The record is clear that the preponderant practice now followed requires that pool crews be rotated on a first-in first-out basis at the home terminal and also at the away-from-home terminals where pool crews normally rotate. It was agreed at the conference on February 6 that this practice would be made uniform on a System basis.

Our study also disclosed that on three divisions, namely, Ottumwa, Lincoln and Sterling, newly created assignments in freight service are customarily manned by the use of built-up crews. On all other divisions pool crews are used. It was agreed that the preponderant practice would be adopted on all divisions, which means that upon your acceptance of the stipulations herein contained we will instruct that pool crews be used to man all newly created freight assignments, which will insure of uniform handling on a System basis.

The foregoing contemplates that pool crews so used in temporary work train service, in work train service during life of bulletin and on newly created runs during life of bulletin will be subject to all rules and conditions applicable to the particular assignment just exactly the same as if the pool men were assigned by bulletin, with the single exception that such pool crews will operate on a first-in first-out basis at terminals where pool crews normally rotate."

Please accept this as our concurrence in the foregoing.

Yours truly,

F. L. SMITH
General Chairman, O. R. C.

O. F. RASMUSSEN
General Chairman, B. of R. T.

Chicago, October 31,1949
T-5-B-20

Mr. P. C. Southworth
Asst. Grand Chief Engineer, BLE
Chicago, Illinois

Mr. J. L. Witherspoon
Vice President, BLF&E
Chicago, Illinois

Mr. F. L. Smith
Acting Vice President, ORC
Chicago, Illinois

Mr. W. M. Dolan
Vice President, BRT
Chicago, Illinois

Gentlemen:

Referring to recent discussion concerning Case SS-172-C, claim of Conductor J. F. O'Connor of the Omaha Division, for payment of 5 hours at punitive rate, May 2, 1948, premised upon the allegation that this crew was tied up at Pacific Junction under Rule 84, and therefore, should have automatically gone on duty 8 hours after having been tied up.

It was agreed that the local people had erroneously interpreted that part of Mr. H. J. Hogle's letter of February 7, 1946, which pertains to the use of pool crews to man temporary work train service, newly created runs, and work trains during the life of the bulletins, it being stipulated that such pool crews would operate on a first-in first-out basis at terminals where pool crews normally rotate. The error involved the rotation of crews at Pacific Junction which is not a terminal for Omaha Division crews.

With the understanding that, in the future, crews referred to in the letter of February 7, 1946, will only be rotated on a first-in first-out basis at **terminals** where pool crews normally rotate, the claim of Conductor J. F. O'Connor will be allowed.

Will you please confirm by affixing your signatures in the space provided at the lower left-hand corner of this communication.

Yours truly,

J. E. WOLFE

ACCEPTED:

P.C. SOUTHWORTH

Asst. Grand Chief Engineer, BLE

J. L. WITHERSPOON

Vice President, BLF&E

F. L. SMITH

Acting Vice President, ORC

W. M. DOLAN

Vice President, ERT

MEDIATION AGREEMENT

It is mutually agreed that the dispute, National Mediation Board Case A-546, jointly submitted to mediation by representatives of The Chicago, Burlington & Quincy Railroad Company, Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, The Order of Railroad Telegraphers and The American Train Dispatchers' Association (the last-named six organizations representing employees of the carrier) is hereby disposed of as follows:

(1) At points where telegraphers are employed, train dispatchers will not be required nor permitted to transmit train orders or handle block by telephone or telegraph direct to train and engine service employees except in emergency; nor will train and engine service employees be required or permitted to call dispatcher or a telegrapher at another station for the purpose of taking train orders or to block trains except in emergency.

(2) At points where there is no telegrapher employed, train and engine service employees will not be required nor permitted to block trains; and, other than as provided for in Rule 54 of Conductors, and Trainmen's schedules, will not be required or permitted to copy train orders except in emergency.

(3) It is further understood and agreed that:

- (a) telephone conversation about work, and
- (b) telephone conversation about probable arriving time of trains, and
- (c) at junction points and spur tracks where telegraphers are not now employed, telephone check on overdue trains

will not be construed as a violation of this agreement.

NOTE: Emergency is defined as follows: - Storms, fogs, casualties, accidents; obstructions caused by wrecks, washouts, high water, slides and snow blockades; unusual delay

due to failure of fixed signal to clear; unusual delay to trains due to hot boxes, engine or other equipment failures, and break-in-twos, or other unforeseen situations where life or property may be in jeopardy, requiring immediate attention, which could not have been anticipated when train was at previous telegraph office and which would result in serious delay to trains.

This agreement shall become effective as of January 1, 1939, and remain in effect until changed in accordance with the provisions of Section 6, Railway Labor Act.

Signed at Chicago, Illinois, the 8th day of December; 1938.

FOR THE CARRIER:

H. J. Hoglund
Assistant to Exec. Vice-President
A. E. Davis
Staff Officer to Exec. Vice-President

APPROVED:

F. G. Gurley
Assistant Vice-President (Operation)

FOR THE EMPLOYEES:

C. H. Atkins
General Chairman, B. of L E.
M. Larson
General Chairman, B. of L.F.& E.
H. L. Smith
General Chairman, O. R. C.
O. F. Rasmussen
General Chairman, B or R. T.
E. M. Mosier
General Chairman, O. R. T.
J. W. Frey
General Chairman, A. T. D. A.

APPROVED:

J. F. Emerson
Asst. Grand Chief, B. of L. E.
J. P. Farrell
Vice-President, B. of L. F. & E.
H.L.Smith
Acting Vice-President, O. R. C.
C. H- Smith
Vice-President, B. of R. T.
V. O. Gardner
Vice-President, O.R.T.
J. B. Springer
Vice-President, A. T. D. A.

WITNESS:

Geo. A. Cook
Member, National Mediation Board.

MEMORANDUM OF AGREEMENT

No Engineer, Fireman, Hostler, Hostler Helper, Conductor, Trainman, Yardman, or Switchtender will be dismissed or have his personal record assessed with debit entries or have his seniority restricted until after he has been given a fair and impartial investigation.

To provide for uniform handling of investigations, the following procedure will be observed.

A. All investigations will be held promptly, and if the presence of an employe is desired he will be notified in writing or by telegraph of the date, hour, place and purpose of the investigation and he will be given forty-eight (48) hours if necessary from receipt of notice in which to arrange for representation.

B. The investigation date will not be set later than ten (10) days from the date of an accident or alleged violation of operating rules except that personal cases will be subject to the ten (10) day limit from the date information is obtained.

C. At the investigation the employe may present witnesses in his behalf and may be assisted by his committeeman or an employe of his choice. Employes attending investigations may hear all testimony offered and they and their representatives will be afforded opportunity to question witnesses after the investigating officer has concluded his interrogation of the witness. All testimony will be entered verbatim into the record of the case and a copy of the record will be supplied Local or General Chairman upon request.

D. Decision shall be rendered within thirty (30) days following the investigation and written notice will be given each employe to whom discipline is assessed and the employe will receipt for same. The right of any employe to appeal from the decision of the Company through regular channels, is conceded.

This Agreement to take effect February 1, 1947, superseding Agreement of May 1, 1943. It does not cancel nor modify rules in the existing schedules except to the extent covered herein and does not apply to yardmen at Chicago, Illinois.

FOR THE EMPLOYES:

C. H. ATKINS
General Chairman, B.L.E.
H. A. HUSTED
General Chairman,
B.L.F.&E.
F. L. SMITH
General Chairman, O.R.C.
O. F. RASMUSSEN
General Chairman, B.R.T.

FOR THE RAILROAD CO.:

J. H. AYDELOTT
General Manager,
Lines East
F. R. MULLEN
General Manager,
Lines West

Dated at Chicago, Illinois.
this 16th day of Jan., 1947.

(Circ. 451)

MEMORANDUM OF AGREEMENT

Between

**CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY**

and

ORDER OF RAILWAY CONDUCTORS

BROTHERHOOD OF RAILROAD TRAINMEN

In pursuance of Section 4 of the December 12, 1947 agreement, which pertains to "Time Limit on Claims", it is agreed:

1. The initial presentation of a claim, by the claimant employe or his representative, must be filed 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 to whom the claim is presented, within sixty (60) days after presentation, or such claims 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 Assistant Division Superintendent or Division Superintendent within sixty (60) days from the date claimant acknowledged receipt 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.

4. The Assistant Superintendent or Division Superintendent must allow or decline claims that are thus presented by the Local Chairman within sixty (60) days from the 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. 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.

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 foregoing sections of this agreement.

7. The time limits herein established do not apply to discipline cases which involve a plea of leniency or to discipline cases which do not involve a claim for reimbursement for wages lost.

The provisions of this agreement become effective on January 1, 1951, and shall continue thereafter subject to the procedural provisions of the Amended Railway Labor Act.

Signed at Chicago, Illinois, this 22nd day of September, 1950.

FOR THE ORGANIZATIONS:

F. L. SMITH
Gen. Chairman, ORC

V. R. ROBERTS
Gen. Chairman, BRT

FOR THE CARRIER:

J. E. WOLFE
Asst. to Vice-President

MEMORANDUM OF AGREEMENT

between

**CHICAGO, BURLINGTON & QUINCY RAILROAD
COMPANY**

and

ORDER OF RAILWAY CONDUCTORS

1. The Railroad Company, party hereto, if it requires Conductors in passenger service to wear uniforms while on duty, shall prescribe the standard uniform to be worn and the clothier from whom such uniform shall be purchased. Standards shall be subject to change, when, in the judgment of the Carrier, a change is necessary.

2. Subject to the following provisions hereof, the Carrier will assume one-half (50%) of the cost of uniforms consisting of coat, vest and trousers (two pairs if desired), the employe to assume and pay the balance

3 (a). The Superintendent or his representative, shall be the judge as to when uniforms shall be replaced, it being understood that under no circumstances will the Carrier participate in the purchase price of more than one winter and one summer uniform each calendar year.

3(b). Conductors who have not provided themselves with the standard of uniform specified by the Carrier shall not be considered available for passenger service and may be run around without any penalty whatever accruing.

4. The Railroad will pay the entire cost of uniform and collect from the employe his 50% share thereof by payroll deduction plan if desired; such deductions not to extend over more than two months.

5. The Carrier will supply without cost to conductors a uniform cap and reasonable renewals thereof, badges, buttons and such insignia as the Railroad may require conductors to wear while in service.

6. Conductors will assume the entire cost of shirts, neckties, socks and shoes as specified by the Carrier to be worn, and it shall be the responsibility of the employes to keep this apparel in such condition as to present a neat and clean appearance.

7. Conductors will keep their uniforms clean and neatly pressed at all times at their own expense.

8(a). In the event an employe resigns within six months after purchasing a uniform the cost of which was participated in by the Carrier, the Carrier will be permitted to deduct 25% of the cost of said uniform from the last wages of the resigning employe, and the employe will, in this manner, acquire ownership of the uniform.

8(b). In the event the standard uniform is changed by the Carrier, an employe who has purchased a uniform during the six months' period immediately preceding the effective date of the change, shall only be required to assume 25% of the cost of the uniform required under the new standard.

8(c). Uniforms that are damaged or destroyed while employes are on Company property when the damage or destruction is not directly attributable to uncalled for actions on the part of employes, will be replaced at the Carrier's expense. Uniforms or portions thereof that are damaged or destroyed while employe is not on the property of the Company, will be replaced at the expense of the employe.

The provisions of this agreement become effective on the 1st day of April, 1948, and shall continue in effect subject to the serving of thirty (30) days' notice by one party upon the other party, further handling to be in accordance with the procedural provisions of the amended Railway Labor Act.

Signed at Chicago, Illinois, this 14th day of December, 1949.

FOR THE ORDER OF
RAILWAY CON-
DUCTORS:

F. L. SMITH
General Chairman

FOR THE CHICAGO,
BURLINGTON &
QUINCY RAILROAD
COMPANY:

J. E. WOLFE
Asst. to Vice President
(Lbr. Relations)

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 (As Amended).

IT IS HEREBY AGREED:

(1) -- Insofar as applicable to employees represented by the Order of Railway Conductors and Brakemen the vacation agreement dated April 29, 1949, as amended, is further amended by substituting the following Section 1, effective January 1, 1967 for the amended Section 1 contained in the agreement of November 20, 1964:

Section 1 (a) - Effective January 1, 1967, each employee, 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 employee 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.

Beginning with the year 1960, in the application of this Section 1(a) , each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

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(b) -- Effective January 1, 1967, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having three 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 employee 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 three or more years of continuous service renders service of not less than four hundred eighty (480) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(b), each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

(c) -- Effective January 1, 1967, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having ten 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 employee 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 ten or more years of continuous service renders service of not less than sixteen hundred (1600) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(c) , each basic day in yard service

performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

(d) -- Effective January 1, 1967, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee 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 twenty or more years of continuous service renders service of not less than thirty-two hundred (3200) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(d), each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

NOTE - In the application of Section 1 (a), (b), (c) and (d), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the year 1960 for extended vacations shall not be changed.

(e) -- 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 Section 1(a), (b), (c) and (d).

(f) -- Calendar days on which an employee 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 employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1(f) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c) and (d), respectively.

(g) -- Where an employee 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 employee 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 four hundred eighty (480) basic days under Section 1(b), sixteen hundred (1600) basic days under Section 1(c), and thirty-two hundred (3200) basic days under Section 1(d).

(h) -- Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee 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 employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(2) -- Section 2 of the Agreement of February 5, 1954 is supplemented by the addition of Paragraph

(c-1) and the addition of subparagraphs (8) and (9) of Paragraph (d), as follows:

Section 2 -- Employees 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 (on 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 days' pay at the rate of the last service rendered.

(c-1) An employee receiving four weeks' vacation, or pay in lieu thereof, under Section 1(d)

shall be paid 4/52 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(h)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than twenty-four (24) minimum basic days' 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 in so far as yard service employes and employes having interchangeable yard and road rights covered by said agreement, who are represented by the O.R.C.& B., are concerned:

Yard Service

(1) 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 five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

(2) An employe 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 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; provided that, if the vacation is taken during the time such employe 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 employe 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.

Yard-Service

(3) 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 agreement 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 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.

Combination of Yard and Road Service

(4) An employe 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 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; provided that, if the vacation is taken during the time such employe 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 employe 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.

Yard Service

(5) An employe 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 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 fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

Combination of Yard and Road Service

(6) An employe 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 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; provided that, if the vacation is taken during the time such employe 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 employe 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 employes, and with respect to any yard service employe having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by $\frac{1}{6}$ th.

Yard Service

(8) An employee receiving four weeks' vacation, or pay in lieu thereof, under Section 1 (d) shall be paid $\frac{4}{52}$ 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

(h)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than twenty (20) minimum basic days' pay at the rate of the last yard service rendered.

Combination of Yard and Road Service

(9) An employee having interchangeable yard and road rights receiving four weeks' vacation, or pay in lieu thereof, under Section 1 (d) shall be paid 4/52 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 (h)) 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 twenty-four (24) 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 twenty (20) minimum basic days' pay at the rate of the last yard service rendered.

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 an 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

employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees 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 employee 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 employee at end of his vacation period, the number of vacation days at the request of the employee 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 - The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 9 - The terms of this agreement shall not be construed to deprive any employee 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 com-

mence 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.

SIGNED AT CHICAGO, ILLINOIS, THIS 29TH DAY OF APRIL, 1949.

(Exhibits and Signatory Parties not reproduced.)

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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 - 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 1-3/4 basic days.
4. An employe in yard service working 12 hours will be credited with 1 - 1/2 basic days.
5. An employe in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employe in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employe in freight service, paid no overtime other allowances, working as follows:

1st trip	150	miles
2nd trip	140	miles
3rd trip	120	miles
4th trip	150	miles
5th trip	<u>140</u>	<u>miles</u>
	700	miles

will be credited with seven basic days.

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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 1-1/8 basic days.

13. An employe in freight service, deadheading is paid 50 miles for same, will be credited with 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 1/8 basic day.

Article 7 - Pooling of Cabooses
(May 23, 1952 Agreement)

(a) The employees affected by this rule and the carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, being desirous of cooperating in situations where train service can be improved and trains expedited by the pooling of cabooses, adopt the following:

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(b) Where an individual carrier not now having the right of pooling cabooses considers it advisable to establish such pooling, appropriate committee or committees representing the employees involved and proper representatives of the carrier will conduct negotiations relating thereto.

(c) A reasonable and practical approach to the problems herein referred to, namely--the pooling of cabooses--requires that the carriers and the employees definitely recognize each other's fundamental rights, and where necessary, reasonable and fair arrangements should be made in the interest of both parties.

It is further agreed that:

(1) Whenever the carrier desires so to pool its cabooses, it shall give notice to the General Chairman or General Chairmen of such intention, specifying the territory and service involved, whereupon the carrier and employee representatives shall, within 30 days, endeavor to agree upon any facilities that should be furnished to provide accommodations substantially equivalent to those formerly available on the cabooses and used by the employees and on appropriate arrangements for supplying and servicing such pooled cabooses.

(2) In the event the carrier and such representatives cannot so agree on the matter, any party involved may invoke the services of the National Mediation Board

(3) If mediation fails, the parties agree that the dispute shall be submitted to arbitration under the Railway Labor Act, as amended. The decision of the Arbitration Board shall be final and binding upon both parties.

This Article became effective August 1,1952.

MEMORANDUM OF AGREEMENT

between the

ORDER OF RAILWAY CONDUCTORS

and the

CHICAGO, BURLINGTON & QUINCY

RAILROAD COMPANY

EFFECTIVE JANUARY 10, 1941

MEMORANDUM OF AGREEMENT

**between the
ORDER OF RAILWAY CONDUCTORS
and the**

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

It is hereby agreed in order to afford relief to the company from the undue burdens of Awards 5134 to 5145, inclusive, Awards 5147, 5148 and 5168, to amend Rules 14 and 34, effective January 10, 1941, to the extent that when switching is required in the following groups of yards conductors will be paid as hereinafter set forth:

**Article 1
GROUP 1 YARDS**

Chicago	Burlington-West
Aurora-Eola-Montgomery	Burlington
Galesburg	Creston
Davenport-Rock Island-	Hannibal
Moline-Barstow	Council Bluffs
Peoria	St. Joseph
Quincy	North St. Louis
Savanna	East St. Louis
LaCrosse-North LaCrosse	Kansas City-Murray
Daytons Bluff-St. Paul	Omaha-Gibson
Beardstown	Lincoln
Ottumwa	Denver
	Alliance

(a) When road freight conductors are required to set out bad order and/or no-bill cars found in their train after it has been made up at initial terminal, when yard crew is on duty and is not immediately available, they will be paid on the minute basis with a minimum of one hour at 3/16 of the daily way freight rate,* independent of the road trip.

**Article II
GROUP 2 YARDS**

Mendota	South Omaha
Centralia	Hastings, Neb.
Des Moines	McCook
Pacific Junction	Sheridan
Keokuk	Casper
Brookfield, Mo.	

*See Table of Rates, Page 1.

(a) When road freight conductors are required to set out bad order and/or no-bill cars found in their train after it has been made up at initial terminal, when yard crew is on duty and is not immediately available, they will be paid on the minute basis with a minimum of one hour at 3/16 of the daily way freight rate* independent of the road trip.

(b) When yard crew is not on duty and road freight conductors are required to:

1. Perform necessary switching at initial terminal in connection with making up their own trains including the assembling of all cars to be moved forward in their own trains which were not ready to be moved by yard crew when it went off duty; and

2. Place cars at final terminal from their own trains containing live stock, perishable freight, merchandise, and an occasional rush car of other commodity for delivery to connecting line or lines or for unloading;

they shall be paid therefor on the minute basis with a minimum of one hour at 3/16 of the daily way freight rate* independent of the road trip.

**Article III
GROUP 3 YARDS**

Kewanee	Herrin Junction	Aurora, Neb.
Rockford	West Frankfort	Ravenna
Rock Falls-	Christopher-	Wymore
Sterling	Zeigler	Beatrice
Ottawa	Monmouth	Greybull
LaSalle-Peru	Chariton	Edgemont
Streator	Red Oak	Sterling, Colo.
Clinton	Fort Madison	

(a) When road freight conductors are required to set out bad order and/or no-bill cars found in their train after it has been made up at initial terminal, when yard crew is on duty and is not immediately available, they will be paid on the minute basis with a minimum of one hour at 3/16 of the daily way freight rate,* independent of the road trip.

(b) When yard crew is not on duty and road freight conductors are required to:

1. Perform necessary switching at initial terminal in connection with making up their own train, including the assembling of all cars to be moved forward in their own train which were not ready to be moved when yard crew went off duty;

*See Table of Rates, Page 1.

2. Perform necessary service on way freight trains at initial terminals by giving industries an occasional switch or placing occasional rush cars to industries or interchanges of connecting lines which were not ready to be moved when yard crew went off duty;

3. Place cars at final terminal from their own trains containing live stock, perishable freight, merchandise and an occasional rush car of other commodity for delivery to connecting line or lines or for unloading; and

4. Perform necessary service at final terminal on way freight trains by giving industries an occasional switch or placing an occasional rush car to industries or interchanges of connecting lines which were not ready to be moved when yard crew went off duty;

they shall be paid on the minute basis with a minimum of one hour at 3/16 of the daily way freight rate,* independent of the road trip.

Article IV GROUP 4 YARDS

Centerville
Havelock
Guernsey
Bridgeport

Gillette
Akron
Superior
Seneca

(a) When road freight conductors are required to set out bad order and/or no-bill cars found in their train after it has been made up at initial terminal, when yard crew is on duty and is not immediately available, they will be paid on the minute basis with a minimum of one hour at 1/8th of the daily way freight rate,* independent of the road trip.

(b) When yard crew is operated but is not on duty and road freight conductors are required to:

1. Perform switching at initial terminal in connection with making up their own trains, including the assembling of all cars to be moved forward in their own trains which were not ready to be moved when yard crew went off duty;

2. Perform necessary service on way freight trains at initial terminal by giving industries an occasional switch or placing occasional rush cars to industries or interchanges of connecting lines which were not ready to be moved when yard crew went off duty;

*See Table of Rates Page 1.

3. Place cars at final terminal from their own trains containing live stock, perishable freight, merchandise, and an occasional rush car of other commodity for delivery to connecting line or lines or for unloading; and

4. Perform necessary service at final terminal on way freight trains by giving industries an occasional switch or placing an occasional rush car to industries or interchanges of connecting lines which were not ready to be moved when yard crew went off duty;

they shall be paid on the minute basis with a minimum of one hour at 1/8th of the daily way freight rate,* independent of the road trip.

(c) During period when yard crew is not operated and road freight conductors are required to perform the service set forth in Paragraph (b), Sections 1, 2, 3, and 4 of this Article, or when road way freight conductors are required to do necessary station switching at either initial or final terminals, they shall be paid on the minute basis with a minimum of one hour at 1/8th of the daily way freight rate, * independent of the road trip and separately in each yard in which such service is required.

Article V INTERMEDIATE YARDS

(a) When yard crew is not on duty and road freight conductors are required to:

1. Place cars from their own trains containing live stock, perishable freight, merchandise and an occasional rush car of other commodity for delivery to connecting line or lines or for unloading, or pick up cars containing live stock, perishable freight, merchandise and an occasional rush car of other commodity to go forward in their own train, independent of other pick up or set out movements at Groups 2, 3, and 4 yards;

2. On way freight trains necessary service in giving industries an occasional switch or placing occasional rush cars to industries or interchanges of connecting lines, which were not ready to be moved when yard crew went off duty;

they shall be paid on the minute basis with a minimum of one hour at 1/8th of the daily way freight rate,* independent of the road trip and separately for each yard in which such service is performed.

*See Table of Rates, Page 1.

(b) During periods when yard crew is not operated in Group 4 yards and road freight conductors are required to:

1. Perform the service set forth in Paragraph (a), Section 1 and/or 2 of this Article;
and

2. Perform necessary station switching when in way freight service; they shall be paid on the minute basis with a minimum of one hour at 1/8th of the daily way freight rate,* independent of the road trip and separately for each yard in which such service is performed.

Article VI

SWITCHING IN EMERGENCIES

When road freight conductors are required to perform switching in connection with wrecks, washouts, derailments, accidents, or any other unforeseen situation requiring immediate attention and service account life or property in jeopardy when yard engine is or is not on duty, they shall be paid on the minute basis with a minimum of one hour at 3/16 of the daily way freight rate* Groups 1, 2 and 3 yards which are terminals of their runs, and at Group 4 yards and all intermediate yards they shall be paid on the minute basis with a minimum of one hour at 1/8th of the daily way freight rate* independent of the road trip. This does not contemplate duplication of minimum payments when other switching is performed and paid.

Article VII

The following does not constitute switching to be paid for under this agreement:

1. Doubling over at initial and final terminals and at intermediate yards when track will not hold train.

2. Doubling over one cut of cars which has been placed first out by yard crew while yard crew is switching rear end of train at points where trains are received on main line This also applies to these trains when their connections are run as extras in lieu of timecard number, or when necessary to use yard track to clear passenger train.

3. Making one pick up or one set out of freight equipment before arriving at or leaving passenger station. This applies at initial terminal, final terminal or intermediate point.

4. Making one set out between general switching limits and receiving track at Council Bluffs of stock and/or

*See Table of Rates, Page 1.

perishables at Union Pacific Transfer; at 8th Street, Lincoln, by crews arriving from Omaha, Creston, and Pacific Junction; at stock yards, Lincoln, by crews from Hastings and Ravenna.

(5) One set out by No. 81 or No. 81's extra at Iowa Transfer track, Des Moines, when yard crew is not on duty.

(6) One set out of empties together in train at north yard, Streator and Ottawa.

(7) Maintaining groups to be set out at intermediate yards or stations between terminals or turning points of runs when picking up at intermediate yards.

(8) One set out of cars together and/or pick up of cars together first out on one track and/or from overflow track at intermediate yards, except Omaha-Gibson, Kansas City, St. Joseph, North St. Louis, Hannibal, and Galesburg. In applying the provisions of this paragraph, Murray, LaSalle, Peru, Davenport, Rock Island, Moline, East Moline, Silvis Transfer, Watertown Spur, Barstow, Burlington, West Burlington, West Frankfort, Cambon, Herrin Junction, Freeman Storage, Zeigler, Zeigler Junction, Christopher, Bridgeport, and Northport will be considered separate pick up and set out points.

(9) One set out of stock for delivery at Montgomery or Aurora at one of the two points in addition to other set out within the Aurora-Eola-Montgomery yard.

(10) Setting out and/or picking up at the east yard and/or up-town yard, Kewanee.

(11) Picking up and/or setting out by way freight trains in both upper and lower yards at Red Oak when yard crew is not on duty.

(12) Picking up and/or setting out at the south yard and/or M. & St. L. connection by eastbound way freight trains arriving at Monmouth from Burlington when yard crew is not on duty.

(13) Setting out at two of the following three locations - upper yard, lower yard, and lower yard transfer, by trains arriving at South Omaha with stock and other cars when yard crew is not on duty.

(14) Moving cars from one point to another when making set out and/or pick up at Red Oak and at Bridgeport-Northport.

(15) Setting out bad order and/or no-bill cars from pick up or train at intermediate yards when yard crew is not immediately available.

Article VIII(16) Changing waycars when yard crew is not on duty when no other switching is performed.

(17) Shoving train together when it is cut because of crossing or crossover or when train is parted.

(18) Moving road engine with or without cars at initial terminal or at intermediate yard so as to permit yard crew to take off and/or add cars.

(19) Replacing of cars disturbed in the performance of switching provided for in this agreement.

Article VIII OTHER ALLOWANCES

If switching is required of road freight conductors in Groups 1, 2, 3, and 4 yards in excess of that provided for in this agreement, they shall be paid a minimum of 2½ hours at pro rata way freight rate,* independent of the road trip, and separately in each yard where such service is performed.

Article IX PASSENGER SERVICE

In Groups 1,2, 3, and 4 yards when yard crew is not on duty or the service is not performed by yard men, road passenger conductors who are required to perform switching and/or to handle their trains or motor cars to or from yards or depots, will be compensated for such service on the minute basis with a minimum of 30 minutes at the passenger overtime rate, independent of the road trip. This allowance will not be used to make up a guarantee. A straight pick up or set out does not constitute switching. When road passenger conductors are required to handle or change their own road engines when yard crew is not on duty, payment therefor shall be in accordance with the provisions of Rule 14. Turning train and engine on wye inbound before arrival at station or outbound after departure from station, whether yard crew is or is not on duty, will be a part of the road trip and does not constitute switching. The provisions of Rule 17 of current schedule agreement remain in full effect insofar as suburban and Nifa Race Track service is concerned.

Article X GENERAL PROVISIONS

(a) It is understood that this agreement makes no change in runs established under Rules 24, 27 and 28 or other runs as set up by agreement.

*See Table of Rates, Page 1.

(b) It is also understood that when road conductors are paid for switching under this agreement they will not be paid for the same service under Rules 14 and 34.

(c) In determining payment for switching under this agreement time shall be computed as follows:

1. At initial terminals all time consumed from the time road crew couples onto waycar or other cars until all switching has been completed and train is coupled together.

2. At final terminals all time consumed from the time train arrives as shown on register until switching has been completed.

3. At intermediate yards the actual time consumed in performing switching from the time switching is commenced until it is completed.

This agreement shall become effective as of January 10, 1941 and shall remain in effect until changed in accordance with the provisions of Section 6 of the Railway Labor Act.

FOR THE ORGANIZATION:
H. L. SMITH
General Chairman, O.R.C.

FOR THE MANAGEMENT:
H. J. HOGLUND
Asst. to Exec. Vice Pres.

A. E. DAVIS
Staff Officer, Exec. Vice Pres.

Chicago, Illinois
March 12th, 1941.

Chicago, March 12, 1941.

Messrs. J. C. Grisinger
S. L. Fee
F. E. Haines
G. Eckhardt

In carrying out provisions of agreement between the Order of Railway Conductors and this company dated March 12, 1941, it is not intended to split train crews in such manner as will defeat payment to conductors under the provisions of said agreement.

Will you please see that all concerned are fully conversant with the content of this letter?

H. J. HOGLUND

cc-Messrs:

J. H. AYDELOTT
F. H. MULLEN
H. L. SMITH,
Gen. Chairman, O.R. C.

Chicago, March 24th, 1925.

Memorandum of agreement, effective April 1st, 1925, between the Chicago, Burlington and Quincy Railroad Company and General committees of the Engineers, Firemen, Conductors, Trainmen and Yardmen, defining limits within which switch engines may work without penalty under rules of schedules, for performing road service.

The limits for "General Switching" include all character of yard service, and it is understood that a yard crew may go out beyond the limits agreed upon such distance as may be necessary to handle the number of cars being switched.

Where limits are set for "Pulling and Pushing" outside of "General Switching" limits such "Pulling and Pushing" limits are for that purpose only. Similarly as to "Industrial Switching" limits.

It is hereby declared to be the policy of the parties hereto, and for their mutual advantage to permit extension of "Industrial Switching" limits as new industries may be located beyond limits as at present fixed, within practical and reasonable distances.

NOTE: Switching Service for New Industries and Changing Switching Limits (Article 10, May 23, 1952 Agreement)

(a) The employees involved, and the carriers represented by the Eastern, Western and Southeastern Carrier's 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 affect the changing of yard or switching limits at points where no yard crews are employed.

This rule (a)-(d) became effective August 1, 1952.

CHICAGO DIVISION

General switching limits:

West: West switch at LaVergne.

Pulling and pushing limits:

West: 4000 feet west of west switch at LaVergne.

AURORA DIVISION

AURORA, EOLA, MONTGOMERY

General switching limits:

East: E. J. & E. crossing, Eola.

West: Switch leading to concrete plant, Montgomery.

Fox River Branch: West switch of shanty track.

Savanna Line: West passing track switch.

West Chicago Branch: North switch of the old yard near C. A. & E. Crossing.

West Batavia Line: Point 150 feet from Savanna line passing track switch.

Industrial switching limits:

Include Batavia and West Batavia.

Note: Not to displace existing road service.

MENDOTA

General switching limits:

East: Automatic Signal M. P. 80.4

West: West switch of crossover, main line to Denrock branch.

KEWANEE

General switching limits:

East: East switch of eastbound passing track.

West: West switch of westbound passing track.

ROCKFORD

General switching limits:

South: South switch of storage track, near M. P.21.

Industrial switching limits:

Include Camp Grant Yard.

ROCK FALLS-STERLING

General switching limits:

East: Canal bridge.

West: 2,631 ft. west of connection switch in vicinity of Avenue G.

OTTAWA

General switching limits:

North: Standard Oil switch.

South: South switch, storage track at M.P. 83.70.

STREATOR

General switching limits:

North: North switch, north storage yard.

West: Switch leading to bottle works track.

Pulling and pushing limits:

West to Kangley.

Industrial switching limits:

North: Switch of north storage yard.

West: Icehouse track.

LASALLE--PERU

General switching limits:

West: 300 feet west of M. P.29, west of Peru.

East: 100 feet east of M. P.19, east of Dickinson,

Note: Applies to switch men only.

GALESBURG DIVISION

GALESBURG

General switching limits:

East and North: First signal bridge east of Main Street.

West: (Ottawa division) West switch to stock yards track.

South: South switch of the north crossover at Station 8797.

Peoria line: Switch leading to Burlington Transportation Company Terminal.

Graham cut-off: West switch of west crossover near tie plant.

Pulling and pushing limits:

East: East home signal at Santa Fe Tower.

Savanna line: Santa Fe undercrossing.

Graham cut-off—M. P.166.

Industrial switching limits:

East: Santa Fe Tower.

Peoria line: Brick yard switch.

West: (via either freight or passenger line) Gales Farm (including maintenance work on Graham cut-off).

PEORIA

General switching limits:

West: West switch of storage track west of PRT Tower.

DAVENPORT, ROCK ISLAND, MOLINE, BARSTOW

General switching limits:

North switch of southbound passing track, Barstow.
South switch of old No. 6 at Barstow and including East Moline, Moline, Rock Island and Davenport.

MACOMB

Industrial switching limits:

North: North switch of passing track
South: South switch of passing track, Tennessee.
Note: For switchmen only.

BUSHNELL

General switching limits:

South: South switch of passing track south of coal chute Quincy Line.
On Beardstown division: South switch of storage yard south of coal chute.
North: North switch of elevator track.

Industrial switching limits:

Rio line: stock yards.
Quincy line: Pumphouse Bushnell.

CLINTON

General switching limits:

North: North and south wye switches East Clinton.
South: Chancy.

Industrial switching limits:

South: E. I. DuPont de Nemours Co. about 1 ½ miles south of Chancy.

QUINCY

General switching limits:

North: North switch storage track sand cut.
Carthage branch: North wye switch.
South.: Q. O.& K. C. freight house.
West: West switch at west end West Quincy located at M. P. 135.28, including wye formed by East Hannibal Division main tracks extending north from M. P.137.5 and north from M. P.137.14 but not including the Milan track at West Quincy.

Pulling and pushing limits:

North: M P.261.

Industrial switching limits:

North: 24th street.

Carthage branch: Icehouse north of wye.
South: Menke's Lime Kiln.
West: To and including Elevator Track on Milan Line.

LACROSSE DIVISION

SAVANNA

General switching limits:

North: North switch at North crossover at passenger station.
East: Home signal east of crossover at Savanna Yard Tower.

Pulling and pushing limits;

East: East yard limit board 592 feet east of Mile Post 143.

Industrial switching limits:

South: 4000 ft. south of General Switching Limits on Galesburg Line.

NORTH LACROSSE

General switching limits:

On Freight Line: -

North: Automatic signal at M. P.303.3.
South: South switch or C. & N. W. interchange track just south of Milwaukee crossing.

Passenger Line:

Automatic signal at M. P. 303.3 South to Herrington Tower.

Pulling and pushing limits:

North: North yard limit board.
South: Yard limit board as now located.

Industrial switching limits:

North: Onalaska industries.
South: Freight line, Stone Spur.

ST. PAUL AND DAYTONS BLUFF

General switching limits:

North: North connection switch to Union Depot.
East or South: Tail track switch connection with main line at Oakland.

Pulling and pushing limits:

East or South: When stopped at home signal at Oakland.

Industrial and Interchange switching limits:

Omaha and C. G. W. yard near State Street and Western Avenue. C. M. St. P. & P. yard thru Oakland, St. Paul Bridge and Terminal yard through Hoffman Avenue.

NOTE: In emergencies, when transfer crews are not available, yard crews may handle rush cars to or from Great Northern freight house near 8th Street.

BEARDSTOWN DIVISION

METROPOLIS

General switching limits:

North: North switch of north passing track, M. P. 223.45.

South: At the South end of the Ohio River Bridge M. P.2.26 on the P. & I. R. R.

East: Is to be located on the I. C. R. R. at the south switch of the Brookport Wye, 3062 feet southeasterly from switch of the C. B. & Q. incline.

CENTRALIA

General switching limits:

North: Connection to Glenridge Mine.

South: Connection to No.5 Mine.

LITCHFIELD

General switching limits:

North: North switch at north crossover near M. P. 63.

South: 1267 feet south I. C. crossing at Winston Tower, Mile Post 65.79.

BEARDSTOWN

General switching limits:

North: Pumhouse near Illinois River bridge.

South: South switch at crossover to entrance of load yard about Mile Post 114.1.

Pulling and pushing limits!

South: Clearance point south of south switch on south crossover near Mile Post 113.

HERRIN JUNCTION

General switching limits:

North: 1500 feet north of north main track switch Freeman Storage.

South: Yard limit board, 457 feet south of Br. 177.39.

NOTE: Yardmen only.

WEST FRANKFORT

General switching limits:

North: Team track Cambon.
South: Main track switch Horton.
East: Campbell Yard.
NOTE: Yardmen only.

ZIEGLER

General switching limits:

West: Royalton Mine.
East and North: Combined with Christopher limits.
NOTE: Yardmen only.

CHRISTOPHER

General switching limits:

North: 2000 feet north of north main track switch.
South: 300 feet north of Big Muddy Bridge.
NOTE: Yardmen only.

SESSER

General switching limits:

North.. Yard limit board, 2074 feet north of M. P.152.
South: First highway crossing south of Valier Mine.
NOTE: Yardmen only.

VIRDEN

General switching limits:

North: Yard limit board, 1198 feet north of M. P.38.
South: South main track crossover.
West: Switch connecting C. & N. W. transfer track with main and passing track near C. & N. W. depot.
NOTE: Yardmen only.

OTTUMWA DIVISION

DES MOINES

General switching limits:

Gainesville line: West Des Moines Union Junction switch.
Albia line: East switch of team track at 11th Street East Des Moines.

Industrial switching limits:

Albia line: Des Moines Electric Company and Sand Spur near M. P.64.
Cainsville line: Enameled Pressed Brick Company near M. P.1.5.

CHARITON

General switching limits:

West: West switch of eastbound passing track.
East: Produce Company switch 11th Street.
South: South wye switch.

Pulling and pushing limits:

South: 3000 feet south of south wye switch.

Industrial switching limits;

South: Pumping plant and reservoir 4000 feet south of south wye switch.

OTTUMWA

General switching limits:

East: East switch of yard connection with eastward main track.
West: Milwaukee crossing.

Pulling and pushing limits:

East: 2000 feet east of east switch of yard connection with eastward main track.

Industrial switching limits:

West: Wapello Bldg. Company switch near M. P. 281.

BURLINGTON

General switching limits:

East: Mississippi River Bridge draw.
West: Pickle works track near Mt. Pleasant Street.
South: Junction switch to Hannibal division.

Pulling and pushing limits:

South: 3000 feet south of Junction switch, Hannibal division

Industrial switching limits:

North: Shower Bros. switch near M. P. 2.

NOTE: Present agreement to handle company business between Burlington and W. Burlington to continue.

WEST BURLINGTON

General switching limits:

East: To and including spur track to Chicago Tramrail Co.
West: West switch of westbound passing track.

MONMOUTH

General Switching limits:

East: Switch connection to M&StL transfer, approximately M. P. 178.30
West: Switches to center siding, approximately M. P. 180.35
North: M. P. 190.68.
South: M. P. 188.41.

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CRESTON DIVISION

CRESTON

General switching limits:

East: East switch of east crossover.
West and South: Sumner Avenue.
Cumberland Branch: North wye switch.

Pulling and pushing limits:

West: 500 feet west of Sumner Avenue.

Industrial switching limits:

West: *Waterworks switch near M. P. 395.
Cumberland Branch: Miller Feed Yards.
East: Stock Yards
*Road men on ice harvest.

RED OAK

General switching limits:

East: East switch of east passing track.
West: West switch of West passing track.
South: Incline switch.
North: Switch leading to Farmers Mercantile Company plant at approximately M. P. 160.

PACIFIC JUNCTION

General switching limits:

East: East switch of east crossover.
West: West switch of Northwest wye.
North.. Northeast wye switch.
South: South switch of passing track.

Pulling and pushing limits:

East: Marker post, 250 feet east of east crossover switch.
South: Yard limit board just north of Keg Creek bridge.
North: Yard limit board 250 feet north of Pony Creek bridge.

COUNCIL BLUFFS

General switching limits:

South: South switch of elevator track.
West: West wye switch at U. P. Transfer.

Industrial switching limits:

South: Bridge at M. P. 488.90.

CENTERVILLE DIVISION

CENTERVILLE

General switching limits:

East: East yard track connection with main track.

West: West switch of team track Drake Avenue.

Industrial switching limits:

East: Dewey Mine near M. P. 88.

West: Relay Mine near M. P. 91.

EAST HANNIBAL DIVISION

HANNIBAL

General switching limits:

South: South crossover switch at entrance to yard near M. P. 118.

North: North switch of east passing track.

West: Lindell Avenue.

Pulling and pushing limits:

South: Yard limit board 3227 feet south of M. P.118.

North: Home semaphore north of Wabash crossing.

Industrial switching limits:

North: Quarry track switch near M. P.122.

West: Standard Oil Company, Oakwood.

South: Cement Plant, Ilasco.

KEOKUK

General switching Limits:

South: Keokuk Electro Metals Company switch.

North: North switch of Mill and Levee tracks near M. P. 178.

Pulling and pushing limits:

North: Yard limit board near M. P.179.

South: Yard limit board near M. P.176.

Mt. Pleasant Line: 200 feet west of Tenth Street.

Industrial switching limits:

North: *Lake Cooper Ice track near M. P.180.

Mt. Pleasant Line: Mooar Powder Works (For switchmen only).

*Road men on ice harvest.

FT. MADISON

General switching limits.

South: South switch of storage track near M. P.200.

North: Waterworks switch near M. P.203.

Batavia line: Yard limit board at Geo. A. Shurk track near M. P. 1.

Industrial switching limits:

South: Gravel track near M. P. 198.

North: Ice track near M. P.205.

Pulling and pushing limits:

North: Yard limit board near M. P. 203.
Batavia line: Yard limit board west of M. P. 1.

WEST HANNIBAL DIVISION

BROOKFIELD

General switching limits:

East: East switch of yard connection with main track.
West: West crossover switch just west of the roundhouse.

Pulling and pushing limits:

East: The semaphore governing the entrance to the yard near M. P.103.
West: When stopped near west crossover switch west of roundhouse.

Industrial switching limits:

East: Yard limit board just east of Yellow Creek.
West: Handle cars to or from Needles when set out to store at that point account congestion in Brookfield Yard.

ST. JOSEPH DIVISION

ST. JOSEPH

General switching limits:

South: To and including spur track to serve Benton Feed Co. 250 feet south of M. P. 58.
East: Freight connection with passenger line near 11th Street.
North: C. G. W switch (including pass. yard).

Pulling and pushing limits:

South: When stopped at home signal south of Tower 58.
North: Yard limit board 2937 feet north of C. G. W. connection Francis Street.
East: Freight connection switch just east of 11th Street.
Chariton Branch: Yard limit board 1370 feet. east of Arnold Spur.

Industrial switching limits: -

Chariton Branch: Arnold Spur M. P. 141.65.
East: Excello Mill 22nd Street.

ST. LOUIS TERMINALS

NORTH ST. LOUIS

General switching limits:

North: The yard connection switch near M. P. 8.

Pulling and pushing limits:

North: Yard limit board 1139 feet north of M. P. 8.

Industrial and interchange switching limits:

The north yard connection with M. K. & T. yard near Baden.

EAST ST. LOUIS

General switching limits:

North: Bridge Junction.

East: Terminal crossing, Relay.

Industrial switching limits:

National Stock Yards and other designated interchange points.

KANSAS CITY TERMINALS

KANSAS CITY

General switching limits:

East: To and including stub end of industry lead, former Q. O. & K. C. main line, approximately 2300 ft. east of switch leading to Read Mfg. Co.

North: Switch at entrance to yard at Block 4.

Pulling and pushing limits:

East: When stopped at Block 223.

North: When stopped at Block 4.

OMAHA DIVISION

OMAHA

General switching limits:

East: East yard switch Gibson.

West: Bridge 19.20 near Peters Mill.

NOTE:Includes the right to handle mail or express and empty cars to or from U. P. Transfer.

Pulling and pushing limits:

East: East yard limit board just east of rendering works switch near East Albright.

Industrial switching limits:

East: Yard limit board just east of rendering works switch near East Albright.

West: Crossover switch near L Street depot.

NOTE:The only reason for requiring Omaha switch crews to go beyond Peters Mill is to turn passenger equipment on wye and make delivery of perishable

freight, live stock, and Omaha to South Omaha merchandise car.

SOUTH OMAHA

General switching limits:

East: East wye switch.

West: West yard switch and south to connect with Union Stock Yards Company track near viaduct lower yard.

Pulling and pushing limits:

East: Bridge 19.20 near Peters Mill.

West: West yard limit board.

South: South interchange switch.

Industrial switching limits:

West: West passing track switch Ralston.

South on Ft. Crook line: All industries on joint track between South Omaha and Gilmore including all tracks at Ft. Crook.

NOTE: For yardmen only - includes on one run the house track switch LaPlatte (East switch) and West house track switch Bellevue including all intermediate points.

PLATTSMOUTH

For Switchmen Only.

General switching limits:

East: West end Missouri River Bridge.

West: Water Works Switch.

NOTE: Includes handling of cars to and from Pacific Junction.

Pulling and pushing limits:

East: Pacific Junction.

West: West yard limit board at M. P. 7.

Industrial switching limits:

East: Bridge switch east of Missouri River Bridge.

West: Water Works track.

ASHLAND

General switching limits:

East on Louisville line: East wye switch.

East on Omaha line: East wye switch.

North: North passing track switch.

West on main line: West yard switch on main line.

West on Schuyler line: Junction switch on Schuyler near roundhouse.

Pulling and pushing limits:

- East on Omaha line: East yard limit board at M. P. 46.50.
- East on Louisville line: East yard limit board one mile east of Ashland passenger station.
- North: North yard limit board on Sioux City line 2500 feet north of DLD crossing.
- West on main line: West yard limit board at M. P. 37.25.
- West on Schuyler line: Yard limit board 600 feet north of DLD crossing.

Industrial switching limits:

- East on Omaha line: Lyman Richey sand pit switch east of Platte River Bridge.
- North: Rifle range tracks switch on Sioux City line.
- West on Schuyler line: Swift's ice house switch.

HAVELOCK

General switching limits:

- East: East main line switch.
- West: West main line switch.

Industrial switching limits:

- West: Beecher's spur.

NOTE: Present agreement for Havelock yard engines to handle company business between Havelock and Lincoln to be continued.

LINCOLN DIVISION

LINCOLN

General switching limits:

- East: 17th Street.
- West on passenger line: Salt Creek Bridge.
- North on passenger line: Columbus line Junction switch.
- North on freight line: Switch entering freight yard.
- West on freight line: Switch entering freight yard.
- South on Table Rock line: South wye switch.

Pulling and pushing limits

- East: East yard limit board 380 feet east of M. P. 58.
- West on Ravenna line: Yard limit board 1380 feet east of M. P. 5.
- West on line Cushman to Cobb: Yard limit board 4000 feet west of Cushman Junction switch.
- North on Columbus line: Yard limit board 500 feet east of M. P. 2.
- South on Table Rock line: Junction switch at Lancaster.

Industrial switching limits:

East: State Fair Grounds and including Rock Island transfer track between 11th and 14th Sts.

NOTE: The agreement now in effect, that Lincoln yard engines will handle company business between Lincoln and Havelock to be continued.

- West on passenger line: Yankee Hill brick yard switch.
- North on Ravenna passenger line: West or north switch at Cushman.
- North on Columbus line: Spur located 1800 feet west of M. P.2.
- South on Nebraska City line. Penitentiary switch.

HASTINGS

General switching limits:

- East: East lead switch to passenger yard.
- West: West lead switch.
- South on Lester line: South wye switch.

Pulling and pushing limits.

- East: East yard limit board 2500 feet east of M. P. 156.
- West: West yard limit board at M. P. 158.
- South on Lester line: Yard limit board 3000 feet south of M. P. 1.
- North on Aurora line: Yard limit board 50 feet east of M. P. 27.

Industrial switching limits:

- East: Spur leading into Kieckhoffer Container Corporation at approximately M. P.154.74.
- South on Lester line: Brick yard switch.

AURORA

General switching limits:

- East: Main line switch near depot.
- West: West passing track switch.
- South: South wye switch.
- North: Junction with Burwell line.

Pulling and pushing limits:

- East M. P. 76.
- West: Yard limit board 865 feet east of M. P. 80.
- North: Yard limit board 1410 feet north of M. P. 1.
- South: Yard limit board 780 feet, west of M. P.1.

RAVENNA

General switching limits:

- East: East switch.
- West: West power switch, M. P. 128.30.

Pulling and pushing limits:

- East: M. P. 126.
- West: M. P. 129.

GRAND ISLAND

General switching limits:

East: Switch of lead to Belt line.
West: West passing track switch.
NOTE: Include Belt line.

Industrial switching limits:

East: Power Plant at west end Platte River Bridge.
West: Soldiers' Home.

WYMORE DIVISION

NEBRASKA CITY

General switching limits:

East: East yard switch east of passenger station.
West: West yard switch leading into packing house.

Pulling and pushing limits:

East: West end Missouri River Bridge on Payne line.
South: 5000 feet south of Nemaha Junction switch on Nemaha line.
West: Yard limit board 1065 feet west of M. P.7.

Industrial switching limits:

East: Crosby sand spur
West: West switch to packing house.

WYMORE

General switching limits:

East: East lead switch.
West: West lead switch.
North on Crete line: North wye switch.

Pulling and pushing limits:

East: Yard limit board 150 feet east of bridge 86.28.
West: Yard limit board near Bridge 88.27.
North on Crete line: Yard limit board 607 feet north of wye switch.

Industrial switching limits:

East: Davis Stone Quarry.
North on Crete line: Black Brothers Mill.
West: Dawson Stock Yards at about M. P. 88.75.

BEATRICE

General switching limits:

East: 6th Street.
North: North yard switch.
South: Junction switch, with Nemaha line.

Industrial switching limits:

East: Rock Island crossing.
South: Heffelfinger feed yard switch.

SUPERIOR

General switching limits:

East: East Wye switch.
West: West house track switch.

Industrial switching limits:

West Cement plant switch.

McCOOK DIVISION

RED CLOUD

General switching limits:

East: East main line switch.
West: West main line switch.

Pulling and pushing limits:

East: Yard limit board 1652 feet east of east switch.
West: Yard limit board 2937 feet west of west switch.

HOLDREGE

General switching limits:

East: East main line switch.
West: West main line switch.
North: North wye switch on Sterling line.

Pulling and pushing limits:

East: East yard limit board 3432 feet east of east yard switch.
West: Yard limit board 1584 feet west of west passing track switch.
North: Yard limit board 2500 feet north of north wye switch on Sterling line.

OXFORD

General switching limits:

East: East main line switch.
West: West main line switch.

Pulling and pushing limits.

East: Yard limit board 1280 feet east of east main line switch.
West: Yard limit board 2000 feet west of west main line switch.

McCOOK

General switching limits:

East: East lead switch.
West: Icehouse switch.

Pulling and pushing limits:

East: East yard limit board 2013 feet east of east switch.
West: West yard limit board 4168 feet west of west ice house track switch.

Industrial switching limits:

West: 1500 feet west of west brick yard switch, including McCook Provisions Co.

AKRON

General switching limits:

East: East lead switch.
West: West sand unloading track switch.

Pulling and pushing limits:

East: East yard limit board 1155 feet east of east switch.
West: West yard limit board 2000 feet west of west switch.

BRUSH

General switching limits:

East: East coal track switch east of coal chute.
West: West lead switch.
North: North yard switch including sugar factory.

Pulling and pushing limits:

East: East yard limit board 437 feet east of Alfalfa mill switch.
West: West yard limit board 1275 feet west of west yard switch.
North: North yard limit board on Sterling line.

Industrial switching limits:

East: Alfalfa mill switch.

DENVER

General switching limits:

East: East stock yard switch near Riverside cemetery.
North: Utah Junction.

Pushing and pulling limits:

East: M. P. 539.

Industrial switching limits:

East: West switch at Derby, located at approximately M. P. 535.9.

LAFAYETTE

Present operations to continue.

ALLIANCE DIVISION

EDGEMONT

General switching limits:

East: East yard switch.

West: West storage track switch west of Cheyenne River.

North: North wye switch.

Pulling and pushing limits:

East: East yard limit board 4752 feet east of east switch.

West: West yard limit board 1980 feet west of west switch river storage track.

North: North yard limit board 2771 feet north of north wye switch.

ALLIANCE

General switching limits:

East: To and including east switch to Track No.115 at M. P. 363.25.

West: 1175 feet west of west wye switch.

South: South wye switch.

Pulling and pushing limits:

East: M. P. 363.

West: M. P. 367.

South: M. P.1.

SENECA

General switching limits:

East: East switch.

West: West switch.

Pulling and pushing limits:

East: M P. 256.

West: M. P.259.

SHERIDAN DIVISION

GILLETTE

General switching limits:

East: East main line switch.

West: West main line switch.

Pulling and pushing limits:

East: East yard limit board 2145 feet east of east switch.
West: West yard limit board 3180 feet west of west switch.

SHERIDAN

General switching limits:

East: Main line switch leading to sugar factory and Denio mill and including those industries.

West: Crossover switch east of west yard limit board, which is located 1685 feet west of crossover switch.

NOTE: This does not effect use of yard helpers on mine runs.

Pulling and pushing limits:

East: 4375 feet east of east main line switch near First Street.
West: Yard limit board 1685 feet west of crossover switch.

CASPER DIVISION

CASPER

General switching limits:

East: East stock yards switch.
West: West switch west of M. P. 203.

Industrial switching limits:

East: East passing track switch at Brookhurst.
West: Mammoth Oil Company switch.

BONNEVILLE

General switching limits:

East: C. & N. W. Junction switch including designated C. & N. W. interchange tracks.
West: West yard switch.

Pulling and pushing limits:

East: First curve east of Bad Water bridge just east of depot.
West: West yard limit board about one-half mile west of west yard switch.

KIRBY

General switching limits:

East: East main line switch.
West: West main line switch, including tracks leading to Crosby and Gebo mines.
NOTE: Yardmen only.

GREYBULL

General switching limits:

East: East main line switch.
West: West main line switch.

Pulling and pushing limits:

East: East yard limit board, east end of Greybull river bridge.

West: West yard limit board one and one-half miles west of west switch.

STERLING DIVISION

GUERNSEY

General switching limits:

East: East yard switch.

West: West yard switch, including Porter yard.

Pulling and pushing limits:

West: West yard limit board about 300 feet west of stone quarry.

East: Storage track switch at gravel pit.

Industrial switching limits:

West: Stone quarry switch.

East: Gravel pit.

SCOTTSBLUFF

General switching limits:

East: East wye switch.

West: Marker located approximately one-fourth mile west of M. P. 32.

Industrial switching limits:

East: Storage cars on beet spur to M. P.1.

BRIDGEPORT

General switching limits:

North: North switch Northport yard.

South: South switch Bridgeport yard.

West: West passing track switch Northport.

Industrial switching limits:

South: Guthrie spur one-fourth mile south of Bridgeport.

North: Kemp Beet Dump switch.

STERLING

General switching limits:

South: Sugar factory switch on U P. main line.

North: North switch Sterling yard.

West: Shell Oil Co. switch at approximately M. P. 231.26.

East: Electric light plant on Holdrege line.

Industrial switching limits:

East: Riverview beet spur one-half mile east of east yard limit board on Holdrege line, which is at the west end of Platte River bridge.

For the Brotherhood of Locomotive Engineers:

J. A. LEVERINGTON,
General Chairman.

A. J. SEELMAN,
General Sec'y and Treas.

For the Brotherhood of Locomotive Firemen and Enginemen:

M. LARSON,
General Chairman.

H. A. HUSTED,
Secretary, Treasurer.

For the Order of Railway Conductors:

H. L. SMITH,
General Chairman.

F. A. MALOY,
General Secretary.

For the Brotherhood of Railroad Trainmen:

F. S. BARNES,
General Chairman.

T. C. CHALMERS,
General Secretary.

For the Chicago, Burlington and Quincy Railroad Co.:

W. F. THIEHOFF,
General Mgr., Lines East.

E. FLYNN,
General Mgr., Lines West

**CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY**

Chicago, April 1, 1949

**NOTICE
Rules Governing Watch Inspection Service
of This Company**

The inspection of the watches of Operating Department employees, shown below under Group "A", will be under the supervision of The Ball Railroad Time Service. The inspection of the watches of Maintenance of Way employees, shown below under Group "B", will be under the supervision of J. H. Mace Co.

Effective April 1, 1949, the following rules relating to watch inspection will supersede any present rules with which they conflict.

1. The grade and character of watches best suited for accurate performance upon the engines, trains and property of the railroad is a matter of vital interest to the Railroad Company, its officers, employees and the public. Watches that have been examined and certified by an authorized inspector must be used by:

Group "A" Employees

Trainmasters,
Asst. Trainmasters,
Chief Dispatchers,
Train Dispatchers,
Road Foremen of Engines,
Asst. Road Foremen of
Engines,
Conductors,
Trainmen,

Enginemen,
Firemen,
Train Baggage-men,
Yardmasters,
Asst. Yardmasters,
Yard Engine Foremen,
Switchmen,
Switchtenders,
Main Track Hostlers.

Group "B" Employees

Roadmasters,
Asst. Roadmasters,
Track Supervisors,
Track Foremen,
Asst. Track Foremen,
Head Welders,
Frog Welders,
Work Equipment Operators,
Master Carpenters,
Asst. Master Carpenters,
B & B Gang Foremen,
Asst. B & B Gang Foremen,
Paint Gang Foremen,

Water Service Foremen,
Water Service Repairmen,
Signal Supervisors,
Asst. Signal Supervisors,
Signal Foremen,
Leading Signal Maintainers,
Signal Maintainers,
Chief Telegraph Linemen,
Division Linemen,
Telegraph Foremen,
All other employees who operate
Track cars.

2. The minimum standard of WATCHES NOW IN SERVICE is a grade equal to what is known among American Railroad Movements as "NICKEL 17-JEWELS, BREGUET HAIRSPRING, PATENT REGULATOR, LEVER SET, ADJUSTED TO TEMPERATURE AND THREE POSITIONS," that will run within a variation of thirty seconds per week.

3(a). The minimum standard for watches going into service after this date will be as follows:

Make	Size	Jewels	Model	Minimum Movement No.
Waltham	16	23	"Vanguard", Double Roller	30,000,000
Elgin	16	23	"B. W. Raymond", Double Roller	38,300,000
	16	23	"B. W. Raymond", Double Roller	39,000,000
Hamilton	16	23	"No. 950", Double Roller	2,625,000
	16	21	"No. 992", Double Roller	2,620,000
	16	21	"No. 992B Railway Special", Double Roller	C-001
Illinois	16	23	"Bunn Special", Double Roller	5,665,000
	16	21	"Bunn Special", Double Roller	5,665,000
Ball	16	23	"Official Standard", Double Roller	648,500
	16	21	"Official Standard", Double Roller	647,500
	16	21	"Official Standard", Double Roller	1-B-1

All watches going into service must be adjusted to 5 positions and so stamped on plates, also must be lever set, have Arabic standard or marginal minute dials, and if in open-faced cases wind at the figure 12.

3(b). Discontinued makes or grades and "American" watches bearing the names of jewelers or other names not standard trade marks, or trade numbers, will not be accepted as watches going into service, and all American watches going into service should have the standard trade mark or trade number plainly stamped on the plates.

3(c). Twelve size and wrist watches are not considered reliable railroad grade watches and therefore will not be accepted.

3(d). Watches presented by laid off employes rehired or recalled to service, having serial numbers lower than those specified above and for which inspection cards or prescribed certificates have previously been issued, will be recognized and accepted for service if approved by an authorized watch inspector.

4. DECORATED, LUMINOUS OR RADIUM DIALS AND HANDS, OR GOLD HANDS, AND SO-CALLED NON-BREAKABLE GLASSES WILL NOT BE PERMITTED.

5. Instructions to Watch Inspectors, effective April 1, 1949, will cover the duties of authorized watch inspectors.

6. The prescribed Certificate is Form 2654A and is available at authorized watch inspectors.

7. Group "A" employes will present their watches to an authorized watch inspector during the month of May each year. If the watch complies with the requirements of a reliable railroad grade watch, the inspector will fill out and forward Form 2654A to the Superintendent's office, where it will be retained on file until a new certificate has been issued.

8. When a watch is left with an authorized watch inspector, to be cleaned or repaired, a reliable railroad grade watch, with loaner certificate, Form 2655A, will be furnished employe, free of charge, until his own is returned to him. An employe is at liberty to take his watch to a watchmaker other than an authorized watch inspector, for cleaning or repairs. The watch carried in the meantime must be a reliable railroad grade watch, complying with the requirements of Rule 3(a) and must be taken to an authorized watch inspector, who will issue a loaner certificate, Form 2655A, for loaned watch. His own watch, after being put in order, must be taken to the inspector, who will take up the loaner certificate, after which the watch may be carried in service.

9. Reliable railroad grade watches, guaranteed to give required performance, may be purchased by employes from authorized watch inspectors. Payroll deductions to protect such purchases, will be made if mutually agreeable between watch inspector and employe. Payroll deductions will not be extended to exceed eight months.

10. Roadmasters, Master Carpenters, Signal Supervisors, Chief Telegraph Linemen, and their Assistants, will be required to compare time at least once a month with all Section, Extra Gang Foremen, B&B Foremen, Signal Foremen, Telegraph Foremen, and Division Linemen, and make a report to the Superintendent of such

comparison. If it is found that any employe's watch is apparently not keeping accurate time, such employe will be required to have his watch repaired. If such repairs fail to correct the trouble, the employe will be required to provide himself with a reliable railroad grade watch within thirty (30) days.

11. All other employes listed in Groups "A" and "B" must compare their watches daily with standard clock at stations where standard clock is maintained, with time carried by Conductors or Enginemen, or obtain time from Train Dispatcher.

12. EMPLOYES MUST ASSURE THEMSELVES THEIR WATCHES ARE WOUND.

SPECIAL INSTRUCTIONS
TO GROUP "A" EMPLOYES

13. Unless otherwise provided, watches of Conductors, Trainmen, Enginemen, Firemen, Train Baggage-men, Yardmasters, Assistant Yardmasters, Yard Engine Foremen, Switchmen, Switchtenders and Main Track Hostlers, who use main track or handle main track switches, must be compared with a standard clock before commencing each trip or day's work. The time the watches are compared must be registered on a prescribed form.

14. Conductors, Enginemen, Yardmasters and Foremen of yard engines who do not have access to a standard clock must compare their watches daily with each other and with Conductors and Enginemen who have standard time and have registered, or with the Train Dispatcher, and make a record of such comparison on the back of the time slip showing time, place and with whom comparison was made.

At the first opportunity, other employes of the crew must compare time with the Conductor or Engineman. When practicable, the Conductor or Yard Engine Foreman should contact the Engineman and compare time before starting the trip or day's work.

The location of standard clocks will be shown in the timetable. Where there is no standard clock available, time must be obtained from the Train Dispatcher or from some Conductor or Engineman who has registered his watch that day.

SPECIAL INSTRUCTIONS

TO GROUP "B" EMPLOYEES

15. Traveling Watch Inspector, representing J. H. Mace Co., will make inspection annually during the month of May of watches of Group "B" employes. If the watch complies with the requirements of a reliable railroad grade watch, the inspector will fill out and forward Form 2654A to the Superintendent's office where it will be retained on file until a new certificate has been issued; provided, however, that such employes may present their watches to any conveniently located authorized watch inspector.

16. Employes bringing watches into service the first time since last inspection must, if the watch is new, show to the Traveling Inspector, or authorized watch inspector, receipt showing date of purchase.

17. New foremen will be required to provide themselves with reliable railroad grade watches within thirty (30) days from date of promotion or employment in such capacity.

S. L. FEE

General Manager, Lines West

J. C. GRISINGER

General Manager, Lines East

MEMORANDUM OF AGREEMENT

Between

**CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY**

and its employes represented by

**ORDER OF RAILWAY CONDUCTORS
AND BRAKEMEN**

and

BROTHERHOOD OF RAILROAD TRAINMEN

Concurrent with the pooling of cabooses and the operation of such cabooses through recognized freight terminals, as hereinafter set forth, it is agreed that:

1. The provisions of this agreement have application to the pooling of cabooses used by pool freight crews and the operation of such cabooses through recognized freight terminals on the seniority district, including branch lines, of the East Ottumwa Division, the West Ottumwa Division, the Lincoln Division and that part of the McCook Division extending westward from Hastings to McCook, Nebraska.

2. The company will arrange, at its expense, for suitable lodging for conductors and trainmen in pool freight service at the Ballingall Hotel at Ottumwa, the Creston Hotel at Creston, the Barr Hotel at Ravenna and the Carter Hotel at Hastings.

The term "suitable lodging" is defined to mean sanitary rooms with comfortable separate beds for each regular or extra man on a crew, with not more than one crew and three beds to a room. Bathing facilities and toilet will be readily available to the occupants of these rooms on the same floor and clean linen (sheets, pillow cases and towels) will be supplied for each occupant. Periods of occupancy, during layover periods while available for call, will not be limited.

In the event suitable lodging at the specified hotels is not available and an employe is required to find a lodging place elsewhere, he will be compensated at the rate of 1½¢ per mile for the mileage paid on his inbound trip to the terminal and his outbound trip from the terminal where he obtained and paid for his own lodging, exclusive of overtime and arbitrary allowances.

3. In the event justified complaints are received in connection with the facilities provided in the hotels above named, prompt action will be taken to correct such complaints, with the understanding that if cause for such complaints is not removed, suitable facilities will be secured elsewhere.

4. Suitable lockers of adequate dimensions, toilet and washroom facilities will be provided at home terminals, outlying terminals and points where crews are frequently tied up.

5. Arrangements will be made to provide suitable transportation when necessary to transport employes to and from places where they report for duty and are relieved from duty at company expense. The terminals and the points within such terminals between which transportation will be furnished will be agreed upon locally before the pooling of cabooses is made effective.

6. Except in case of emergency, conductors and trainmen in pool freight service will not be tied up where suitable eating and sleeping facilities are not available. When so tied up, under emergency conditions, they will be compensated for actual time on the minute basis, independent of all other trip allowances, at straight time rate applicable to the last service performed, until the proper facilities are made available or until the beginning of subsequent service or tow or deadhead, whichever first occurs.

When conductors and trainmen in pool freight service are tied up between recognized terminals where sleeping and eating facilities are available they will be reimbursed for lodging expenses that may accrue, with a maximum of \$3.00 for each lodging period.

7. The company will clean and supply pooled cabooses. Ice and fresh drinking water, made available under sanitary conditions, will be supplied and sanitary drinking cups will be a part of the caboose equipment. Crew members will continue to be responsible for knowing that the cabooses are properly supplied and equipped before leaving the initial terminal. Conductors will give advance notice in accordance with local instructions of the need for supplies including stationery forms required by conductor on cabooses that are pooled so that supplies may be replenished, and all crew members will cooperate in keeping cabooses in a sanitary condition. List of waycar supplies and equipment will be posted in each caboose.

8. So far as available, cabooses of the type of caboose 13525 will be used in main line through freight service operating through terminals and all cabooses will be maintained in good order.

9. This agreement will not apply in any case to other than pool freight crews.

10. The provisions of this agreement are not intended to modify, supersede or nullify the provisions of any existing agreement. However, it is not intended that duplicate payments be made under this agreement or another agreement for the same time.

The provisions of this agreement shall be applied so long as cabooses are pooled and operated through recognized terminals on the seniority districts specifically named herein.

Signed at Chicago, Illinois, this 17th day of February, 1955.

FOR THE ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN:

/s/ F. H. BECKLEY
General Chairman
/s/ F. F. DOWNEY
Secretary, Gen. Com.

APPROVED:

/s/ J. A. PADDOCK
Senior Vice President

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN

/s/ V. R. ROBERTS
General Chairman
/s/ M. S. CONNETT
Secretary

APPROVED:

/s/ WM. DOLAN
Vice President

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

/s/ J. E. WOLFE
Asst. Vice Pres. (Labor Relations)
/s/ J. F. MULLEN
Senior Staff Officer

WITNESSED:

/s/ LAWRENCE FARMER
Mediator

April 24,1956

T-7-D-122

Mr. F. H. Beckley
General Chairman,
O. R. C. & B.
Lincoln, Nebraska

Mr. V. R. Roberts
General Chairman,
B.R.T.
Creston, Iowa

Gentlemen:

Our letter of understanding dated May 26, 1951 provides that a pool freight train crew will not be used out of home terminal until fully rested subject to there being sufficient extra men available to build up a crew.

Several disputes have arisen concerning the use of pool crews out of home terminals at times when all members were not rested account one or more members of the pool crews had been used in other service.

We are agreeable to be governed by the following examples in such instances:

1. One member of a pool crew is used in other service, is relieved therefrom, and reports back for his pool turn prior to its arrival at home terminal with an extra man. The pool turn subsequently stands for service before the other two members of the pool crew are rested. The pool crew retains position in pool for service when two members who came in with the pool waycar are rested.

2 Two members of a pool crew are used in other service, are relieved therefrom, and report back for their pool turn prior to its arrival at home terminal with extra men. The pool turn subsequently stands for service before the third member of the crew is rested. The pool crew retains position in pool for service when one member who came in with the pool waycar is rested.

3. One member of a pool crew is used in other service, is relieved therefrom, and arrives at home terminal after his pool turn with one extra man has arrived and laid up. The pool turn is "first out" after the two other members of the pool crew are rested but before the member who had been used in other service is rested. The two rested members and an extra man who is rested will be used in turn.

4. Two members of a pool crew are used in other service, are relieved therefrom, and arrive at home terminal after pool turn with two extra men has arrived and laid up. The pool turn is "first out" after the one member of the pool crew who remained on it is rested but before the two members who had been used in other service are rested. The one rested member and two rested extra men will be used. If one of the two men used in

extra service is rested he will be used with the man who remained on the pool turn, and one rested extra man.

5. If all members of a pool crew are used in other service, the turn will retain its place in pool, and if used, will be manned by extra men, or such member or members of the regular crew who may have had at least eight hours' rest subsequent to the performance of other service.

6. In all instances if no rested extra men available, a regular crew member who is not rested will be used without full rest if otherwise available providing he has sufficient time to make trip, with balance of crew who are rested.

In the application of these examples no runaround or trip lost payments would accrue to anyone, and the same examples would also govern where one or more members of a pool crew lay off for one or more trips.

I am sending the original and three copies of this letter to Mr. Beckley. If satisfactory to him, will he please sign and send three copies to Mr. Roberts, who, if he approves, will please sign and return one copy to me and one copy to Mr. Beckley.

C

Yours truly,
/s/ J. E. WOLFE

ACCEPTED:

/s/ F H. BECKLEY
General Chairman, O. R. C.. & B.

/s/ V. R. ROBERTS
General Chairman, B. R. T.

DUES DEDUCTION AGREEMENT
between
CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY
And
EMPLOYES
Represented by
ORDER OF RAILWAY CONDUCTORS AND
BRAKEMEN

Effective April 1, 1957

This agreement made this 8th day of February, 1957, by and between the Chicago, Burlington & Quincy Railroad Company, hereinafter referred to as the "Carrier", and its employes represented by the Order of Rail-

way Conductors and Brakemen, hereinafter referred to as the "Brotherhood".

Section 1. Subject to the terms and conditions of this agreement, the Carrier shall periodically deduct from the wages of the employes subject to this agreement, who acquire and maintain membership in the Brotherhood, amounts equal to the periodic dues, initiation fees, assessments and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Brotherhood and shall pay the amount so deducted to the designated Financial Secretary of the Brotherhood; provided, however, that this requirement shall not be effective with respect to any individual employe until he shall have furnished the Carrier with a written wage assignment authorization to the Brotherhood of such membership dues, initiation fees, assessments and insurance premiums, which wage assignment authorization shall be revocable in writing after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the Rules and Working Conditions Agreement between the parties hereto applicable to conductors, whichever occurs sooner.

The wage assignment authorization shall be in the form attached hereto and identified as Attachment A which by this reference is made a part hereof.

The revocation of the wage assignment authorization shall be in the form attached hereto and identified as Attachment B which by this reference is made a part hereof.

The Brotherhood shall assume full responsibility for the procurement and execution of the wage assignment authorization or the wage assignment authorization revocation and for delivery of such forms to the Division Train, Engine and Yard Timekeeper.

Section 2. (a) The Financial Secretary of each lodge of the Brotherhood shall furnish to the Division Train, Engine and Yard Timekeeper of the Carrier on the Division of the employes involved, not later than the 10th of each month, but earlier if possible, a certified statement in triplicate showing the name, the division on which employed, and gross amount to be deducted from the wages of each member who has signed a wage assignment form, and which form has been filed with the Carrier.

(b) Deductions will be made from the wages earned in first pay period of the month for which the statement specified in Section 2(a) is furnished. The following pay-

roll deductions will have priority over deductions in favor of the Brotherhood, as provided for in this agreement.

1. Federal, state and municipal taxes and other deductions required by law, including garnishments and attachments.

2. Amounts due the Carrier's Relief Department.

3. Amounts due the Carrier.

4. Insurance and hospitalization premiums.

(c) If the earnings of an employe are insufficient to remit the full amount of deduction for such employe, no deduction shall be made, and the same will not be accumulated on the following monthly statement furnished by the Financial Secretary of the Brotherhood.

(d) No deductions will be made from other than the regular payrolls.

Section 3. In the event the Carrier makes any change in the accounting system or procedure, the Brotherhood will be notified of such change, and advised to whom authorizations, revocations, and deduction lists are to be delivered.

Section 4. In consideration of the services described in Section 2 and to pay for the expense of administration, the Carrier will retain from the sum of all deductions made in each month six (6) cents per member from whom a deduction is made in such month and will remit to the Financial Secretary of each lodge the balance due the Brotherhood of the amount deducted from the wages of the members listed by the respective Financial Secretaries. The Carrier will make such remittance not later than the 5th day of the month following the month in which the deduction is made.

Section 5. Erroneous deductions will be adjusted by the Brotherhood. If a question arises as to the amount deducted, the member concerned will handle such matter direct with the Financial Secretary of his lodge.

Section 6. No part of this agreement or any other agreement between the Carrier and the Brotherhood shall be used either directly or indirectly as a basis for any grievance or claim by or in behalf of any employe predicated upon any violation of, or misapplication or non-compliance with, any part of this agreement.

Section 7. 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 8. This agreement shall become effective April 1, 1957 and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois, this 8th day of February, 1957.

FOR THE ORDER OF RAILWAY CONDUCTORS AND
BRAKEMEN:

/s/ F. H. BECKLEY
General Chairman

FOR THE CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY:

/s/ J. E. WOLFE
Assistant Vice President, Labor Relations

/s/ A. E. EGBERS
Staff Officer, Labor Relations

WAGE ASSIGNMENT AUTHORIZATION

Organization

To Chicago, Burlington & Quincy Railroad Co.

I hereby assign to the (Organization)

that part of my wages necessary to pay my monthly union dues, initiation fees, assessments and insurance premiums (not including fines and penalties) as reported to the Division Train, Engine and Yard Timekeeper, Chicago, Burlington & Quincy Railroad Company, by the of

(Officer) (Organization)

Lodge No. in monthly statements certified by him as provided for in the Dues Deduction Agreement entered into between the Chicago, Burlington & Quincy Railroad Company and its employes represented by the, effective

(Date), and I hereby authorize the

Chicago, Burlington, & Quincy Railroad Company, all such sums and remit them to the of my local lodge of the (Officer)

in accordance (Organization)

with the said Dues Deduction Agreement. This authorization may be revoked in writing by the undersigned at any time after the expiration of one year from the date of its execution, or upon the termination of the said Dues Deduction Agreement, or upon the termination of the Rules and Working Conditions Agreement between the Chicago, Burlington & Quincy Railroad Company and,

(Organization)

whichever occurs sooner.

Signature

Home Address

Lodge No.

Location

Date

WAGE ASSIGNMENT REVOCATION

(Organization)

To
Chicago, Burlington & Quincy Railroad Co.

Effective _____ 19_____, I
hereby revoke the wage assignment authorization now in effect assigning to
the _____
(Organization)

that part of my wages necessary to pay my monthly dues, initiation fees, assessments and
insurance premiums now being withheld pursuant to the Dues Deduction Agreement
effective _____ between the
(Date)

Chicago, Burlington & Quincy Railroad Company and its employes represented by
the _____
(Organization)

_____, and I hereby cancel the authorization now in effect authorizing the Chicago,
Burlington & Quincy Railroad Company to deduct such monthly union dues, initiation fees,
assessments and insurance premiums from my wages.

Signature

Home Address

Lodge No. Location

Date

MEMORANDUM OF AGREEMENT

BETWEEN

**CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY**

AND

**ORDER OF RAILWAY CONDUCTORS AND
BRAKEMEN**

The parties hereto mutually agree that:

1. All employes coming within the scope of agreement between the parties who have heretofore attained the age of seventy (70) years, or who shall attain the age of seventy (70) years on or before December 31, 1957, shall have their seniority rights acquired under the rules and working agreement between the parties terminated on December 31, 1957.

2. Employes who shall attain the age of seventy (70) years after December 31, 1957 shall have their seniority rights acquired under the rules and working agreement between the parties terminated on the last day of the calendar month in which they attain the age of seventy (70) years.

3. After the seniority of an employe has been terminated as provided herein, his name shall be stricken from the seniority roster or rosters provided for by said rules and working conditions agreement, and such person shall not be permitted to work or be re-employed by the Carrier in service coming under the rules and working conditions agreement between the parties signatory hereto.

4. It is understood that an employe on a run which does not return to the home terminal each day and who is at the away-from-home terminal at the end of the day on which his seniority is to be terminated will be permitted to work his turn or assignment back to the home terminal.

5. Neither this agreement nor any provision contained herein, nor any application thereof, shall be considered or used as a basis for any time or money claim against the Carrier.

6. In the event of a serious manpower shortage, this agreement shall be suspended for the duration of such emergency. If the parties cannot agree that a serious

manpower shortage exists, such question shall be submitted to arbitration.

7. This agreement shall become effective September 25, 1957 and shall remain in effect until revised or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois, this 25th day of September, 1957.

FOR THE ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN:

/s/ F. H. BECKLEY
General Chairman

/s/ G. R. FIELD
Vice Chairman

/s/ H. T. SHANKS
Secretary

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

/s/ J. E. WOLFE
Vice President—Personnel

December 9, 1957 T-2993-57

Mr. F. H. Beckley
General Chairman, O.R.C. & B.
Lincoln, Nebraska

Dear Sir:

Referring to correspondence ending with my letter of July 12 and the discussion at conference on December 6, concerning claim of Conductor C. M. Leavitt, LaCrosse Division, for payment of full through freight rate for deadhead North LaCrosse to Fountain City in lieu of one-half through freight currently allowed, June 24, 1957.

It was agreed that hereafter whenever conductors are deadheaded by means other than on trains, in circumstances where deadhead payment accrues under Rule 67, payment will be made as if the deadhead were made on a freight train. We also agreed the instant claim would be allowed.

Please acknowledge receipt.

Yours truly,
/s/ A. E. EGBERS

D

March 29, 1960

T-6-B-255

Mr. G. R. Field
General Chairman, ORC&B
Galesburg, Illinois

Mr. V. R. Roberts
General Chairman, ERT
Creston, Iowa

Gentlemen:

This will acknowledge receipt of your letter dated March 24, 1960 reading:

"Referring to discussions some time ago relative to proper handling when an emergency conductor is deadheaded to an outlying point to fill conductor vacancy and later extra brakeman who is also an extra conductor and senior to the emergency conductor then filling conductor vacancy on the crew involved, is deadheaded to fill brakeman vacancy on same crew."

"It is our opinion that under such conditions, the emergency conductor deadheaded to the assignment to fill the conductor vacancy, should continue to fill it under the language of the agreements, and the extra brakeman later deadheaded for brakeman vacancy fill the brakeman position, as was done in the East Ottumwa Division case discussed."

"Request you kindly advise your concurrence in such application to avoid disputes that may arise in the future."

This is to advise my concurrence.

Yours truly,

/s/ A. E. EGBERS

Mr. A. E. Egbers
Asst. to Vice President, Operations
(Labor Relations)
C. B. & Q. Railroad Company
Chicago, Illinois

January 24, 1962

Dear Sir:

Referring to previous correspondence and discussions relative to the pooling of cabooses and the operation of such cabooses through recognized freight terminals.

This will confirm understanding reached in conference today that effective February 1, 1962:

1. The Mediation Agreement dated February 17, 1955 providing for the pooling of cabooses on the East and West Ottumwa Divisions, the Lincoln Division and the McCook Division between McCook and Hastings is extended to the McCook Division freight pools operating between McCook and Denver and the Kansas City - East St. Louis assignments presently operating over the GM&O Railroad.
2. The third paragraph of Article 2 and the second paragraph of Article 6 of the agreement dated February 17, 1955 is hereby modified to provide payment to the employe for the actual cost of lodging with a maximum of \$5.00 per lodging period.
3. This understanding does not change or modify any of the provisions of the February 17, 1955 agreement except as specifically provided herein.

Yours truly,

/s/ V. R. Roberts
General Chairman, B.R.T.

/s/ G. R. Field
General Chairman, O.R.C.&B.

ACCEPTED:

/s/ A. E. Egbers
Asst. to Vice. Pres., Operations
(Labor Relations)

Galesburg, Illinois
October 9, 1959

Mr. A. E. Egbers
Staff Officer, Labor Relations
C.B.& Q. Railroad
Chicago, Illinois

Dear Sir.

This will acknowledge receipt of your letter dated October 5, 1959, your file T-6-A(T), reading:

"Referring to phone conversation today concerning the case of Homer C. Todd, Beardstown Division Conductor, who has been restricted to passenger service only account impaired vision due to a cataract.

We agreed that when a conductor's services are restricted for such reason it is considered that he lost his assignment through no fault of his own and therefore he would be entitled to exercise his seniority as provided in Rule 79.

Please acknowledge receipt."

It is my understanding Rule 79 reading in part:

" when an older conductor in the service loses his assignment through a reduction of force, or through no fault of his own, he shall be given any run his seniority will entitle him to hold providing he makes application for the run within a period of thirty days." would entitle Conductor Todd to exercise his seniority on any passenger assignment now held by a junior conductor.

In our discussion, it was agreed that in the handling of future cases when the services of a conductor are restricted, the reason for such restriction would be determinative of the proper application of Rule 79.

Yours truly,

/s/ G. R. Field
General Chairman,
ORC&B

February 11, 1958

T - 6 - B - 97

Mr. F. H. Beckley
General Chairman, ORC&B
Lincoln Nebraska

Dear Sir:

Referring to our discussion at conference on February 6, 1958 concerning understanding appearing at page 97 of the Conductors' booklet respecting conductors exercising seniority upon jobs bulletined during absence from duty.

It was agreed that in pursuance of said understanding that bids will not be accepted from conductors while on vacation, or sick leave or other authorized leave for jobs that are bulletined and expire during such absence.

It was also agreed that if a conductor displaces a junior conductor assigned during his absence, under said understanding, the conductor making the displacement would be considered as having been originally assigned to said job at time bulletin expired for purpose of applying the one-year provision of Rule 79. For example, a conductor was off sick during months of January, February and March. On February 1 job for conductor was bulletined and assigned to a junior conductor on February 11. On April 1 the senior conductor returned to work and displaced the junior conductor assigned to the job bulletined in February. The senior conductor would be protected for one year from February 11, subject to exceptions in Rule 79.

Please acknowledge receipt,

Yours truly,

/s/ A. E. Egbers

October 26, 1955

Mr. J. E. Wolfe
Assistant Vice President,
C. B. & Q. R.R. Company
Chicago, Illinois

Dear Sir:

Please refer to exchange of correspondence ending with your letter of October 14, File T-7-J-56, reading:

"Referring to your letter of September 21, 1955 in regard to inquiries you have received from conductors and trainmen in territories where cabooses are pooled, about using the arrival and departure time of pool crews deadheading in applying the first-in first-out provisions of the agreement rules.

I am willing to agree that in the case of pools where waycars are pooled and are not assigned to crews, pool crews deadheading will take their turn according to arrival without regard to arrival or departure of cabooses. If this is what you have in mind and if it covers the matter clearly, please so advise and I will issue instructions accordingly."

This will advise that the foregoing is what we had in mind and covers the situation. Request therefore that you issue instructions accordingly.

Will you please advise.

Yours very truly,

/s/ F. H. BECKLEY
General Chairman, ORC&B

/s/ V. R. ROBERTS
General Chairman, BRT

MEMORANDUM OF AGREEMENT
Between
CHICAGO, BURLINGTON & QUINCY RAILROAD CO.
and
ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN

In applying Rules 16 and 21, it is understood that where extra boards are established, conductors assigned thereto will be considered as within the working rank of conductors. Such extra boards will be regulated and operated pursuant to the principles contained in letter dated December 11, 1953- page 83 printed schedule.

1. At points where a conductor's extra list is not maintained, or where such a list is maintained and is exhausted, temporary vacancies for conductors will be filled by calling the senior demoted conductor who is available at the time call is placed. This is not to apply in connection with the filling of temporary vacancies for conductors in passenger service at points where such vacancies are covered by a special agreement.
2. Demoted conductors will not be considered to be available for extra service as conductors when they have requested and have been granted permission to be off their regular assignment as trainmen, or when they miss a call for service as a conductor, until eight (8) hours after the return of their assignment as trainman to the headquarters of that assignment, except in emergency, when no other demoted conductor is available for service.
3. The Agreement of October 8, 1951, which constitutes an interpretative understanding of Rule 72 (c) of the Conductors' and Trainmen's schedule agreements, is hereby reinstated and modified to the extent that its provisions shall not be applied at points where local agreements are in effect to cover the exercise of seniority on temporary vacancies for conductors in freight service.
4. The Carrier recognizes its obligation to see that a sufficient number of trainmen are promoted to conductor, so as to insure the satisfactory functioning of this agreement.

The provisions of this agreement shall become effective January 1, 1957 and supersede all conflicting local agreements. It shall continue in effect until modified or changed in accordance with the provisions of the amended Railway Labor Act.

Signed at Chicago, Illinois, this 7th day of December, 1956.

FOR THE ORDER OF RAILWAY CONDUCTORS AND
BRAKEMEN:

F. H. BECKLEY
General Chairman, ORC&B

APPROVED:

J. A. PADDOCK
Senior Vice President, ORC&B

FOR THE CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY:

J. E. WOLFE
Assistant Vice President,
Labor Relations

January 29, 1963

Mr. A. E. Egbers
Asst. to VPO- Labor Relations
C. B. & Q. Railroad Company
Chicago, Illinois

Dear Sir:

Referring to your letter dated January 25, 1963, file T-6-B reading:

“A trainmaster called me recently posing a hypothetical question involving the assignment of a conductor on a job at an outlying point for which no bids had been received.

He was, of course, aware that in such instances the senior demoted conductor would be assigned to the vacancy. However, he inquired who should be assigned in the event the senior demoted conductor was on vacation or on an authorized leave of absence at the time the bulletin expired.

Will you please list this matter for discussion at our next conference.”

It is our understanding the senior demoted conductor would be assigned in all cases, even though he was not immediately available for service. Subsequent vacancies to be filled in line with local agreements, Rule 79 and agreement on page 117 of Conductor's schedule.

Yours truly,

/s/ G. R. Field
General Chairman, O.R.C.&B.

/s/ V. H. Roberts
General Chairman, B. R. T.

Accepted:

A E. Egbers, Asst. to VPO-Labor Relations
February 7, 1963

Explanation:

The senior demoted conductor will be assigned even though he is on authorized leave of absence or is off duty account illness or injury, providing he has not been off 30 days at the time bulletin expires. In event he does not resume service until after expiration of 30 days from the first day off, the assignment will be rebulletined and filled per agreement on page 117 of Conductor's Schedule.

MEMORANDUM OF AGREEMENT
between
CHICAGO, BURLINGTON & QUINCY RAILROAD
COMPANY
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN
ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN
BROTHERHOOD OF RAILROAD TRAINMEN

It is agreed that suitable lodging for employes qualified therefor under Article II, Section 1 of the Agreement of June 25, 1964, will be provided at the following:

Chicago, Ill.	Atlantic Hotel for passenger train and enginemen
Cicero, Ill.	Towne Hotel for trainmen Clyde Dormitory for enginemen
Mendota, Ill.	Faber Hotel
Rock Falls, Ill.	Miami Hotel
LaSalle, Ill.	Francis Hotel
Savanna, Ill.	Radke Hotel Mrs. Lavie Logan's
Galesburg, Ill.	Custer Hotel
E. St. Louis, Ill.	DeSota Hotel Baltimore Hotel
Centralia, Ill.	Langenfeld Hotel
Quincy, Ill.	Quincy Hotel
St. Paul, Minn.	St Paul Hotel
Minneapolis, Minn.	Andrew's Hotel

Kansas City, Mo.	Plaza Hotel
No. Kansas City, Mo.	Ben Bolt Hotel
Hannibal, Mo.	Mark Twain Hotel
St. Louis, Mo.	Claridge Hotel
Mexico, Mo.	Hoxey Hotel
St. Joseph, Mo.	Andrews Hotel
Paducah, Ky.	Mrs. Pool's Rooming House
Clinton, Ia.	Lafayette Hotel
Burlington, Ia	Union Hotel & Burlington Hotel
Keokuk, Ia.	Iowa Hotel
Ottumwa, Ia.	Ballingall Hotel and Ottumwa Hotel & 2 rooming houses
Des Moines, Ia.	Randolph Hotel
Creston, Ia.	Iowana Hotel & 2 apartments
Council Bluffs, Ia.	Chieftain Hotel
Chariton, Ia.	Charitone Hotel & Laballette Rooming House
Omaha, Nebr.	Paxton Hotel Avis Conner's Rooming House Marie Johnson's Rooming House Elsie Gerhke's Rooming House

Pacific Jct., Ia	King's Hotel
O'Neill, Nebr.	Golden Hotel
Lincoln, Nebr.	Lincoln Hotel
Wymore, Nebr.	Carsons
Sargent, Nebr.	Sunset Motel
Burwell, Nebr.	Pink Rooming House
Hildreth, Nebr.	Reconditioned coach
Shubert, Nebr.	Reconditioned coach
Hastings, Nebr.	Carter - Trainmen and overflow enginemen Big Four Hotel for enginemen Clarke Hotel
Ravenna, Nebr.	Barr and West Hotels
Fairmont, Nebr.	Slumber Motel
Red Cloud, Nebr.	McFarland Hotel
McCook, Nebr.	Keystone Hotel
Akron, Colo.	Dormitory-Norca Hotel for passenger enginemen or overflow
Denver, Colo.	Oxford Hotel
St. Francis	Elms Hotel
Oberlin	Oberlin Hotel
Alliance	Alliance Hotel
Seneca	Valentine and Drake Hotels
Edgemont	Oxnard and Huff Hotels

Deadwood	Franklin Hotel
Sterling	Sterling Hotel
Bridgeport	Edding Hotel
Guernsey	Guernsey and Culver Hotels
Cheyenne	Pioneer Hotel
Holyoke	Barge Hotel
Holdrege	Madison Hotel
Brush	Carroll Hotel
Casper	Townsend Hotel
Bonneville	Shawver Hotel (at Shoshoni) & Desert Inn Motel
Cody	Pawnee Hotel
Billings	Carlin Hotel and Gage Hotel
Laurel	Hurzler Hotel & Yellowstone Hotel
Gillette	Montgomery and Goings Hotel
Greybull	Norris Hotel

It is understood that there will not be more than 2 men to a room with separate beds and men will be of the same craft and crew.

The Pooling of Caboose Agreements are not modified by the provisions of this agreement.

In the event a road service crew (except short turnaround passenger crews) or individual members thereof, are tied up four (4) hours or more at a terminal or tie-up point as described in Article II at which Carrier has not provided suitable lodging, an "equitable allowance" in lieu of lodging in the amount of \$2.00 will be allowed for each such tie-up.

If a crew is tied up four (4) hours or more at a terminal or tie-up point as described in Article II but the designated facility at which suitable lodging is provided has no rooms available and arrangements have not been made elsewhere for overflow, qualified employees will be allowed the "equitable allowance" or actual lodging expense whichever is the greater.

It is understood that if the General Chairmen dispute that the provided lodging facilities are not suitable, a prompt on-the-ground joint investigation will be made, and necessary correction effected.

If a crew is called on duty prior to having been tied up for four (4) hours and for any reason the train does not depart until more than 1 hour after the on-duty time, the four (4) hours will be computed to extend to 30 minutes prior to actual departure time from the terminal.

Example 1. A crew tied up at 4:00 P.M. They are called on duty at 7:45 P.M. The train does not depart until 9:15 P.M. The crew would be considered tied up from 4:00 P.M. to 8:45 P.M. and would be allowed a meal allowance and the "equitable allowance" in lieu of lodging.

Example 2. The crew in the foregoing example departs at 8:45 P.M. They would not be entitled to meal allowance or allowance in lieu of lodging.

Where the Carrier prior to June 25, 1964 furnished bunk rooms for employees at an away from home terminal tie-up point, and employees who are tied up for less than 4 hours are using these facilities, the Carrier will not discontinue such facilities unless arrangements are made for bunk room space in another facility without first handling the matter with the interested General Chairmen. Employees who are tied up four hours or more and who use such bunk room rather than lodging facility provided by the Carrier at which rooms are available, will not be entitled to the "equitable allowance" in lieu of

lodging.

Signed at Chicago, Illinois this 30th day of September, 1964.

For the Organizations:

/s/ K. C. Sallee
General Chairman, BLE

/s/ K. F. Smith
General Chairman, BLF&E

/s/ G. R. Field
General Chairman, ORC&B

/s/ V. R. Roberts
General Chairman, BRT

For the Chicago, Burlington & Quincy Railroad
Company:

/s/ A. E. Egbers
Asst. to Vice President - Operations
(Labor Relations)

MEMORANDUM OF AGREEMENT
between
CHICAGO, BURLINGTON & QUINCY RAILROAD
COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN
ORDER OF RAILWAY CONDUCTORS AND
BRAKEMEN
BROTHERHOOD OF RAILROAD TRAINMEN

In full and complete disposition of the organizations' request for payment for attendance at investigations, re-examinations on operating and/or mechanical rules, safety instruction classes or meetings, and physical re-examinations, it is agreed as follows:

1(a). Employees required by the Carrier to attend an investigation in pursuance of the provisions of the Agreement of February 1, 1947 (dealing with investigation and assessment of discipline) to determine the facts and their responsibility in connection with an accident, or alleged violation of operating or mechanical rules, who are not found guilty will be paid for all time lost. If no time lost, such employees who are not found guilty will be paid for actual time spent at the investigation at the straight time rate of the last service performed.

1(b). These provisions shall also apply to employees required by the Carrier to attend investigations as witnesses. The Carrier will call all witnesses who can give pertinent testimony in connection with the specific occurrence being investigated.

2(a). When employees are required by the Carrier to attend periodical re-examination on operating and/or mechanical book of rules or instruction classes, they will be compensated therefor at straight time rate of the last service performed for actual time consumed in excess of two hours computed from time required to report until released.

(b). This provision is not applicable in connection with examination on rules required for promotion, or when required following return to service after absence from service for any reason such as but not limited to illness or furlough.

3(a). When employes are required by the Carrier to submit to periodical physical re-examinations, they will be compensated therefor at the straight time rate of the last service performed for the actual time consumed in excess of two hours computed from the time of appointment to completion of the examination.

(b). This provision is not applicable in connection with any physical re-examination that may be required for promotion, or following return to service after absence from service for any reason such as but not limited to illness or furlough. Likewise it will not apply in connection with physical examinations conducted in connection with modification or lifting of a restriction made because of physical condition.

NOTE:Employes who are required to submit to periodical physical re-examinations will be examined at the nearest point where regularly appointed physicians are available and this without loss of time. Employes may arrange to take such examinations at their away from home terminal.

This agreement shall become effective July 16, 1964, and shall continue in effect thereafter subject to the serving of thirty (30) days notice by one party upon the other party, further handling to be in pursuance of the provisions of the Railway Labor Act.

Signed at Chicago, Illinois, this 6th day of July 1964.

FOR THE EMPLOYEES:

- /s/ K. C. Sallee
General Chairman, BLE
- /s/ K. E. Smith
General Chairman, BLF&E
- /s/ G. R. Field
General Chairman, ORC&B
- /s/ V. R. Roberts
General Chairman, BRT

FOR THE CARRIER:

- /s/ A. E. Egbers
Asst. to Vice President-Operation
Labor Relations

APPROVED:

- /s/ C. J. Coughlin
Asst. Grand Chief Engr., BLE
- /s/ M. A. Ross
Vice President, BLF&E
- /s/ G. R. Field
Acting Vice President, ORC&B
- /s/ P. K. Byers
Vice President, BRT

July 7, 1967

Mr. A. E. Egbers
Asst. to President
Labor Relations & Employment Dept.
C. B. & Q. Railroad Company
Chicago, Illinois

Dear Sir:

This will acknowledge receipt of your letter dated July 3, 1967, file Hours of Service X-T-7-J, reading:

"Referring to our discussion at recent conference concerning a number of claims that had been filed for held-away-from-home-terminal payments or initial delay, growing out of the advancing of the clocks one hour on April 30, 1967, in connection with the new uniform time act.

We will be faced with the same situation when we move the clocks back one hour the last Sunday in October.

It was agreed that we would use "actual time" rather than clock time in determining payments under the held-away-from-home-terminal and terminal delay rules.

Please acknowledge receipt."

It is our understanding the above application will also apply in determining all other payments due road crews who are compensated on a "miles run or hours worked" basis.

Would you please advise of your concurrence therewith.

Yours truly,

/s/ G R. Field
General Chairman,
O.R.C.& B.

/s/ G. C. McCoy
General Chairman,
B.R.T

Mr. Egbers advised of his concurrence under date of July 13, 1967.

MEMORANDUM OF AGREEMENT
Between
CHICAGO, BURLINGTON & QUINCY RAILROAD
COMPANY
and
ORDER OF RAILWAY CONDUCTORS AND
BRAKEMEN
BROTHERHOOD OF RAILROAD TRAINMEN

The Agreement of September 29, 1965 dealing with certain provisions of the June 25, 1964 Agreement is hereby superceded and the following understanding will apply:

Article 1

1. If brakemen are required to protect service as a conductor on any of the qualifying days this will be considered as meeting the qualification requirements for paid holidays and time and one-half for service on their regular assignment on holidays.

2. If an extra man works on a local freight assignment or road switcher assignment which is subject to the paid holiday rule, such employe will receive time and one-half for working on the holiday.

3. If a through freight assignment which operates 100 miles or less per day converts to wayfreight on one-half or more of the working days in the thirty days preceding the holiday, the regularly assigned employes on such assignment will be considered subject to Article 1, Section 2, Paid Holiday provisions of the June 25, 1964 Agreement.

It is agreed that an assigned freight crew operating in straightaway service and coming within the provisions of Article 1, may be operated in turnaround service out of the home terminal to an intermediate point and return on the day preceding or following a holiday listed in Article 1, Section 2 of the June 25, 1964 Agreement, on which the assignment is annulled, in order to get the crew on their regular assignment. For such turnaround operation, the crew will be paid actual miles operated but not

less than mileage of their regular assignment. The turnaround mileage will not be used to deny holiday allowances otherwise applicable.

4. Crews on local freight assignments which operate less than 100 miles on certain days of the week and on other days of the week operate over 100 miles which provides a mileage component in determining compensation, will not qualify for holiday pay and time and one-half for work on the holiday.

5. If an employe is required to protect, or takes, a temporary vacancy on a regular assignment subject to Article 1, Section 2, and is available for or performs service thereon on both the qualifying days and the holiday; and no other employe qualifies for holiday pay on such assignment; he will be allowed one basic day's pay at the rate of the assignment as holiday pay. If he works the assignment on the holiday, he will, in addition receive time and one-half for service performed on the holiday. This interpretation is not applicable to employes who protect work from the extra board on a day to day basis.

Article II

If a crew ties up at any point other than the home terminal for pool crews or the designated home terminal in the case of an assigned crew, at which suitable lodging has not been provided, each crew will be allowed the meal allowance of \$1.50 and the lodging allowance of \$2.00 for each such tie-up, if the tie-up is for four hours or more.

If at such a tie-up point, Carrier has arranged for suitable lodging, the employes will use such lodging and will be allowed the meal allowance provided the tie-up is for four hours or more.

In the case of a bulletined work train headquartered at an outside point, lodging will be provided for the men or they will be allowed the lodging allowance of \$2.00 in any case where the assignment is on and tied up for less than five days at any point. It is understood that crews will not be headquartered

at a location where food and lodging cannot be made available.

Agreement is not applicable in the case of road crews tied up at other than the home terminal under emergency conditions as provided in ORC&B and BRT Rules 65 and 84.

Article III

It is agreed that Article III modifies existing rules which required manning of a self-propelled machine by train crews in road service, to the extent that no train service employe is required, unless the self-propelled machine is equipped with a drawbar and is operating under train orders, in which event a conductor is required.

Article V

1. In yards classified as such under the Road-Yard Switching Agreements, where yard crews were not operated, as of June 25, 1964 road crews may perform any yard service but will be paid for actual time with a minimum of one hour at rates provided in the Road-Yard Switching Agreements.

2. At yards where yard crews are employed on only one shift, the twelve-hour periods described in Section 5 of Article V of the June 25, 1964 Agreement will also apply to days of the week when the yard crew is not worked. (This means that at a yard where yard crews are employed on one shift, for example, Monday through Friday, any switching by road crews during the first twelve-hour period on any day of the week will be subject to the provisions of the existing Road-Yard Switching Agreements, and second twelve-hour period per Sections 1 and 3 hereof.)

3. In one shift yards, road crews may be required to perform any yard service during the second twelve-hour period for which they will be compensated by payment of actual time with a minimum of one hour at rates provided in the respective Road-

Yard Switching Agreements.

4. When a yard crew assignment is discontinued in pursuance of Article V, Section 1, road crews will be paid for any switching during the hours the discontinued yard crew formerly worked at the pro rata yard rates.

5. When the last yard crew assignment in a yard is discontinued in pursuance of Article V, Section 1, road crews will be paid for any switching throughout the day at the pro rata yard rates.

6. Section 5 of Article V has no application at yards where there is more than one shift yard operation, unless properly reduced to that extent as a result of a joint check.

7. Switching allowances to conductors shall be at yard foreman's rate.

* * *

All pending claims will be disposed of under the terms of this agreement.

This agreement shall become effective on the date signed and shall continue in effect thereafter subject to the serving of thirty days' notice by one party upon the other party, further handling to be in conformity with the procedural requirements of section 6 of the Railway Labor Act.

Signed at Chicago, Illinois, this 21st day of December, 1966.

FOR THE ORGANIZATIONS:

/s/ G. R. Field
General Chairman, ORC&B

/s/ G. C. McCoy
General Chairman, BRT

FOR THE CARRIER,

/s/ A. E. Egbers
Asst. to Vice President
Operation (Labor Relations)

MEMORANDUM OF AGREEMENT
between
CHICAGO, BURLINGTON & QUINCY RAILROAD
COMPANY
and
ORDER OF RAILWAY CONDUCTORS AND
BRAKEMEN
BROTHERHOOD OF RAILROAD TRAINMEN

In disposition of the Organizations' request in behalf of employes they represent who are called for jury duty, it is agreed:

An employe who is called for jury duty shall be excused from work for the days on which he serves, and he shall receive for each such day of service, on which he would have been regularly scheduled to work, the difference between one basic day at his applicable pro rata rate of pay and the payment to which he is entitled for such jury service with a maximum of ten days per year.

Where an employe is on an assignment which doubles the road, or which works a cycle of 2 or 3 days and is then off for 1, 2, or 3 days, the days off in such a cycle will also be considered as days he would have been regularly scheduled to work for the purpose of this agreement.

The employe will present proof of such jury service and the amount of pay he received therefor.

This agreement shall become effective January 1, 1967, and will remain in effect subject to the serving of thirty (30) days' notice by one party upon the other, further handling to be in accordance with amended Railway Labor Act.

Signed at Chicago, Illinois this 21 st day December, 1966.

FOR THE ORGANIZATIONS:

/s/ G. R Field
General Chairman, ORC&B

/s/ G. C. McCoy
General Chairman, BRT

FOR THE CARRIER:

/s/ A. E. Egbers
Assistant to the President

MEMORANDUM OF AGREEMENT
Between
CHICAGO, BURLINGTON & QUINCY RAILROAD
COMPANY
and
ORDER OF RAILWAY CONDUCTORS AND
BRAKEMEN
BROTHERHOOD OF RAILROAD TRAINMEN

In disposition of the request by the ORC&B and BRT to negotiate an agreement in connection with conductors or trainmen using their personal automobiles for deadhead purposes, it is agreed:

1. When a conductor or trainman is deadheaded in instances where payment is due under Rule 67, and there is no available passenger or freight service, or bus transportation, on which he can be deadheaded, on the day the employe is instructed to deadhead, the employe may use his personal automobile and will be allowed 8¢ per mile. It is understood that an employe will not be required to use his personal automobile.

2. Where an employe is required to exercise his seniority at an outside point in the application of Rule 79, or while at an outside point is displaced and cannot hold a job at that point, he will also be subject to the allowance of the 8¢ a mile for use of his personal automobile but not to exceed mileage from or to division headquarters, if no train service or bus transportation available on the date he is required to go to outside point or is displaced at outside point.

3. This understanding does not preclude this Carrier from providing other means of transportation rather than permitting an employe to use his automobile.

Signed at Chicago, Illinois, this 28th day of July , 1966.

FOR THE ORGANIZATIONS:

/s/ G. R Field
General Chairman, ORC&B

/s/ G. C. McCoy
General Chairman, BRT

FOR THE CARRIER:

/s/ A E. Egbers
Assistant to the President

/s/ C. J. Maher
Staff Officer

MEMORANDUM OF AGREEMENT
between
CHICAGO, BURLINGTON & QUINCY RAILROAD
and
ORDER OF RAILWAY CONDUCTORS AND
BRAKEMEN

It is agreed that when an extra conductor is required to attend an investigation by the Carrier either as a principal or as a witness he will retain his turn on the extra list.

If his turn on the extra list gets out before such conductor is available he will then stand first-out upon his being available for service.

In such event if the conductor missed one or more trips and was not found at fault at the investigation, he will be allowed an eight-hour runaround with the understanding that not more than two runarounds will be paid for trips lost due to attending an investigation.

This agreement will become effective on October 1, 1965 and will remain in effect thereafter subject to the serving of thirty days' notice by one party on the other, further handling to be in conformity with the procedural requirements of the Railway Labor Act.

Signed at Chicago, Illinois, this 16th day of September, 1965.

FOR THE ORGANIZATIONS:

/s/ G. R Field
General Chairman, ORC&B

FOR THE CARRIER:

/s/ A. E. Egbers
Asst. to Vice President-Operation
(Labor Relations), CB&Q

MEMORANDUM OF AGREEMENT
between
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY
and
ORDER OF RAILWAY CONDUCTORS AND
BRAKEMEN

Item No. 4 of Memorandum of Agreement dated August 8, 1955 appearing on pages 71-73 of the conductors' agreement booklet is hereby amended to read:

“4. When an extra conductor who is first out and available is run around he will be allowed eight hours at pro rata through freight rate and will remain first out. When the available emergency conductor, who stands for conductor service, is run around, he will be allowed eight hours at pro rata through freight rate.”

This agreement will become effective on October 1, 1965 and will remain in effect thereafter subject to the serving of thirty days' notice by one party on the other, further handling to be in conformity with the procedural requirements of the Railway Labor Act.

Signed at Chicago, Illinois, this 16th day of September, 1965.

FOR THE ORDER OF RAILWAY CONDUCTORS
AND BRAKEMEN:

/s/ G. R. Field
General Chairman

FOR THE CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY:

/s/ A. E. Egbers
Asst. to the Vice President-Operation
(Labor Relations)

MEMORANDUM OF AGREEMENT
Between
CHICAGO, BURLINGTON & QUINCY RAILROAD
COMPANY
and
ORDER OF RAILWAY CONDUCTORS AND
BRAKEMEN
BROTHERHOOD OF RAILROAD TRAINMEN

The following understandings are reached respecting the matter of promoting yardmen-brakemen to conductors as a result of the agreements covering the extension of seniority between yardmen and road brakemen:

Rule 78 of the conductors' and trainmen's agreement is hereby interpreted to mean that hereafter a trainman or yardman who has had two years' experience in freight and/or yard service will be eligible for promotion to conductor providing he has one year's experience in road freight service, which may include the three months' freight service immediately preceding promotion. In other words a yardman-trainman who meets the two-year requirement must have at least nine months' service in road freight service, plus the three months' freight service required immediately preceding promotion to a freight conductor.

A yardman-trainman who is assigned to yard service when notified to prepare for promotion to conductor must avail himself of the first opportunity to place in road freight service to secure the necessary road freight service to qualify him for promotion or forfeit his right to promotion.

When an employe in yard service notified for promotion is not available under agreement provisions for the required immediate road freight service under Rule 78, he will be required to advise local officers within seven days that he will place in road freight service as soon as available therefor or he will relinquish right to promotion.

In the event a yardman-trainman does not

have an opportunity to immediately place in road freight service but does so at the first opportunity, he will be given his seniority as conductor in accordance with his standing as trainman.

It is understood that such employes will be given promotion examination upon expiration of the ninety days' freight experience immediately preceding promotion.

An emergency conductor assigned to yard service will not be used to perform emergency conductor service except when no other extra or emergency conductor is available.

Signed at Chicago, Illinois, this 5th day of August , 1965.

FOR THE ORGANIZATIONS:

/s/ G. R. Field
General Chairman, ORC&B

/s/ V. R. Roberts
General Chairman, BRT

FOR THE CARRIER:

/s/ A. E. Egbers
Asst. to Vice President-Operation
(Labor Relations)