

Burlington  
Route

**CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY**

**RULES AND RATES OF PAY  
FOR  
TRAINMEN**

**RULES EFFECTIVE MAY 1, 1928 AS REVISED**

**RATES EFFECTIVE DECEMBER 1, 1952**

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## TABLE OF TRAINMEN'S 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)
Asst. Cond'r. or Ticket Collector - Rule 1	24.30	.1401	729.00			3.0375	
Baggagemen - Rule 2	23.49	.1350	704.70			2.9375	
Baggagemen handling U.S. Mail - Rule 2	23.95	.1381	718.50			2.9950	
Baggagemen handling Dynamo or Express - Rule 2	23.83	.1373	714.90			2.9800	
Baggagemen handling Dynamo and U.S. Mail - Rule 2	24.29	.1403	728.70			3.0375	
Baggagemen handling Express and U.S. Mail - Rule 2	24.29	.1403	728.70			3.0375	
Baggagemen handling Dynamo and U.S. Mail - Rule 2	24.75	.1434	742.50			3.0950	
Passenger Brakemen and Flagmen - Rule 2	23.29	.1339	698.70			2.9125	
Passenger Brakemen handling U.S. Mail - Rule 2	23.75	.1370	712.50			2.9700	
Rule 4			94.37				
Rule 5			*88.39				
Rule 7(a)		.0964					
Through Freight - Rule 18	23.22	.2000		2.9025	4.3550		
Less than 81 cars	23.57	.2035		2.9475	4.4200		
81 to 105 cars	24.22	.2100		3.0275	4.5425		
106 to 125 cars	24.62	.2140		3.0775	4.6175		
126 to 145 cars	24.87	.2165		3.1100	4.6650		
146 to 165 cars	24.97	.2175		3.1225	4.6825		
166 cars and over	a	a					
*Wayfreight - Rule 23	23.70	.2048		2.9625	4.4450		
Less than 81 cars	24.05	.2083		3.0075	4.5100		

81 cars to 105 cars	24.70	.2148	3.0875	4.6325
106 to 125 cars	25.10	.2188	3.1375	4.7075
126 to 145 cars	25.35	.2213	3.1700	4.7550
146 to 165 cars	25.45	.2223	3.1825	4.7725
166 cars and over	a	a		
** Wayfreight - Galesburg-Barstow	23.90	.2068	2.9875	4.4825
** Wayfreight - Sterling-Barstow	23.90	.2068	2.9875	4.4825
** Wayfreight - Rock Island-Clinton	23.90	.2068	2.9875	4.4825
** Wayfreight - Burlington-Ottumwa	24.00	.2078	3.0000	4.5000
** Wayfreight - Creston-Albia	23.83	.2061	2.9800	4.4700
** Wayfreight - Ravenna-Seneca	24.00	.2078	3.0000	4.5000
- Rule 54			105.33	
(a) Mediation Agreement C-539			*59.95	
Mediation Agreement A-547			3.6575	5.4875

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

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

\*\* - Additional amounts based on maximum number of cars (including caboose) hauled in train in road movement at any one time on road trip anywhere between initial starting point of final release as shown below are to be added to basic daily rates:

Less than 81 cars	-	\$ .35	126 to 145 cars	-	\$1.65
81 to 105 cars	-	1.00	146 to 165 cars	-	1.75
106 to 125 cars	-	1.40	166 cars and over	-	Add 20¢ for each additional block of 20 cars or portion thereof.

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**TABLE SHOWING TIME AND ONE-HALF FOR  
OVERTIME (18¾ 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	6:15	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	7:57	149
2:40	50	5:20	100	8:00	150

**CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**

**RULES AND RATES OF PAY FOR TRAINMEN**

**RULES EFFECTIVE MAY 1, 1928 AS REVISED  
RATES EFFECTIVE DECEMBER 1, 1952**

**Rule 1  
DURATION OF AGREEMENT**

The following rules will govern the pay of trainmen in train service and define their rights as agreed to between the Chicago, Burlington & Quincy R. R. Co., by its officers, and the Committee of the Brotherhood of Railroad Trainmen, who represent the trainmen employed by this Railroad and they will remain in effect until October 1, 1953, and thereafter, subject to thirty days' written notice by either party.

**DEFINITION OF "TRAINMEN"**

The word "Trainmen" as herein used applies to collectors, brakemen, flagmen and train baggagemen.

**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
Assistant conductors or ticket collectors Baggagemen .....			
*Baggagemen handling dynamo, or express, or U.S. Mail.....			
Baggagemen handling dynamo and express .....		See	
Baggagemen handling dynamo and U.S. Mail.....		Table of Rates	
Baggagemen handling express and U.S. Mail.....		Page 1	
Baggagemen handling dynamo, express and U.S. Mail.....			
<b>Brakemen and flagmen .....</b>			

\* Rates specified for "baggagemen handling express" apply to baggagemen in the employ of railroads who shall be paid exclusively by the railroads.

*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.

*Question 3.:* In view of different rates being provided for baggagemen handling express, and baggagemen not performing such work, how will baggagemen handling express on certain days and not handling it on other days be compensated?

*Answer:* On any day where express is handled the combination rate will apply for that day; in such cases minimum monthly guarantee shall apply.

*Question 4.:* Does the provision for higher rates for handling express cancel all existing understandings between the managements and the men in regard to bonuses or special compensation that they have heretofore received from either their road or the express company for handling express?

*Answer:* Yes; provided the new rates do not reduce previous combined earnings.

**NOTE:** The extra allowance of 34¢ daily for baggagemen 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 34¢ to 46¢ 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 1:* What is the new monthly Guarantee for Baggage-men handling sufficient Government Mail to require payment of differential of 34¢ per day?

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

*Question 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 34¢ per day?

*Answer:*

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

*Question 3:* What average daily earning minima are established for Passenger Conductors, Assistant Conductors (Ticker Collectors), Baggage-men, Flagmen and Brakemen who handle U.S. Mail sufficient to require payment of differential of 34¢ 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 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 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 Bag

gagemen and divided by 150 to determine the mileage rate and that rate applied to the miles paid for?

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

*Question 6:* Brakeman handles sufficient United States Mail to require payment of 34¢ differential. Does the differential apply to the Brakeman's or Baggage man's rate?

*Answer:* The differential applies to Brakeman's rate.

*Question 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 8:* If under schedule rules Baggage man, who handles sufficient United States Mail to require payment of 34¢ differential, does other work which requires payment of local freight brakeman's rate for the entire day, is the employee entitled to the 34¢ 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 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 141.

*Question 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 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 Brakemen.

*Question 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 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 14:* If more than 50 pieces of mail are handled between any two points in less than 3 feet, should arbitrary be allowed?

*Answer:* 100 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 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 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 fifty 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 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 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; 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 34¢ in excess of the straight Baggage man's rate?

*Answer:* No.

*Question 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 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 overflow 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 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 overflow 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 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 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 34¢ 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, 1952, showed 44 sacks to be the equivalent of 3 feet with 1¾ outside packages the equivalent of one sack.

**Article II. Basic Day**

One hundred and fifty (150) miles or less (straight away or turnaround) 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		
FROM	TO	Miles Run
Chicago.....	Burlington.....	205.6
Chicago.....	Quincy.....	262.3
Chicago (Trains 41, 42).....	Savanna (Daily, except Sunday) .....	144.8
Chicago (Trains 47, 48, 51, 52, 49).	Savanna (50).....	144.8
Chicago.....	Galesburg (daily).....	162.5
Chicago.....	Mendota and return (Local).....	165.6
Rochelle.....	Rockford.....	105.2
(2 round trips per day)		
If station switching is performed at Rochelle, it will paid for at way freight rate.		
Sterling .....	Shabbona and return.....	94.4
Aurora.....	Rockford and return.....	144.2
Clinton.....	Mendota.....	128.2
Mendota.....	Galesburg and return.....	159.4
Streator.....	Aurora and return..... 1 day }	239.4
	Walnut and return..... }	
	Aurora and return, 1 day.....	120.0
Shabbona .....	Chicago.....	131.2
(Milk run)		
Baggagemen paid \$15.34 per month additional to mileage rate for handling milk at platform, Chicago		

**ILLINOIS DISTRICT, GALESBURG DIVISION  
PASSENGER RUNS**

RUNS		
FROM	TO	Miles Run
Galesburg.....	Quincy.....	99.8
(Trains 3, 6, 9, 4, 7, 16, 11 and 10).....		
Galesburg.....	Peoria, Burlington and Galesburg.....	191.8
(Trains 59, 179 and 178).....		
Galesburg.....	Peoria and return.....	105.6
(Trains 178, 1, 10 and 11).....		
Galesburg.....	Burlington via Galva and Keithsburg and return.....	219.2
Buda .....	Rushville and return.....	219.4
Rock Island.....	Savanna and return.....	118.6
Galesburg.....	Rushville and return, via Rio and..... Vermont.....	194.8
Sterling .....	Barstow-Rock Island .....	186.4

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

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

**ILLINOIS DISTRICT, BEARDSTOWN DIVISION  
PASSENGER RUNS**

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

**IOWA DISTRICT, BURLINGTON DIVISION  
PASSENGER RUNS  
RUNS**

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

**IOWA DISTRICT, OTTUMWA DIVISION  
PASSENGER RUNS  
RUNS**

FROM	TO	Miles Run
Burlington.....	Ottumwa and return (Local).....	148.4
Burlington.....	Creston (Local).....	187.5
Burlington.....	Omaha, via Council Bluffs.....	290.4
	Omaha, via Plattsmouth.....	295.2
Chariton.....	Indianola.....	132.8
	(2 round trips daily, except Sunday)	
	Cainsville.....	110.6
Des Moines.....	Mt. Ayr.....	122.1
	Osceola.....	57.3

**IOWA DISTRICT, CRESTON DIVISION  
PASSENGER RUNS  
RUNS**

FROM	TO	Miles Run
Creston.....	Omaha and return.....	205.8
Creston.....	St. Joseph.....	104.1
Creston Two Trips.....	Cumberland and return.....	188.8

**IOWA DISTRICT, CENTERVILLE DIVISION  
PASSENGER RUNS**

RUNS		
FROM	TO	Miles Run
Burlington.....	Carrollton, via Viele.....	220.8
Carrollton.....	Burlington, via Viele.....	220.8
Keokuk (Train 1).....	Shenandoah, one day.....	244.4*
Shenandoah.....	Red Oak.....	
Red Oak.....	Shenandoah..... one day.....	282.0*
Shenandoah (Trains 6, 11 and 2).....	Keokuk .....	
Keokuk (Train 3).....	Centerville, one day.....	89.6*
Centerville .....	Humeston.....	
Humeston (Trains 3 and 4).....	Keokuk .....	172.2*
Keokuk (Train 5).....	Centerville, Sunday.....	89.6*
Centerville (Train 6).....	Keokuk, Sunday.....	89.6*
Humeston.....	Shenandoah.....	227.0
Sedan.....	Elmer and return.....	104.0
Sunday only - Trains 11 and 12 (I & St. L.)		
Centerville .....	Carrollton.....	247.4

\* Four Crews Pooled

**MISSOURI DISTRICT, HANNIBAL DIVISION  
PASSENGER RUNS**

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

**MISSOURI DISTRICT, BROOKFIELD DIVISION  
PASSENGER RUNS**

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

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

RUNS		
FROM	TO	Miles Run
Kansas City.....	St. Joseph and return .....	124.8
St. Joseph.....	Omaha .....	132.0
Kansas City.....	Omaha .....	195.8
Villisca .....	St. Joseph, via Bigelow and return.....	213.0
Chariton.....	St. Joseph, via Bethany .....	143.6
Chariton.....	St. Joseph, via Grant City.....	161.3
St. Joseph.....	Lincoln.....	147.4
Clarinda (Sunday only) .....	Villisca .....	
Davis City (Daily).....	Albany.....	100.4
Albany (Sunday only) .....	Togo .....	134.2
Napier.....	Villisca .....	156.6
Clarinda .....	Villisca	
Villisca .....	Bigelow, via Burlington Jct.....	141.7
Bigelow (Trains 47, Ex. 56 and 49)	Clarinda, via Corning.....	
Switching at Clarinda will be paid for at way-freight rate. Brakemen retain higher money monthly guarantee of \$186.30		
Clarinda .....	Bigelow, via Corning .....	
Bigelow .....	Villisca, via Burlington Jct.....	141.7
Villisca (Trains 50, 55, 89 and 48)..	Clarinda	
Switching at Clarinda will be paid for at way-freight rate. Brakemen retain higher money monthly guarantee of \$186.30.		

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



**NEBRASKA DISTRICT, OMAHA DIVISION  
PASSENGER RUNS**

RUNS		
FROM	TO	Miles Run
Hastings.....	Pacific Jct. ....	176.9
Hastings.....	Omaha .....	151.3
Sioux City.....	O'Neil .....	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		
FROM	TO	Miles Run
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
Stromsburg.....	Alma.....	151.9
Burwell.....	Aurora and return.....	208.8
Kearney.....	Aurora and return.....	135.1
Omaha .....	McCook.....	283.0

**NEBRASKA DISTRICT, WYMORE DIVISION  
PASSENGER RUNS**

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

**NEBRASKA DISTRICT, MCCOOK DIVISION  
PASSENGER RUNS**

RUNS		
FROM	TO	Miles Run
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		
FROM	TO	Miles Run
Holdrege.....	Sterling.....	229.6
Alliance.....	Denver.....	238.3
Alliance.....	Casper.....	236.0
Bridgeport.....	Morrill.....	98.5

**WYOMING DISTRICT, ALLIANCE DIVISION  
PASSENGER RUNS**

RUNS		
FROM	TO	Miles Run
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		
FROM	TO	Miles Run
Edgemont.....	Billings.....	365.2

**WYOMING DISTRICT, CASPER DIVISION  
PASSENGER RUNS**

RUNS		
FROM	TO	Miles Run
Billings.....	Casper.....	328.8
Casper.....	Cheyenne.....	222.0
Alliance.....	Casper.....	236.0

**Rule 4**  
**DYNAMO SERVICE**

Baggagemen and brakemen required to operate dynamos will be paid at the rate of ( )\* per month in addition to their regular rates for the number of trips on the runs on which they are required to operate dynamos.

The above rule and rate continued to be considered only in connection with preservation of former combined earnings, i.e., the previous monthly rate under 0.0.27 plus ( )\*.

**Rule 5**  
**BRAKEMAN RIDING IN BAGGAGE OR  
CREAM CARS**

Brakemen required to ride in baggage or cream cars to handle milk or cream cans or other articles carried in such cars shall be allowed additional pay at the rate of ( )\* per month for the days so worked, and shall not be required to wear uniforms. This not to apply to the Shabbona milk run.

**Rule 6**  
**OVERTIME**

(a) Trainmen on short turnaround passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty in excess of eight (8) hours (computed on each run from the time required to report for duty to the end of that run) within (9) consecutive hours; and also for all time in excess of nine (9) consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made. For calculating overtime under this rule, the Management may designate the initial trip. (This paragraph (a) as revised became effective January 1, 1948.)

(b) Trainmen 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 Table of Rates, page 1.

*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.)*

(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.

(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 trainman will be paid overtime rates for full time held, less 30 minutes.

### **Rule 7 FREIGHT CARS IN PASSENGER TRAINS**

(a) If it is necessary to handle freight cars in a passenger train, trainmen 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.

If baggageman is not required to assist in the work of handling freight cars, he will not be paid extra.

NOTE: See Appendix, pages 125-128.

### **DETOURS**

(b) Passenger trainmen 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, trainman 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.

"Extra mileage account detours may be applied against the guarantee except where existing monthly rate for regular assignment equals or exceeds the monthly guarantee of the Supplement, when such extra mileage will be paid in addition to the monthly rate."

\* See Table of Rates, Page 1.

**Rule 8**  
**SPECIAL OR EXTRA PASSENGER SERVICE**

(a) Passenger trainmen 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 trainmen 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.

(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.

(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 pro rata.

If trainman 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.

Trainmen 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 128-131.

**Rule 9**  
**NOT REQUIRED ON LAY-OVER DAYS**

Passenger trainmen 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 TRAINMEN ON PASSENGER TRAINS**

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

If a freight trainman relieves a regular passenger trainman 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**

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

**Rule 12**  
**GUARANTEES**

(a) Regularly assigned passenger trainmen who are ready for service the entire month and who do not lay off of their own accord shall receive the monthly guarantee provided for in 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 basis of the order shall be applied but the earnings produced thereby shall be not less than the former compensations calculated on the basis formerly in effect." See decision Q.7 in Inter. No. 1 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 trainman 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 trainman 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 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, overtime and other rules, do not produce the following average amounts per day, they will be paid for each day service is performed:

	<u>Per Day</u>
Assistant conductor or ticket collectors .....	
Baggagemen.....	
Baggagemen handling dynamo, or express, or U.S. Mail.....	See Table
Baggagemen handling dynamo and express .....	of Rates
Baggagemen handling dynamo and U.S. Mail.....	Page 1
Baggagemen handling express and U.S. Mail.....	
Baggageman handling dynamo, express and U.S. Mail.....	
Brakemen and flagmen.....	

*NOTE: Payments from all sources may be applied against the daily earning minima in all cases, except 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 5 day assignment; paid daily minimum, plus 8 minutes overtime daily, or a total of 4 hours, at 89.25c equals \$3.57, total of \$217.77. As average daily earnings for the days on which service is performed is less than \$7.44 will receive 30 x \$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. Payment 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 \$150.40; average daily earning guarantee, 30 x \$5.31 equals \$159.30. Regular man lays off 10 days during month and receives 20 x \$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 \$225.12. 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 minimum days; second day, (b) makes 200 miles; third day, (c) makes 125 miles, no overtime; fourth day, (d) makes 125 miles and 4 hours overtime:

(a) will be paid 2 days at \$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 - 30 x \$7.44) when assigned to trains carded or scheduled to run 28.7 days (Note - \$214.20 divided by \$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
Baggageman.....	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, pages 130-131.

### **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 turnaround 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 of 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) Turnaround 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 turnaround runs may be combined or pooled, with long straightaway or turnaround runs providing crews are not reduced in number or constructive mileage absorbed.*

*Question 47: May layoffs 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 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, trainmen 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 to do other work usually performed by car men where car 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, pages 99-124, 132-134.

#### **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 "baggage 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."

"(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 trainmen's committee to handle the extra work for trainmen, to be subject to provisions of Rule 12.

NOTE: See Appendix, pages 134-135

### **Rule 17 SUBURBAN SERVICE**

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

NOTE: See Appendix, pages 99-124.

### **Rule 18 FREIGHT SERVICE THROUGH FREIGHT THROUGH FREIGHT RATES AND OVERTIME**

Trainmen 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.

\*See Table of Rates, Page 1.

**Rule 19**  
**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) Trainmen in pool or irregular freight service may be called to make short trips or turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of 100 miles for a day; provided (1) that the mileage of all the trips does not exceed 100 miles; and (2) that trainmen 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 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 turnaround 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 turnaround 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 turnaround trips.

Question 107: Does this section apply to crews in pusher and 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 of Service Law will permit.)

NOTE: See Appendix, pages 136-140.

### **Rule 21**

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

NOTE: See Appendix, pages 134-135.

### **Rule 22**

#### **THROUGH FREIGHTS DOING WAYFREIGHT 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 141.

### **Rule 23**

#### **WAY FREIGHT LOCAL FREIGHT RATES AND OVERTIME**

Maintaining existing higher differential mileage rates, trainmen in local freight service will be paid ( )\*

\*See Table of Rates, Page 1.

cents per mile, 100 miles or less, 8 hours or less, to constitute a day; overtime at 3/16 of the daily rate.

Galesburg-Barstow.....	
Sterling-Barstow.....	See
Rock Island-Clinton.....	Table
Burlington-Ottumwa .....	of Rates
Creston-Albia .....	Page 1
Ravenna-Seneca .....	

One hundred 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 trainmen 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**

Trainmen 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 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 Managers and General Committee.

**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)

\*See Table of Rates, Page 1.

**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. frt.
<b>Galesburg Division</b>		
Louisiana, Quincy and return .....	90.8	Way freight
Canton Switch Run .....	Hourly	Way freight
Lewiston Coal Run .....	Hourly	Way freight
<b>La Crosse Division</b>		
Winona-East Winona .....	Hourly	Way freight
(Night brakeman on Winona run paid one hour extra each night at above rate for coaling engine.)		
Dubuque-East Dubuque .....	Hourly	Way freight
Galena-Galena Jct. ....	Hourly	Way freight
Transfer Service - Daytons Bluff and Minneapolis .....	Hourly	Way freight
<b>Beardstown Division</b>		
Centralia-Sesser and Centralia-Christopher .....		Way freight
<b>Ottumwa Division</b>		
Tracey-Oskaloosa .....	75	Thro. frt.
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
<b>Creston Division</b>		
Red Oak - Nebraska City .....	207.2	Way freight
Red Oak - Griswold .....	75.6	Way freight
Sidney, Carson and return .....	148.8	Way freight
<b>Centerville Division</b>		
Brookfield-Carrolton and return .....	87.8	Way freight
<b>Hannibal Division</b>		
Hannibal, Louisiana and return .....	51.2	Way freight
Old Monroe, Francis and return .....	126.0	Way freight
Hannibal-Ilasco .....	Hourly	Thro. Frt.
Keokuk, Mt. Pleasant and return .....	98.4	Way freight
St. Louis-Ft. Bellefontaine .....	Hourly	Way freight
<b>St. Joseph Division</b>		
Napier-Villisca .....	72.2	Way freight
Leavenworth Stub .....	Hourly	Way freight
Atchison Stub .....	Hourly	Way freight
<b>Omaha Division</b>		
Lincoln, Omaha and Pacific Jct. (14 and 15) .....	161.4	Thro. frt.
Ferry-Sioux City .....	Hourly	Way freight

**Rule 27 – (Continued)**  
**CLASSIFICATION OF RUNS PREVIOUSLY TABULATED – (Continued)**

Wymore Division	Miles	Bases
Nebraska City-Payne (Yard helpers' rate).....		
Table Rock-Lincoln 119-120.....	127.0	Way freight
Superior-Edgar.....	111.4	Way freight
Fairmont-Chester.....	95.4	Way freight
Fairmont-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.....		
(Yard helpers' rate.)		
Alliance Division		
Antioch-Hoffland-Lakeside.....	Hourly	Way freight
Sheridan Division		
Sheridan Mines (Yard helpers' rate).....		
Sterling Division		
Beet runs.....	Hourly	Way freight
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		
FROM	TO	Miles Run
Edgemont .....	Hill City.....	120.8
Round trip, allow 140 miles. Overtime at 3/16 of daily rate on basis of 12½ miles per hour on actual miles run.		
Edgemont.....	Englewood.....	98.5
Allow 115 miles. Time allowed for switching at Englewood after one hour. Road overtime to be paid for at 3/16 of daily rate after 8 hours.		
Edgemont .....	Deadwood.....	106.8
Allow 125 miles. Overtime basis, 12½ miles per hour on actual miles run at 3/16 of daily rate.		
Deadwood.....	Hill City.....	92.8
Round trip, allow 125 miles. Trainmen do necessary switching without extra pay. Overtime after 8 hours, at 3/16 of daily rate.		
Hill City.....	Keystone (side trip).....	19.1
Round trip, allow 25 miles.		

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

**WYOMING DISTRICT, ALLIANCE DIVISION**  
**AND BLACK HILLS DISTRICT**  
**Rates of Pay for Mixed and Way Freight Runs**

RUNS		
FROM	TO	Miles Run
Edgemont .....	Englewood.....	98.5
Allow 115 miles. Overtime at 3/16 of daily rate on basis of 12½ miles per hour, figured on actual mileage. Time allowed for switching at Englewood after one hour.		
Edgemont .....	Deadwood.....	106.8
Allow 125 miles. Overtime at 3/16 of daily rate on basis of 12½ miles per hour figured on actual mileage.		

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, trainmen's time will commence at the time they are required to report for duty and shall continue until the time they 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 142-146.

**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.

(b) Where the special payments under the rules, regulations, or practices which are retained under section (a) have been allowed independently or separately from the trip, they will continue to be so allowed, but at the former rates.

(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.

(d2) 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 rate" 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 trainmen 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 trainmen from making more than 3,000 miles per month.

**Rule 32**  
**HELD AT AWAY FROM HOME TERMINAL**

Trainmen in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of 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 trainman be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service or deadheading.

Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

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.)

NOTE: See Appendix, page 147.

### **Rule 33 INITIAL TERMINAL DELAY**

(a) Initial terminal delay shall be paid on a minute basis to Trainmen in freight service for all time in excess of seventy-five (75) minutes computed from the time of reporting for duty up to the time the train leaves the terminal at one-eighth (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)-(c) became effective August 1, 1951.)

### **FINAL TERMINAL DELAY**

(d) Through freight trainmen and way freight trainmen 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.)

### **Rule 34 SWITCHING AT TERMINALS**

Freight trainmen 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 99-124.

**Rule 35**  
**STOCK YARDS TRIPS, CHICAGO AND EAST ST. LOUIS**

(a) Trainmen 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) Trainmen 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 trainmen can get their rest instead of permitting other crews to use the way car for subsequent service to the Stock Yards.

NOTE: Trainmen 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 trainmen running between Hannibal and East St. Louis and Beardstown and East St. Louis.

(d) Full time will be paid for making National Stock Yard 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.

NOTE: See Appendix, pages 99-124.

**Rule 36**  
**ADDITIONAL TRIP**

(a) If a freight trainman 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 separate 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 152-153.

**Rule 37**  
**DEFINITION OF TERMINAL**

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

**COMPANY TIE-UP**

When the company ties up trainmen 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 121/2 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 and 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 trainman 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 24-hour period instead of at time reporting for duty, shall be paid at time and one-half.

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

### **Rule 38 ADVISED OF DESTINATION**

Trainmen 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.

### **Rule 39 NOT RUN OFF ASSIGNED HOME DIVISION**

Trainmen will not be run off their assigned home division or sub-division, 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 trainman has made one round trip on adjoining division or sub-division and returned to his own division or sub-division, other train men in his pool may be run around said trainman to prevent him making a second trip off his own division or sub-division.

### **Rule 40 CIRCUS TRAINS**

Trainmen 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, over

time 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. Trainmen 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. Trainmen handling circus trains that do not exhibit between terminals, will be paid at through freight rates.

**Rule 41**  
**DOUBLING AND PUSHING**

When a trainman 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, page 143, and Rule 90.

**Rule 42**  
**CONSTRUCTION WORK EN ROUTE**

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) Trainmen 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 company from using these trainmen in train service out of their turn the day or days they would have worked had they arrived at their terminal in time to go out on their regular train, but in no case will the pay be less than what they would have made on their regular assignment.

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

## NOTIFIED IF REQUIRED SUNDAYS

(c) Trainmen 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 trainmen assigned to regular runs are notified they will be required for service Sunday they will not run around any pool trainmen available at the time used.

## **SIDE TRIPS**

(e) When assigned trainmen 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 trainman will be allowed the actual miles made to be added to actual mileage of trip.

## **Rule 45 CLOSING CAR DOORS AT TERMINALS**

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

## **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 track at points where trainmen sleep in their cabooses.

**Rule 47**  
**EQUIPPING CABOOSES**

On arrival at terminals, brasses, bullchains, knuckles, packing and oil needed to equip cabooses to make another trip will be placed in the cabooses by car men or employes other than trainmen. This will not release the trainmen 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 they will be paid 2½ hours at their pro rata rates.

At points where the Company 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, page 111, Article 11(a) of A-547 Agreement.

**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.

**Rule 51  
(Blank)**

**Rule 52  
WORK, WRECK AND SNOW PLOW SERVICE  
DEFINITION OF REGULAR WORK TRAIN**

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

NOTE: See Appendix, pages 145-146.

**Rule 53  
WORK TRAIN RATE**

Trainmen 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.

**Rule 54  
ACTING AS FOREMAN OR OPERATOR**

(a) Where a trainman 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.

**OPERATING CONSTRUCTION EQUIPMENT**

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

\* See Table of Rates, Page 1.



## **DEFINITION OF FOREMAN**

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

### **Rule 55 (Blank)**

## **Rule 56 MINIMUM DAY FOR EVERY DAY ASSIGNED**

(a) A regular work train trainman 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.

NOTE: See Appendix, pages 146-147.

## **HOLIDAYS**

(b) Trainmen 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 trainmen 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 trainmen who are relieved, 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. Trainmen will communicate with home terminal for advice as to available train service.

The 8 hours to be computed from the time they arrive at home terminal until time of departure.

**Rule 57**  
**WRECKING, TEMPORARY WORK OR WATER TRAIN**

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

NOTE: See Appendix, pages 146-147.

**Rule 58**  
**SNOW PLOWS**

A trainman engaged in snow plow service 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 trainman 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 CREW**

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

**Rule 59**  
**DOUBLE-HEADING AND HELPER SERVICE**

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 effected with another train and consolidated train brought into terminal as a double header, if practicable.

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

Aurora to Scraper 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 Latta.  
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.  
Lafayette to Semper.  
Wray to Akron.  
Oxford to Holdrege.

Crawford and Belmont.  
Marsland and Girard.  
All over Black Hills Lines.  
Wyola and Sheridan.  
Sheridan and Claremont 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 doubleheaders 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

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, trainmen will be notified in writing by the superintendent and 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 trainmen 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 138, 148-149.

**Rule 62**  
**APPRENTICE BRAKEMEN**

Brakemen, during the first ninety days of their employment as such, or until they have made at least 6,000 miles, will be paid 10 per cent less than the established rates, except that brakemen having had six or more months' experience will be paid full rates from time of employment.

**Rule 63**  
**CALLING**

(a) Trainmen 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 trainmen on reasonable limits.

The above does not apply to trainmen 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 trainmen have telephones, they will be called by phone regardless of distance.

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

(c) Trainmen 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 trainmen.

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

(e) Where trainmen 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 company or any of its employes a trainman 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 trainman may be used in passenger service, but a passenger trainman will not be used in freight service. This rule will not apply to pool trainmen 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 trainman under the provisions of this schedule relating to seniority.

#### **Rule 64 CALLED AND NOT USED**

(a) When a trainman 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 trainman has been called, performs service 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 trainman leaves his home or way car between the hours 8 a.m. and 10 p.m., no compensation will be allowed.

## REPORTING FOR DUTY

(d) In assigned road service where employees 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 employee 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 employee 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 employees are called, existing rules or practices are not changed or affected by this rule.

(Paragraphs (d) and (e) became effective August 1, 1951.)

## **Rule 65** **DELAYED BETWEEN TERMINALS**

When trainmen are delayed between terminals on account of wrecks, washouts, snow blockades, or other track obstructions, 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**  
**COALING ENGINES**

When trainmen are required to shovel coal on to engines or coal them by means of hand hoist, they will be paid per hour for such work,  $\frac{1}{2}$  of their daily rates. This in addition to all other time earned on trip. Trainmen not actually doing such work, will not be paid hereunder.

Trainmen will not be required to shovel down coal on tender of engine.

**Rule 67**  
**DEADHEADING**

(a) Trainmen 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) Trainmen 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 trainman deadheaded to outside station to relieve a trainman 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 trainmen in freight service, the last trainman will run the train. The first trainman 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 139-140, 143, 146.

**Rule 68  
PILOTS**

When pilots are required and a trainman is used for piloting trains, he 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.

**Rule 69  
ATTENDING COURT OR INQUESTS**

Trainmen attending court or inquest under instructions from the company, will be paid full time for time lost; and living expenses if away from home; if no time 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 trainman 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 the 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 employee the same amount as was earned by the employee performing the service. (See Section (e).)*

**Rule 70  
ATTENDING RAILROAD INVESTIGATIONS**

Trainmen attending company investigations will be paid full rates for time lost when not found at fault. It is

\* See Table of Rates, Page 1.

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

**Rule 72**  
**RANK AND RIGHTS**

(a) Trainmen will take rank from date of their employment 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.

Note: See Appendix, pages 165-166

(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 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.

The position of train baggageman shall be filled by the oldest trainman promoted to baggageman doing the extra baggage work for the division to which he is assigned; it being understood that each division will have one or more men who shall be classed as promoted to the position of baggageman; that this shall show on his personal record and also on the seniority list; that it will be necessary for him when available to do the extra baggage work in order to be entitled to fill permanent vacancies.

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 brakeman, without losing their rights as conductors thereby.

(d) All vacancies of train baggagemen except such train baggagemen as are employed by the Express Company, will be filled by trainmen according to seniority, it being understood that the position of baggageman is a promotion.

It is agreed that no train baggageman will be displaced by an Express Company messenger.

### **POSTING SENIORITY LISTS**

(e) 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 157-161.

**Rule 73**  
**LEAVING ONE DIVISION FOR ANOTHER**

When a trainman 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 company, 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 a transfer of trainmen 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 trainmen 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 trainmen shall have first rights there. If permanently transferred, they shall rank as new men from date of temporary transfer.

NOTE: See Appendix, page 167-168.

**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.

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 of trainmen 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 trainman leaving the service of the company 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.

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

**Rule 75**  
**FULL PAY TO ASSIGNED TRAINMEN READY FOR WORK**

(a) Assigned trainmen 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.

Trainmen 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 trainmen 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 trainman 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) When a 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 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 142-145.

**Rule 76**  
**LEAVE OF ABSENCE**

Trainmen 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 162-163.

**Rule 77**  
**ASSIGNMENT TO INTERDIVISION RUNS**

(1) When trainmen 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 Company for a month's work to be considered. Mileage of passenger and freight service to be figured separately.

Interpretation: In cases where trainmen run on or over two or more seniority divisions, the assignment of trainmen will be made by the superintendents of the several divisions with the approval of the general superintendents, it being understood that such trainmen 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 trainmen 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 SERVICE, ETC.**

(2) (a) Where an individual carrier not now having the right to establish interdivisional, interseniority district, intradivisional, or intraseniority district service, in freight or passenger service, considers it advisable to establish the same on any particular territory of the property, appropriate committee or committees of the Brotherhood of Railroad Trainmen representing the employees involved and proper representatives of the carrier will conduct negotiations relating thereto. In such negotiations, the carrier and the employees should definitely recognize each other's fundamental rights and, where necessary, reasonable and fair arrangements should be made in the interest of both parties.

(b) In the event the carrier and such committee or committees cannot agree on such matters, any party involved may invoke the services of the National Mediation Board.

(c) If mediation fails and the parties do not agree to arbitrate the dispute under the Railway Labor Act, then at the request of either party, the proposal will be considered by a National Committee consisting of the chiefs of the employee organizations involved and an equal number of Carrier representatives who shall be members of the 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.

(Section 2 became effective August 1, 1951.)

### **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 trainman in point of service on same seniority list will be first for promotion. Freight conductors will be promoted 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.

NOTE: See Appendix, pages 157-161.

### **PROMOTION OFFICIAL POSITION**

(b) In case a trainman is promoted to an official or semi-official position with this company (agents excepted), or is employed as salaried chairman, he will be considered in the service of the company 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 trainman 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 company 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 passes satisfactory examination for conductor his name will be placed on the conductor's 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 trainman assigned by the company 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 company to remain in



yard service longer than six months. This rule not to apply to small yards where trainmen do yard work and hold road rights.

**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 trainman makes application for a bulletined run, he shall immediately be assigned to such run and bulletin withdrawn. It is understood that trainmen accepting these bulletined runs may hold them for a period of one year regardless of seniority fights of older trainmen in the service, except that when an older trainman 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. Trainmen may voluntarily relinquish their rights to assignment. However, after a trainman has held an assigned run one year, any trainman holding older seniority can displace the assigned trainman. When there are no applications for a bulletined run, the youngest trainman on the division shall be assigned to such run. Temporary vacancies in passenger service, caused by sickness, leave of absence, etc., may be filled by the senior trainman making application therefor when such vacancies are for thirty days or more. A change of 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.

Interpretation: A trainman who has lost his assignment under the provisions of Rule 79, or who voluntarily relinquishes his assignment under the provisions thereof, may displace any trainman his junior in pool freight service with the understanding that this does not prejudice the right of such trainmen who have lost their assignment through reduction of force, or through no fault of their own, to displace any trainman their junior in other than pool freight service.

A pool freight trainman will not be permitted to exercise his seniority from one pool car to another pool car, unless displaced from his turn, except as vacancies occur or in the event of some unusual condition, and that will only be permitted subsequent to an understanding between

the local committee and local officers. It is also understood that a pool freight trainman will not be considered displaced under the provisions of Trainmen's Rule 79 until he can no longer hold a turn in pool freight service.

Temporary vacancies in passenger service, caused by sickness, leave of absence or other cause, which it is known will be of thirty days or more duration, will be advertised for a period of ten (10) days in accordance with the provisions of Rule 79.

NOTE: See Appendix, pages 170-171.

**Rule 80**  
**REDUCTION OF FORCE (NEW RULE, MARCH 1, 1939.)**

Trainmen laid off account reduction in force desiring to retain their established seniority rights will file their name and address in writing at the time laid off, and any change of address, with the superintendent or designated employing officer, and the local chairman (receipt of which will be acknowledged).

Failure to file address in writing at the time laid off, or to furnish changes of address, or failure to report for duty when recalled for service, within fifteen (15) days from date notified (by mail, or telegram sent to the address last given) or failure to give satisfactory reason for not doing so, or failure to pass the required examinations, will constitute forfeiture of all seniority rights. If a trainman laid off in reduction of force complies with the above provisions and the Operating Rules relating to personal conduct his seniority will be cumulative during the period of his absence. (Does not establish seniority for anyone who did not hold seniority under the provisions of Rule 80 terminated February 28, 1939).

**Rule 81**  
**PAY TRAINS, OFFICERS' SPECIALS OR INSPECTION TRAINS**

Pay trains, officers' specials or inspection trains shall be manned by at least one conductor and one flagman in train service. Trainmen 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 ex-

penses to be borne by the company when away from home. (This paragraph also applies to demonstration and exhibition trains.)

NOTE: See Appendix, page 172.

**Rule 82**  
**TRAIN ORDERS OVER TELEPHONE**

Trainmen 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.

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

NOTE: See Appendix, pages 97-98.

**Rule 83**  
**FINES**

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

When trainmen are fined for blocking crossings and investigation shows it was through no fault of their own, the company 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 employes, 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 can not 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 turnaround, from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

(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 deadheaded into terminal, with or without engine or caboos, will be paid therefor as per paragraph (e), the same as if they had run the train to such terminal.

## **Rule 85 DISCIPLINE**

In case of entry on record or discharge of any trainman, 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 trainman and his committeemen shall have the right to produce witnesses to testify in his defense, and to question all persons 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 trainman paid for all time lost; or if the dismissal shall be found to have been without just cause, the trainman 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 165.

### **Rule 86 DIFFERENCES AS TO AGREEMENT**

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

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

### **Rule 87 REPRESENTATION**

The right to make and interpret contracts, rules, rates and working agreements for ticket collectors (where positions are held by men who have not qualified as a conductor), train baggagemen employed by the railroad company, brakemen and train flagmen shall be vested in the regularly constituted committee of the Brotherhood of Railroad Trainmen. This, however, does not abridge the right of any trainman to take up a personal grievance with the officials of the railroad company, either by a

personal representative or through the committee of the organization with which he is affiliated. Adjustments by the management in such cases will be made in accordance with the schedule governing his class of service.

**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 TO EACH TRAINMAN**

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

**Rule 90**  
**COMBINATION OF ROAD SERVICE**

Road trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.

*Question 1:* Does the rule apply to conductors and trainmen in unassigned and/or assigned road service?

*Answer:* Yes, except where existing rules adopted prior to August 1, 1939, specifically provide that conductors and trainmen will not be required to perform work other than that to which regularly assigned.

*Question 2:* Does the rule apply to conductors and trainmen at an intermediate point or between two intermediate points where conductors and trainmen are required to perform road service not incident to the normal trip?

*Answer:* Yes, except where existing rules adopted prior to August 1, 1939, specifically provide separate compensation for such work.

*Question 3:* Does the rule set aside lap-back or side trip rules?

*Answer:* No, except that when a combination of service includes work, wreck, helper or pusher service, such rules will not be applicable to any movements made in the performance of such service.

*Question 4:* Does the rule set aside existing conversion rules?

*Answer:* No.

*Question 5:* Does the rule set aside existing terminal switching rules?

*Answer:* No

New proposed Question No. 6.

*Question 6:* Does the rule apply to conductors and trainmen in passenger service?

*Answer:* Yes, except where under existing rules seniority acquired by employees in passenger service is separate and distinct from the seniority acquired by employees in freight service.

Helper or pusher service, not a part of their regular assignment, or wreck or work train service should not be required of passenger conductors and trainmen except in emergencies.

*Question 7:* Does the rule apply to conductors and trainmen who are required at an intermediate point or points to perform work trains service?

*Answer:* Yes, except where existing rules adopted prior to August 1, 1939, specifically provide for separate compensation for conductors and trainmen performing work train service.

*Question 8:* Does the rule apply where road conductors and trainmen are instructed at the outset of a trip before leaving the initial terminal to perform another class of road service outside of the terminal?

*Answer:* Yes, except where existing rules adopted prior to August 1, 1939, specifically provide otherwise. (This rule became effective October 1, 1951 - Cheney Award.)

**No. 2 - RULING GOVERNING SERVICE AFTER  
COMPLETION OF ASSIGNMENT OR DAY.**

(See Rule 36.)

Assigned trainmen 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.

**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 operating partially or entirely within yard limits.

NOTE: See Appendix, page 97, Article 2 of A-547 Agreement.



ACCEPTED:

FOR THE RAILROAD COMPANY:

J. E. WOLFE, Asst. Vice President

J. F. MULLEN, Senior Staff Officer

FOR THE TRAINMEN:

V. R. ROBERTS, General Chairman

A. R. GARRISON, Vice Chairman

M. S. CONNETT, Secretary

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 LIMITS

(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, 1951.)

## **CHICAGO DIVISION**

### **General switching limits:**

West: West switch at LaVergne.

### **Pulling and pushing limits:**

West: 4000 feet west of west switch at La Vergne.

## **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 Hitt (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: (Ottumwa 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 1½ 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. height house.

West: West switch at west end West Quincy yard 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 of C.&N.W. interchange track just south of Milwaukee crossing.

**Passenger Line:**

Automatic signal at M.P. 303.3.

**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: Pumphouse 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:**

Cainsville 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.

**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.

1.60.

**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: Moar 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 11<sup>th</sup> 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. S. 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.



# **APPENDIX**

## **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 Conductor's 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, wash-outs, 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, Asst. to Executive Vice President  
A. E. DAVIS, Staff Officer to Executive Vice President

APPROVED:

F. G. GURLEY, Asst. 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. of 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

**CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY**

**MEDIATION AGREEMENT  
A-547**

**EFFECTIVE MARCH 11, 1939**

## **MEDIATION AGREEMENT**

It is mutually agreed that the dispute, National Mediation Board Case A-547 jointly submitted to mediation by representatives of the Chicago, Burlington and Quincy Railroad Company, and The Brotherhood of Railroad Trainmen, representing road trainmen and yardmen of the carrier, is hereby disposed of as follows:

### **Article 1**

Except as hereinafter provided in this agreement, the following shall be considered yard work at points enumerated in Groups 1, 2, 3 and 4 yards, shall be handled by yardmen, and shall be compensated for at not less than yard rates:

(a) The switching of all freight and passenger equipment operating exclusively within the general switching limits;

(b) The transfer of all freight and passenger equipment operating exclusively within the general switching limits;

(c) The handling of all construction, maintenance of way, work and milk trains operating exclusively within the general switching limits;

(d) All pilot service required for yardmen operating exclusively within the general switching limits.

### **GROUP 1 YARDS**

(e) Not less than three yard assignments (one on each shift) will be worked in continuous service in the following yards, seven (7) days per week, except as otherwise shown:

Chicago	
Aurora-Eola-Montgomery	
Galesburg	
Peoria	(see note below)
Quincy	
Savanna	
LaCrosse-North LaCrosse	
Daytons Bluff-St. Paul	
Beardstown	(see note below)
Ottumwa	(see note below)
Burlington-West Burlington	
Creston	
Council Bluffs	
St. Joseph	
North St. Louis	(see note below)
East St. Louis	(see note below)
Kansas City-Murray	

Omaha-Gibson  
Lincoln  
Denver  
Alliance

(NOTE: One of the three yard assignments may be reduced to work six days per week.)

(1) Not less than three yard assignments not necessarily in continuous service will be worked seven (7) days per week, except as otherwise shown at - Hannibal (two seven days, one six days per week)

(2) Not less than three yard and/or transfer assignments not necessarily in continuous service, will be worked seven (7) days per week, except as otherwise shown at-

Davenport-Rock Island	(yard and/or transfer
Moline-Barstow	service; 1 seven days
	per week, 2 six days
	per week)

### **GROUP 2 YARDS**

(f) Not less than two yard assignments (one each on two shifts) will be worked in continuous or non-continuous service in the following yards, seven (7) days per week, except as otherwise shown:

Mendota	
Centralia	
Des Moines	(see note below)
Pacific Junction	
Keokuk	(see note below)
Brookfield, Mo.	
South Omaha	
Hastings, Nebr.	
McCook	
Sheridan	
Casper	

(NOTE: One of the two yard assignments may be reduced to work six days per week.)

### **GROUP 3 YARDS**

(g) Not less than one yard assignment will be worked six (6) days per week in the following yards, except as otherwise shown:

Kewanee  
Rockford  
Rock Falls-Sterling

Ottawa  
 LaSalle-Peru  
 Streator  
 Clinton  
 Herrin Junction  
 West Frankfort  
 Christopher-Ziegler  
 Monmouth  
 Chariton  
 Red Oak  
 Fort Madison  
 Aurora, Nebr.  
 Ravenna  
 Wymore  
 Beatrice  
 Greybull  
 Edgemont (see note below)  
 Sterling, Colo. (see note below)

(NOTE: The one yard assignment will be worked seven (7) days per week.)

**GROUP 4 YARDS**

(h) Not less than one yard assignment will be worked in the following yards during the periods set forth below and at such other times as there is sufficient yard work to justify the assignment of a yard crew:

Centerville: (6 days per week, 6 months each year within the period September 1st to March 31st, inclusive)

Havelock: (On days when car shops operate)

Guernsey: (6 days per week, 4 months each year within the period August 1st to December 31st, inclusive)

Bridgeport: (6 days per week, 3 months each year within the period September 1st to December 31st, inclusive)

Gillette	A yard assignment will be worked in any one of these yards when there is sufficient work to justify it.
Akron	
Superior	
Seneca	

(i) **Holidays:** In Group 3 and 4 yards, except at Wymore, Streator, Edgemont and Sterling, (Colorado), a 6-day week engine assignment will not require that yard crews be worked in the following holidays when road men are not required to perform the work of yard crews on such holidays during hours usually assigned to other days.

Fourth of July, Thanksgiving, Christmas, and New Year's Day, (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or by proclamation shall be considered the holiday.)

(j) In Group 1, 2, 3 and 4 yards, the number of yard assignments worked may be increased or decreased by the management without restrictions but a reduction below the minimum number of assignments specified for each yard in each of these groups will not be made except by agreement. Such agreement will be based on a joint check to be made promptly on the management's request by the Superintendent and the General Chairman, or their duly authorized representatives. In making such check consideration will be given to the amount and character of yard service to be performed on the shift or shifts involved, as well as such work performed during the period no yard crew is assigned.

(k) **Tabulated Runs:** It is understood that this agreement makes no change in the tabulated runs on which yard or other established rates are now paid to road men under Rules 24, 27 and 28 of the road men's agreement, and other assignments covered by agreements, as follows:

Macomb-Bushnell  
Herrin-Metropolis  
Brush-Fort Morgan-Bijou  
Scottsbluff  
Deadwood-Lead

## Article 2

(a) Road men shall have the right to man construction, maintenance of way and work trains which are operated partly within general switching limits and partly on road territory adjacent thereto, except when more than one crew is needed for this service that works both inside and outside of the general switching limits, the service will be segregated when practical operation permits, and the work proportioned or divided between the road and yard crews.

## Article 3

(a) Road men shall have the right to man all revenue passenger trains operated partially or entirely within the general switching limits.

(b) **Suburban and Nifa race track passenger service:** At Chicago road passenger trainmen on suburban and Nifa race track trains may be required to handle their own trains and engines to and from station and



yards and engines to and from engine tracks. At Aurora, Illinois, road passenger trainmen on suburban trains turning at that point, may take their own engines to and from passenger station and turntable near station.

Road men on Nifa race track trains running through Aurora to Nifa may on arrival cut off engine, return to Aurora for water, turn same and return to Nifa, then return from Nifa to Chicago. This section of this Article will not be construed to discontinue the use of yardmen in handling equipment and engines of suburban trains at Chicago, except as such "handling" is included in work as described in this section.

(c) **Other Than Suburban Passenger Service:** At points where yardmen are employed and are at the time on duty, road passenger men, except passenger trainmen in suburban and Nifa race track service as referred to in section (b) of this Article, will not be required to handle trains or engines-motor cars to or from yards and depot nor to pick up or set out cars. This work will also be performed by a yardman at Hannibal and Des Moines during periods yard crews are not on duty.

In Groups 1, 2, 3 and 4 yards when yard crew is not on duty or service is not performed by yardmen passenger trainmen may be required to perform switching of and/or handle their own trains or motor cars to or from yards and depot, and they will be compensated for such service on the minute basis with a minimum of thirty minutes at the pro rata yard rate independent of the road trip. A straight pick-up or set-out does not constitute switching.

NOTE: Payments to be made independent of other time and not absorbable.

Turning train and engine on either inbound or outbound trip by heading around leg of wye and backing into or out of station, whether yard crew is or is not on duty, will not constitute switching.

Handling or changing of their own road engine by passenger trainmen when yard crew is not on duty will be paid for on the basis of Rule 14 of the road trainmen's agreement.

#### **Article 4**

#### **SWITCHING AT TERMINALS IN GROUP 1 YARDS**

In Group 1 yards road men may perform the following switch moves without payment accruing to yardmen:

(a) **Initial terminal, outbound:**

1. Outbound trains will be made up on a track which will hold the train, if there is a track of sufficient length available. When there is no track available which will hold the train, road men may double over with that part of their train which the track will not hold.

2. When yard crew is not immediately available, road men may be required to set out bad order and/or no-bill cars found in their train after it has been made up.

3. Road men of mixed or way freight train carrying passengers and operating with Omaha-Gibson, or St Joseph, their initial terminal, may be required on out-bound trip to move from passenger yard and/or station to designated yard track with passenger equipment, stop there and make one pick-up of freight cars together moving forward in their trains.

On mixed trains (QO&KC) operating with Quincy as their initial terminal, when train cannot be made up at passenger yard road men may move with freight equipment from train yard to passenger station and pick up passenger equipment at that point.

(b) **Final terminal inbound:**

1. Inbound trains will be received on one track which will hold the train, if there is a track of sufficient length available. When there is no track available which will hold the train, road men on inbound trains may double over the portion of their train which such track will not hold, and in making double-over, cut may be made behind the first "Group" of cars which will afford proper clearance.

2. Road men on inbound trains may be required to make one set-out between the general switching limits and the entrance to yard receiving track, as follows:

Council Bluffs: One set-out of cars together containing stock and/or perishables at the Union Pacific Transfer Depot.

Lincoln: One set-out of cars together by crews from Omaha, Creston and Pacific Junction, at 8th Street. One set-out of cars of stock together by crews from Hastings and Ravenna at stock yards.

NOTE: The practice of yard crews when immediately available of taking cars off trains at this point will be continued.

3. Mixed or way freight trains carrying passengers and operating with Omaha-Gibson, or St. Joseph, as

their final terminal, may be required to make one set-out-of freight cars together in their train on designated yard track, and then move with passenger equipment and/or waycar to the passenger yard and/or station.

On mixed trains (QO&RC) operating with Quincy as their final terminal, road men may be required to leave their passenger equipment at passenger station and then move with freight cars to the freight yard.

4. **Trips Union Stock Yards, Chicago:** Road men of inbound trains may be required to make trips to Union Stock Yards at Chicago with stock and packing house products from Hawthorne which have come in on trains that morning, and bring waycar and empty stock cars back to Hawthorne.

**Trips National Stock Yards, East St. Louis:** Road men of inbound trains may be required to make trips to the National Stock Yards at East St. Louis, Illinois, with stock, and bring waycar back to East St. Louis train yard.

(c) When switching is required of road men as provided for in section (a) paragraph 2 of this Article, the road men performing the service will be paid on the minute basis with a minimum of one hour at the rate per hour of three-sixteenths of the daily yard rate, independent of the road trip.

If switching is required of road men in Group 1 yards other than as provided for in this Article, except as heretofore provided for in Article 3, section (c) and except as hereinafter provided for in cases of emergency in Article 9, the road men required to perform such yard service will be paid a minimum of two and one-half (2½) hours at yard rate, independent of the road trip, and separately in each yard in which such service is required, and the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates.

## **Article 5**

### **SWITCHING AT TERMINALS IN GROUP 2 YARDS**

In Group 2 yards, road men may perform the following switch moves without payment accruing to yard men, except as provided in the third paragraph of section (c) of this Article:

(a) **Initial terminal, outbound:**

1. Doubling over as provided for in Article 4, section (a), paragraph 1.
2. Setting out bad order and/or no-bill cars as provided for in Article 4, section (a), paragraph 2.
3. When yard crew is not on duty, road men may be required to perform necessary switching in connection with making up their own train, which includes the assembling of all cars to be moved forward in their own train which were not ready to be moved when the yard crew went off duty.
4. Road men of mixed or way freight trains carrying passengers and operating with Hastings, Nebraska, as their initial terminal may be required on outbound trip to move from passenger yard and/or station to designated yard track with passenger equipment, stop there and make one pick-up of freight cars together to be moved forward in their trains.

At Keokuk, road men of mixed or way freight trains carrying passengers may be required to perform the same service as set forth in the preceding paragraph, when yard crew is not on duty.

**(b) Final terminal, inbound:**

1. Doubling over as provided for in Article 4, section (b), paragraph 1.
2. When yard crew is not on duty road men may be required to place cars from their own train containing live stock, perishable freight, merchandise, and an occasional rush car of other commodity for delivery to connecting line or lines, or for unloading.
3. Road men on inbound trains may be required to make one set-out between the general switching limits and the entrance to yard receiving track, as follows:

Des Moines: When yard crew is not on duty one set-out of cars together may be made by No. 81 at Iowa Transfer track for connecting lines and for industries on tracks of the Des Moines Union Railroad. When No. 81 is not run on Sunday this applies to the extra train handling No. 81's connection.

4. Road men of mixed or way freight trains carrying passengers, and operating with Hastings, Nebraska, as their final terminal may be required to make one set-out of cars together in their train on designated yard track, and then move with passenger equipment and/or waycar to the passenger yard and/or station.

At Keokuk, road men of mixed or way freight trains carrying passengers may be required to perform the same service as set forth in the preceding paragraph, when yard crew is not on duty.

(c) When switching is required of road men as provided for in section (a), paragraphs 2 and 3, and section (b), paragraph 2 of this Article, the road men performing the service will be paid on the minute basis with a minimum of one hour at the rate per hour of three-sixteenths of the daily yard rate, independent of the road trip, and separately in each yard in which any such service is required.

If switching is required of road men in Group 2 yards other than as provided for in this Article, except as heretofore provided for in Article 3, section (c) and except as hereinafter provided for in cases of emergency in Article 9, road men required to perform such yard service will be paid a minimum of two and one half (2½) hours at yard rate independent of the road trip and separately in each yard in which such service is required, and the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates.

If switching required of road men under Article 3, section (c), Article 5, section (a) paragraphs 2 and 3, and section (b), paragraph 2, and Article 8, section (f), in any one yard amounts to 4 hours or more within any spread of 10 hours or less when no yard crew is on duty, the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates.

## **Article 6**

### **SWITCHING AT TERMINALS IN GROUP 3 YARDS**

In Group 3 yards road men may perform the following switch moves without payment accruing to yardmen, except as provided for in the third paragraph of section (c) of this Article:

- (a) Initial terminal, outbound:
  - 1. Doubling over as provided for in Article 4, section (a), paragraph 1.
  - 2. Setting out bad order and/or no-bill cars as provided for in Article 4, section (a), paragraph 2.
  - 3. When yard crew is not on duty, road men on trains other than way freight may be required to perform neces-

sary switching in connection with making up their own trains, which includes 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.

Road men on way freight trains in addition to performing the service in the preceding paragraph may be required to give industries an occasional switch, or place occasional rush car to industries or interchanges of connecting lines which was not ready to be moved when yard crew went off duty.

4. Road men of mixed or way freight trains carrying passengers and operating with Sterling, Colorado, as their initial terminal may be required on out-bound trip to move from passenger yard and/or station to designated yard tracks with passenger equipment, stop there and make one pick-up of freight cars together to be moved forward in their trains.

At Aurora, Nebraska, Chariton and Red Oak, road men of mixed or way freight trains carrying passengers may be required to perform the same service as set forth in the preceding paragraph when yard crew is not on duty.

**(b) Final terminal, inbound:**

1. Doubling over as provided for in Article 4, section (b), paragraph 1.

2. When yard crew is not on duty road men on trains other than way freight may be required to place cars from their own train containing live stock, perishable freight, merchandise and an occasional rush car of other commodity for delivery to connecting line or lines, or for unloading.

Road men on way freight trains in addition to performing the service in the preceding paragraph maybe required to give industries an occasional switch, or place occasional rush car to industries or interchanges of connecting lines, which was not ready to be moved when yard crew went off duty.

3. Road men on inbound trains may be required to make one set-out between the general switching limits and the entrance to yard receiving track as follows:

Streator and Ottawa: One set-out of empties together in train at north yard.

4. Road men of mixed or way freight trains carrying passengers and operating with Sterling, Colorado, as their final terminal may be required to make one set-out of freight cars together in their train on designated yard

track, and then move with passenger equipment and/or waycar to the passenger yard and/or station.

At Aurora, Nebraska, Chariton and Red Oak, road men of mixed or way freight trains carrying passengers may be required to perform the same service as set forth in the preceding paragraph, when yard crew is not on duty.

(c) When switching is required of road men as provided for in section (a), paragraphs 2 and 3, and section (b), paragraph 2 of this Article, the road men performing the service will be paid on the minute basis with a minimum of one hour at the rate per hour of three-sixteenths of the daily yard rate, independent of the road trip, and separately in each yard in which any such service is required.

If switching is required of road men in Group 3 yards other than as provided for in this Article, except as heretofore provided for in Article 3, section (c), and except as hereinafter provided for in cases of emergency in Article 9, road men required to perform such yard service will be paid a minimum of two and one-half (2½) hours at yard rate independent of the road trip and separately in each yard in which such service is required, and the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates.

If switching required of road men under Article 3, section (c), section (a), paragraphs 2 and 3, and section (b), paragraph 2, Article 6 and Article 8, section (f), in any one yard amounts to 4 hours or more within any spread of 10 hours or less when no yard crew is on duty, the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rate.

## **Article 7**

### **SWITCHING AT TERMINALS IN GROUP 4 YARDS**

In Group 4 Yards road men may perform the following switch moves without payment accruing to yardmen, except as provided for in the third paragraph of section (c) of this Article.

(a) Initial terminal, outbound:

1. Doubling over as provided for in Article 4, section (a), paragraph 1.
2. Setting out bad order and/or no-bill cars as provided for in Article 4, section (a), paragraph 2.
3. When yard crew is operated, but is not on duty, road men may be required to perform the switch moves provided for in Article 6, section (a), paragraph 3.

When yard crew is not operated road men on trains other than way freight may be required to perform necessary switching in connection with making up their own train, which

includes the assembling of all cars to be moved forward in their own train, and in addition to the performance of such service, road men on way freight trains may be required to perform necessary station switching.

4. Road men on mixed or way freight trains carrying passengers and operating with Centerville as their initial terminal when yard crew is not on duty may be required on outbound trip to move from passenger yard and/or station to designated yard track with passenger equipment, stop there and make one pickup of freight cars together to be moved forward in their trains.

**(b) Final terminal, inbound:**

1. Doubling over as provided for in Article 4, section (b), paragraph 1.

2. When yard crew is operated, but is not on duty, road men may be required to perform the switch moves provided for in Article 6, section (b), paragraph 2.

When yard crew is not operated, road men on trains other than way freight may be required to place cars from their own train 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 in addition to the performance of such service, road men on way freight trains may be required to perform necessary station switching. It is understood the station switching will be held to a minimum.

3. Road men on mixed or way freight trains carrying passengers and operating with Centerville as their final terminal when yard crew is not on duty may be required to make set-out of freight cars together in their train on designated yard track, and then move with passenger equipment and/or waycar to the passenger yard and/or station.

(c) When switching is required of road men, as provided in section (a), paragraphs 2 and 3, and section (b), paragraph 2 of this Article, the road men performing the service will be paid on the minute basis with a minimum of one hour at the rate per hour of one-eighth of the daily



yard rate, independent of the road trip, and separately in each yard in which any such service is required.

If switching is required of road men in Group 4 yards when yard engine is operated, other than as provided for in this Article, except as heretofore provided for in Article 3, section (c) and except as hereinafter provided for in cases of emergency in Article 9, road men required to perform such yard service will be paid a minimum of two and one-half (2½) hours at yard rate, independent of the road trip and separately in each yard in which such service is required, and the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates.

If switching required of road men under Article 3, section (c), Article 7, section (a), paragraphs 2 and 3, and section (b), paragraph 2 and Article 8, sections (f) and (g) in any one yard amounts to 4 hours or more within any spread of 10 hours or less during period when yard crew is not on duty, the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates. The provisions of this paragraph will not apply at Superior, Gillette, Akron and Seneca unless permanent yard service is established and the men used establish seniority in such yards.

## Article 8

### SWITCHING IN INTERMEDIATE YARDS

(a) **Assembling pick-ups in group:** Yard crews will assemble cars to be picked up by road men at intermediate yards in groups to be set out at yard or stations between the points cars are picked up and final terminal of road men.

(b) **Maintaining groups when picking up:** Road men with trains grouped out of their terminals may be required while picking up cars enroute at intermediate yards or stations between terminals of their run to maintain groups to be set out at intermediate yards or stations between terminals or turnaround points of their runs. When switching is necessary to maintain groups in picking up at intermediate yards, the yard crew if immediately available, will assist the road men in performing the switching, or if pick up goes on rear of train the yard crew, when on duty, will place or cut in the pick-up.

(c) **Picking up and setting out:** Except at Omaha-Gibson, Kansas City, St. Joseph, North St. Louis, Han-

nibal, and Galesburg, road men at intermediate yards, not terminals of their own runs, in Groups 1, 2, 3 and 4 yards, when yard crews are either on or off duty, may be required when passing through such yards to make one set-out of cars together in their trains, and/or make one pick-up of cars together first out on one track and/or from such additional track or tracks necessary to hold balance of set-out or pick-up, when the designated set-out or pick-up track is not of sufficient length to hold the set-out or pick-up. Compliance with section (1) of this article will not be considered a violation of the provisions of this Agreement requiring one pick-up of cars together first out on one track. When other than train yard tracks are designated as pick-up or set-out track, the local officers and the committee will meet and agree on tracks to be used.

In the application of the preceding 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, Ziegler, Ziegler Junction, Christopher, Bridgeport, and Northport will be considered separate pick-up and set-out points.

Road men operating mixed trains with Peoria as a turning point may set out their freight equipment on inbound movement at train yard, and after moving to passenger station with passenger equipment on outbound movement may pick up freight equipment at train yard.

Road men with stock for delivery at Montgomery or Aurora may be required to set out at one of the two points in addition to their other set-out within the Aurora- Eola- Montgomery yard.

At Kewanee road men on eastbound trains may set out and pick up at the east yard and the uptown yard.

At Red Oak road men on way freight trains from Griswold may be required to pick up and set out in the lower and upper yards, when no yard crew is on duty.

At Monmouth road men on way freight trains eastbound arriving from Burlington when no yard crew is on duty may be required to pick up and set out at the south yard and at the M&StL connection.

At South Omaha road men arriving when no yard crew is on duty with stock and other cars in their train to set out may be required to set out in not to exceed two of the following three locations: upper yard, lower yard, and lower yard transfer.

At Red Oak, Monmouth and South Omaha the actual time consumed in making the second set-out and/or sec-

ond pick-up will be counted under the provisions of the third paragraph of section (c) of Articles 5 and 6.

Due to unusual conditions at Red Oak and Bridgeport-Northport, the practice of moving cars from one point to another point in these yards when making set-out and pick-up movements may be continued, and this exception will not apply in any other yard.

(d) **Setting out bad order and/or no-bill cars:** When yard crew is not immediately available road men may be required to set out bad order and/or no-bill cars found in their pick-up or own train.

(e) **Doubling over:** When there is no track of sufficient length available to hold their train at intermediate yards road men may double over with that part of their train which the track will not hold.

(f) **Switching, Group 2 and 3 Intermediate Yards:** Road men passing through or turning at Group 2 and 3 yards not terminals of their runs when no yard crew is on duty may be required to place cars from their own train 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 provided for in section (c) of this Article.

(g) **Switching, Group 4 Intermediate Yards:** When yard crew is operated but is not on duty, road men on other than way freight trains passing through or turning at Group 4 yards not terminals of their runs, may be required to perform the same service as set forth in section (1) of this Article.

When yard crew is operated but is not on duty, road men on way freight trains, in addition to performing the service provided for in the preceding paragraph, may be required to give industries an occasional switch, or place occasional rush car to industries or interchanges of connecting lines which was not ready to be moved when yard crew went off duty.

When yard crew is not operated, road men on other than way freight trains may be required to perform the same service as provided for in the first paragraph of this section.

When yard crew is not operated, road men on way freight trains in addition to performing the services

provided for in the preceding paragraphs of this section, may be required to perform necessary station switching.

(h) **Allowances:** When switching is required of road men as provided for in sections (f) and (g) of this Article, the road men performing the service will be paid on the minute basis with a minimum of one hour at the rate per hour of one-eighth of the daily yard rate, independent of the road trip, and separately in each yard in which any such service is required.

If intermediate switching is required of road men in Group 2 and 3 yards and in Group 4 yards when yard engine is operated, other than as provided for in this Article except as heretofore provided for in Article 3, section (c), and except as hereinafter provided for in cases of emergency in Article 9, and Article 10, section (b), paragraph 1, road men required to perform such yard service will be paid a minimum of two and one-half (2½) hours at yard rate, independent of the road trip and separately in each yard in which such service is required, and the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates.

If switching required of road men under section (c), Article 3, section (a), paragraphs 2 and 3 and section (b), paragraph 2 of Articles 5, 6, 7 and sections (f) and (g) of this Article amounts to 4 hours or more within any spread of 10 hours or less during period yard crew is not on duty, the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates. The provisions of this paragraph will not apply at Superior, Gillette, Akron and Seneca unless permanent yard service is established and the men used establish seniority in such yards.

## Article 9

### SWITCHING IN EMERGENCIES

(a) **Definition of emergency:** An emergency is defined for the purposes of this agreement as wreck, wash-out, derailment, accident, or any other unforeseen situation requiring immediate attention and service account life or property in jeopardy.

(b) **Performance of emergency switching:** At terminals, and in intermediate yards of road men in Groups 1, 2, 3 and 4 yards, road men may be required in

emergencies to perform switching necessary for immediate relief.

(c) **Payment for emergency switching, Groups 1, 2 and 3 yards:** At terminal yards in Groups 1, 2 and 3, road men will be paid for emergency switching on the minute basis with a minimum of one (1) hour at three-sixteenths of the daily yard rate independent of time of the road trip. This does not contemplate duplication of minimum payments when other switching is performed and paid.

(d) **Payment for emergency switching in Group 4 and intermediate yards:** When emergency switching is required of road men at terminals and intermediate yards in Group 4 and intermediate yards in Groups 1, 2 and 3 they will be paid for such service on the minute basis with a minimum of one (1) hour at the yard pro rata rate. This does not contemplate duplication of minimum payments when other switching is performed and paid.

(e) No payments will accrue to yardmen account road men being used in emergency switching in either terminal or intermediate yards.

## Article 10

### BASIS FOR DETERMINING PAYMENT UNDER THIS AGREEMENT

(a) **Switching time to be paid for:**

**1. Initial terminals:** All time consumed from the time road men couple onto waycar or other cars and commence work, until all switching has been completed and train is coupled together.

EXAMPLE: Road men couple on to waycar or other car at 7:00 a.m., proceed to some point in yard, and are delayed there waiting for train to pass or move out of the way, and then commence switching at 7:15 a.m., switching completed and train coupled together at 7:40 a.m. The entire 40 minutes would be paid for.

**2. Final terminals:** All time consumed from time train arrives as shown on register until switching has been completed.

**3. Intermediate yards:** The actual time consumed in performing switching from the time switching is commenced until completed, exclusive of the set-out and/or pick-ups provided for in Article 8, section (c).

**(b) Setting out and picking up:**

1. Setting out and picking up on more than one track, except as otherwise provided for will constitute switching to be paid to the road men under the one hour arbitrary payment provisions of this agreement.

2. One pick-up of cars together, or set-out of cars together, permitted under Article 4, section (a), paragraph 3; Article 4, section (b), paragraphs 2 and 3; Article 5, section (a), paragraph 4; Article 5, section (b), paragraphs 3 and 4; Article 6, section (a), paragraph 4; Article 6, section (b), paragraphs 3 and 4; Article 7, section (a), paragraph 4; Article 7, section (b), paragraph 3; Article 8, section (c), will not constitute switching to be paid for under this agreement.

(c) Changing of waycars by road men when no yard crew is on duty will not constitute switching to be paid for under this agreement.

(d) **Doubling, shoving together, etc.:** Doubling over at initial and final terminals, and at intermediate yards, as provided for in this agreement, will not constitute switching to be paid for.

Shoving train together when it is cut because of crossings or crossovers, or when train is parted, will not constitute switching to be paid for under this agreement.

At initial terminals and intermediate yards when road engine with or without cars moves to permit yard crew to take off and/or add cars, such work will not constitute switching to be paid for.

When road men are required to perform switch moves as provided for in the following provisions; Article 5, section (a), paragraph 3; Article 5, section (b), paragraph 2; Article 6, section (a), paragraph 3; Article 6, section (b), paragraph 2; Article 7, section (a), paragraph 3; Article 7, section (b), paragraph 2; Article 8, sections (f) and (g), the replacing of cars disturbed thereby will not constitute switching.

When it is necessary to make up a train on two tracks and through miscalculation the yard crew making up the train leaves some available space on make-up track after the double-over is placed on another track, it will not be necessary to make another switch move to fill the make-up track from the cut to be doubled over.

**EXAMPLE:** A train made up on two tracks where one track of sufficient length is not available to hold the train, and yard crew figures in making up an 85 car train the

track will hold 75 cars, and places 10 cars on the other track for the double-over, and it later develops that account of short cars that the one track will hold 77 instead of 75 cars, it will not be necessary to take two of the cars off of the double-over and place on other part of train.

(e) **Computing switching time under 4-hour provisions:** In the application of the payment provisions contained in section (c) of Articles 5, 6 and 7, and section (h) of Article 8, in computing the time to be counted as switching in the 4-hour provisions for the payment of a day to yardmen, deduction may be made for waiting time during which no work is performed prior to commencing switching as shown in the following example:

EXAMPLE: Road men go on duty and couple on to waycar at 7:00 a.m. They then move to clear at some location in yard arriving there at 7:10 a.m., and are delayed until 7:50 a.m. waiting for train to arrive. Road men then perform necessary switching and couple their train together at 8:20 a.m. Time waiting between 7:10 a.m. and 7:50 a.m. will be deducted.

## Article 11

### GENERAL PROVISIONS

(a) **Short cars in station order:** At initial terminals in Groups 1, 2, 3 and 4 yards so far as practical short cars will be placed together on head end of outbound trains in station order.

(b) **Classifying trains enroute:** Road men will not be required to classify their trains enroute between terminals of their runs, except that in picking up cars at intermediate stations between terminals of their runs they may be required to maintain groups to be set out at intermediate yards or stations between terminals or turning points of their runs.

(c) **Switching at terminals or intermediate yards:** Road men at terminals or intermediate yards in Groups 2 and 3, and in Group 4 when yard crews are operated, will not be required to perform switching service in connection with cars that had arrived prior to yard crew going off duty, when it is known such cars are for their own train; nor will they be required to perform switching service in connection with cars for their trains arriving at the point when it is known such train or trains are to arrive within 30 minutes of the regular tie-up time of yard crew, and it is also known such cars are to go forward in their train. This contemplates that yard crew will continue to work until all cars known to be ready to move are assembled.

(d) **Changes in mixed or way freight train service handling passengers:** If changes are made in mixed or way freight train service handling passengers and conditions are brought about similar to those covered in Articles 4, 5, 6 and 7, pertaining to the handling of mixed or way freight trains, such cases will be considered, and where necessary, agreements will be made to provide for the handling of such trains similar to those provisions of this agreement.

(e) **Extra work:** A sufficient number of yardmen will be employed to protect the regular and extra work. Arrangements for protection of extra work of yardmen and/or use of road men in yards will be made by local officer and trainmen's committee.

(f) In determining the yardmen available under the allowance provisions of Articles 4, 5, 6, 7 and 8, the yardmen will be taken in the following order: Extra man or men, senior man or men cut off account reduction in force, senior regular man or men.

NOTE: An employee is "available" within the meaning of this agreement when he is eligible for call under the Hours of Service Law, is at the point where needed and holds himself ready for call. Under the provisions of this note, men cut off account reduction in force, desiring to make themselves "available" for service, will notify the local officers and local chairmen in writing.

(g) **Present yardmen's and road men's schedule:** All of the rules and provisions of the yardmen's and road men's schedules shall remain in full force and effect except where the provisions thereof are contrary to and thereby superseded by the provisions of this agreement. Road men paid under this agreement will not be paid for the same yard service under Rules 14 and 34 of the road men's schedule.

Examples are attached hereto as Appendix "A" and are a part of this agreement.



This agreement shall become effective as of March 1st, 1939, and remain in effect until changed in accordance with the provisions of Section 6, Railway Labor Act.

Signed at Chicago, Illinois, the 4th day of February, 1939.

**For the Employees:**

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

W. G. WOLF, Vice Chairman, B. of R. T.

T. F. DEVINE, Secretary General Committee, B. of R. T.

APPROVED:

C. H. SMITH, Vice President, B. of R. T.

WITNESS:

E. C. THOMPSON, Mediator, National Mediation Board

**For the Carrier:**

H. S. HOGLUND, Assistant to Exec. Vice President

A. E. DAVIS, Staff Officer, Exec. Vice Pres.

APPROVED:

F. G. GURLEY, Assistant Vice President (Operation)

## **APPENDIX "A"**

EXAMPLE 1. Initial terminal road switching. Final terminal yard switching. Initial terminal not one of yards in Groups 1, 2, 3 or 4. Yard crews operated, but not on duty at final terminal.

### **GROUP 2 OR 3 YARD FINAL TERMINAL**

Road men on duty at initial terminal starts switching at 7:00 a.m.  
Completes switching 7:30 a.m.  
Arrives at final terminal 2:30 p.m.  
Completes switching and is released at 3:00 p.m.

Allowance - 100 miles pro rata road rate, 30 minutes switching 1/8 daily road rate, plus 1 hour at 3/16 daily yard rate at final terminal.

EXAMPLE 2. Initial terminal yard switching. Final terminal road switching.

Yard crews operated at initial terminal, but not on duty.  
Final terminal not one of yards in Groups 1, 2, 3 or 4.

### **GROUP 2 OR 3 YARD, INITIAL TERMINAL**

Road men on duty at initial terminal starts switching at 7:00 a.m.  
Completes switching at 7:30 a.m.  
Arrives final terminal 2:30 p.m.  
Starts and completes switching and is released at 3:00 p.m.

Allowance - 100 miles pro rata road rate, 1 hour at 3/16 daily yard rate at initial terminal, plus 30 minutes road switching at 1/8 daily road rate.

EXAMPLE 3. Initial and final terminal. Road switching yards not in Groups 1, 2, 3 or 4. Intermediate yard: yard crews operated in either Group 2, 3 or 4 yards, but not on duty.

Road men on duty at initial terminal starts switching 7:00 a.m.  
Completes switching 7:30 a.m.  
Arrives intermediate yard commences switching at 9:00 am.  
Completes switching at 9:30 a.m.  
Arrives final terminal 2:30 p.m., starts switching on arrival, and completes switching and is released at 3:00 p.m.

Allowance - 100 miles at pro rata road rate, 30 minutes road switching at both initial and final terminals at 1/8 daily road rate plus 1 hour 1/8 daily yard rate for service at intermediate yard.

EXAMPLE 4. Initial terminal yard switching (yard crews operated, but not on duty), and road overtime.

#### **GROUP 2 OR 3 YARD**

Road men on duty at initial terminal, and starts switching at 7:00 a.m.

Completes switching at 7:30 a.m.

Arrives at final terminal, and released 3:30 p.m.

Allowance - 100 miles pro rata road rate, 30 minutes road overtime, 3/16 daily road rate, plus 1 hour at 3/16 daily yard rate.

EXAMPLE 5. Initial, intermediate yard, and final terminal yard switching (yard crews operated, but not on duty) and road overtime.

#### **GROUP 2 OR 3 YARD**

Road men on duty at initial terminal, and starts switching at 7:00 am.

Completes switching at 7:30 a.m.

Arrives intermediate yard, commences switching at 9:00 a.m.

Completes switching at 9:35 a.m.

Arrives final terminal 3:00 p.m.

Starts and completes switching, and is released at 3:30 p.m.

Allowance - 100 miles pro rata road rate, 30 minutes road overtime 3/16 daily road rate, plus 1 hour at 3/16 daily yard rate at the initial terminal, plus 1 hour at 1/8 the daily yard rate at intermediate yard, and 1 hour at 3/16 the daily yard rate at the final terminal.

EXAMPLE 6. Initial terminal, yard crew operated and on duty. Final terminal yard crews operated, but not on duty.

#### **GROUP 2 OR 3 YARD**

Road men on duty at initial terminal 7:00 a.m.

Train made up by yard crew and departs 7:15 a.m.

Arrives final terminal at 2:00 p.m. Starts switching at 2:00 p.m.  
Completes switching at 2:30 p.m.  
Delayed and released at 3:00 p.m.

Allowance - 100 miles pro rata road rate; 1 hour final terminal at 1/8 daily road rate, plus 1 hour at 3/16 daily yard rate.

EXAMPLE 7. Initial terminal, Group 4 yard. Final terminal Group 2 or 3 yard. Yard crew operated, but not on duty.

Road men on duty at initial terminal starts switching at 7:00 a.m.  
Completes switching at 7:30 a.m.  
Arrives final terminal at 2:30 p.m.  
Commences switching at 2:30 p.m., and completes switching at 3:00 p.m.

Allowance - 100 miles at pro rata road rate, 1 hour at 1/8 daily yard rate initial terminal, plus 1 hour at 3/16 daily yard rate at final terminal.

NOTE: If initial terminal in Group 2 or 3 yards, and final terminal in Group 4 yards the allowance would be 100 miles at pro rata road rate, 1 hour at 3/16 daily yard rate at initial terminal, and 1 hour at 1/8 the daily yard rate at final terminal.

EXAMPLE 8. Initial and final terminal yard switching (yard crews operated, but not on duty) and road overtime.

#### **GROUP 2 OR 3 YARD**

Road men on duty at initial terminal 7:00 a.m.  
Starts switching and completes same at 7:30 a.m.  
Arrives final terminal, and released at 6:35 p.m.

Allowance - 100 miles at pro rata road rate, 1 hour at 3/16 daily yard rate (7:00 a.m. to 7:30 a.m.), 3 hours 35 minutes overtime at 3/16 of daily road rate per hour (overtime computed from 3:00 p.m.).

EXAMPLE 9. Initial and final terminal yard switching (yard crews operated, but not on duty) and road overtime.

#### **GROUP 4 YARD**

Road men on duty at initial terminal 7:00 a.m.  
Starts switching and completes same at 7:30 a.m.  
Arrives final terminal, and released 6:35 p.m.

Allowance - 100 miles at pro rata road rate, 1 hour at 1/8 daily yard rate (7:00 a.m. to 7:30 a.m.), 3 hours 35 minutes overtime at 3/16 daily road rate per hour (overtime computed from 3:00 p.m.).

EXAMPLE 10. Initial, intermediate yard, and final terminal switching, yard crew operated, but not on duty.

#### **GROUP 2 OR 3 YARD**

Road men on duty, initial terminal, and starts switching at 7:00 a.m.

Completes switching 7:30 a.m.

Arrives intermediate yard, commences switching at 9:00 a.m.

Completes switching at 9:35 a.m.

Runs 125 miles, arrives final terminal at 4:30 p.m.

Starts switching at that time, and completes switching and released at 5:00 p.m.

Allowance - 125 miles pro rata road rate, 1 hour at 3/16 daily yard rate at initial terminal, plus 1 hour at 1/8 daily yard rate at intermediate yard, and 1 hour at 3/16 daily yard rate at final terminal.

EXAMPLE 11. Initial and final terminal yard switching, yard crew operated, but not on duty.

#### **GROUP 4 YARD**

Road men on duty initial terminal 7:00 a.m., and starts switching and completes same at 7:30 a.m.

Runs 125 miles, arrives final terminal at 4:30 p.m.

Commences switching at that time, and completes same and released at 5:00 p.m.

Allowance - 125 miles pro rata road rate, 1 hour 1/8 daily yard rate at initial terminal, plus 1 hour 1/8 daily yard rate at final terminal.

EXAMPLE 12. Initial and final terminal, yard switching crew not operated.

#### **GROUP 4 YARD**

Road men on duty initial terminal 7:00 a.m., and starts switching and completes same at 7:30 a.m.

Runs 125 miles, arrives final terminal at 4:30 p.m.

Commences switching at that time, and completes same and released at 5:00 p.m.

Allowance - 125 miles pro rata road rate, 1 hour 1/8 daily yard rate at initial terminal, plus 1 hour 1/8 daily yard rate at final terminal.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY  
AND THE  
BROTHERHOOD OF RAILROAD TRAINMEN**

In disposition of numerous pending claims involving the handling of company material (non- revenue freight) on passenger trains, the following is agreed upon:

1. When carload lots of company material (non-revenue freight) are handled in passenger trains such as diesel wheels, traction motors, and other company material (non-revenue freight) of this character, members of such crew, represented by the Brotherhood of Railroad Trainmen, will be allowed the differential provided for in Rule 7(a) for the actual distance such car or cars are handled.

2. In the event LCL Company material (non-revenue freight) is handled on passenger trains, the train baggagemen will be allowed the differential provided for in Rule 7(a) for the actual distance such LCL company material (non-revenue freight) is handled. If another member of the crew is required to assist in the loading or unloading of LCL company material (non-revenue freight) all members of such crew, represented by the Brotherhood of Railroad Trainmen, shall likewise be compensated for the actual distance the LCL Company material (non-revenue freight) is handled under the provisions of Rule 7(a). The term "Company Material" as referred to in this section is not intended to include company mail nor office supplies, it being understood that office supplies does not include office furniture.

3. The operating equipment customarily used by trainmen in passenger service may be handled in baggage cars on passenger trains without changing the classification of the crew operating the train insofar as rates and rules are concerned.

4. All pending and unadjusted claims of record involving the issues covered in Sections 1, 2 and 3 hereof shall be settled on the basis of this understanding.

5. The foregoing is with the further understanding that the management will restrict the handling of LCL company material (non-revenue freight) on passenger trains to the absolute minimum.

This agreement becomes effective on August 21, 1946 and shall remain in effect, subject to automatic cancellation without the necessity of further negotiation upon the serving of 30 days notice by one party upon the other party.

Signed at Chicago, Illinois, this 21st day of August, 1946.

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN:

O. F. RASMUSSEN, General Chairman  
T. F. DEVINE, Secretary

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

H. J. HOGLUND, Assistant to Vice President  
J. E. WOLFE, Staff Officer, Optg. Vice President

APPROVED:

J. A. RASH, Deputy President, Brotherhood of Railroad Trainmen

Creston, July 20, 1951

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

Dear Sir:

Referring to exchange of correspondence ending with my letter of May 31, 1951, your file T-1-I-97, concerning claims of certain Aurora Division train baggagemen for Rule 7(a) allowances for handling company linen, which you advise will be authorized for adjustment, upon satisfactory understanding for future handling, along lines set forth in my letter of August 8, 1950 to Mr. J. E. Wolfe.

The language covering such understanding seems to be somewhat in dispute, although I believe we have a meeting of minds on it. I believe the following provides language that will be acceptable to you as well as the undersigned:

1. Company linen transported between Lincoln and Chicago in linen car, which is placed in train ahead of baggage cars worked by train baggageman in order that train baggageman will not be required to have access to or pass through such linen car in the performance of his duties, will not warrant additional compensation to a member of the train crew.

2. Company linen may be transported in baggage cars on portions of the railroad other than between Lincoln and Chicago, moving terminal to terminal of train baggageman, and will not warrant additional compensation to a member of the train crew, provided that train baggageman or other member of crew is not required to handle same, and provided further that such shipments will be placed in baggage car by employes other than trainmen, where designated by train baggageman, so that it will not be necessary that he handle such shipments of company linen in order to place other commodities. Under these conditions, employes other than trainmen will unload such company linen at final terminal.

3. If company linen transported in baggage cars (other than express and handled by express messengers (R.E.A. employes) in express cars), is loaded or unloaded enroute between the terminals of the train baggageman's assignment, other than in the linen car as provided in Item I hereof, the train baggageman will be compensated under Rule 7(a) for the distance such linen is transported on his assigned territory.



4. It is understood that corpses without accompanying baggage may be handled on passenger trains on which train baggageman is not assigned, without payment accruing to the available train baggageman. It is also understood that flowers accompanying such corpses may be handled under this section with the corpse, without additional compensation accruing to the available train baggageman.

Upon receipt of your advice that the foregoing understanding meets with your approval, and that the claims will be authorized for adjustment, I shall close my file.

Will you please advise.

Yours very truly,

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

VRR:y

(Acknowledged under date of July 31, 1951 and instructions issued placing the Understanding in effect).

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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,

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

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

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

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Chicago, June 7, 1945  
T-387-44  
T-1-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. Wilscam, Brakemen 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 baggageman will be used on the first section on which baggage is handled.

Yours truly,

A. E. DAVIS

APPROVED:

F. L. SMITH, General Chairman, ORC

0. F. RASMUSSEN, General Chairman, BRT

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Creston, September 6, 1949

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

Dear Sir:

Referring to your letters of disposition dated August 30, 1949 and addressed to Grand Officers, covering cases in current strike ballot, designated as 185-T, 206-T, 207-T, 211-T, 213-T(a), 213-T(b), 218-T, 231-T and 234-T, wherein you confirmed understanding reached on August 30 by stating:

"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."

We briefly discussed your confirmation as above quoted on September 1 at which time your attention was directed to our understanding regarding "When, because of traffic interruptions..." in Section 1 and "Where traffic is not interrupted..." in Section 2, both had reference to traffic interruptions account track obstructions due to wrecks, washouts and snow blockades. This, you agreed was clearly understood, suggesting that I write you to that effect and you would confirm.

I am attaching hereto an additional copy of this communication, and if you concur in the foregoing, please affix your signature in the lower left hand corner thereof.

Yours very truly,

V. R. ROBERTS, General Chairman, BRT

Accepted:

J. E. WOLFE, Asst. to Vice President

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CHICAGO, BURLINGTON AND QUINCY  
RAILROAD COMPANY  
AND  
BROTHERHOOD OF RAILROAD TRAINMEN**

Effective on **November 16, 1949**, the agreement of November 18, 1943, between the parties hereto, which permits other than Yardmen to throw switches under certain conditions is cancelled and the following shall govern:

1. A yard helper may be detached from the crew to which assigned for the purpose of throwing switches in connection with the light movement of locomotives from roundhouse to passenger station and from passenger station to roundhouse, before or after trips in passenger service; the balance of the crew to continue at work until the helper rejoins them.

2. When a yard helper performs the service referred to in Item 1 hereof, he shall be compensated at the Foreman's rate for that particular tour of duty in lieu of the helper's rate.

3. The service referred to in Items 1 and 2 hereof will be confined to the points and in connection with the trains that are covered in Exhibit 1, which is annexed hereto and by this reference made a part hereof. This is with the understanding that if necessity for similar handling arises at other points, the parties will endeavor to reach a mutual understanding similar to the one herein outlined.

4. At points where Yardmen are not at the time on duty, passenger trainmen may, as provided in Rule 14, be required to throw such switches as are necessary in connection with the light movement of locomotives from roundhouse to passenger station or from passenger station to roundhouse before or after trip in passenger service, and compensation therefor shall be computed in the manner outlined in said Rule 14 of the collective agreement which is applicable to road trainmen.

5. The connecting switch leading into the roundhouse area, and switches within this area, may be thrown by any

employee whom the Management may designate, and such service is not in violation of any agreement, understanding or practice, however arising, between the Carrier, party hereto, and the Organization, party hereto; this not to apply in connection with service that is being performed by a yard crew.

The provisions of this agreement become effective on November 16, 1949, 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 4th day of November, 1949.

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN:

V. R. ROBERTS, General Chairman

FOR THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY:

J. E. WOLFE. Assist. to Vice President - Labor Relations

**EXHIBIT 1 OF AGREEMENT OF NOVEMBER 4, 1949  
BETWEEN  
CHICAGO, BURLINGTON AND QUINCY  
RAILROAD COMPANY  
AND  
BROTHERHOOD OF RAILROAD TRAINMEN**

Location	Engines of Passenger Train Nos.	Switches to be handled between Depot and Round house
Mendota	32-33	Between Main Line and Roundhouse
Daytons Bluff	51-49-44-50	Between Hoffman Ave. and Roundhouse
Savanna	47-48	Crossover switches
St. Joseph	356-355	Cedar St. Crossover on southbound movement and switch south of Cedar St. on both movements
Omaha	26-27	Main Track Switches of Track No. 28
McCook	14.00	Between Depot and Roundhouse
Ravenna	44-43-42-41	Between Depot and Roundhouse When steam substituted for Diesel
Edgemont	43-42	Between Depot and Roundhouse
Casper	29-30-31-32	Between Depot and Roundhouse
Sheridan	42.00	Between Depot and Roundhouse

Chicago, February 23, 1950  
T-926-49  
T-2-B-48

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

Dear Sir:

Please be referred to correspondence ending with Mr. J. F. Mullen's letter of June 29, 1949, and to discussion at conference on February 15, 1950, concerning claim of

Brakeman H. H. Hahn, Lincoln Division, for payment of 100 miles at through freight rate account run around while assigned to extra list for trainmen, September 28, 1948.

You contended, when this dispute was discussed at conference on February 15, that Rule 20 does not have application when an extra man is run around, because the provisions of said rule are clearly limited to pool crews. To this we do not disagree. Under the circumstances, I contended that Rule 63(f) does not have application. With this understanding, it was agreed that the claim for 100 miles would be allowed, which will establish a precedent in cases that may arise in the future where the Management is responsible for an extra trainman being run around.

Upon receipt of your acknowledgment and acceptance of the foregoing, necessary adjustment will be authorized.

Yours truly,

J. E. WOLFE

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Creston, March 29, 1950

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

Dear Sir:

This will acknowledge receipt of your letter of March 27, 1950, file T-926-49, attaching copy of your ruling to Staff Officer R. D. Wolfe, dated March 27, 1950 and reading:

"This will acknowledge receipt of your letter of March 22, file VF-1270, concerning understanding had recently with Mr. V. R. Roberts, General Chairman, Brotherhood of Railroad Trainmen, respecting payment of 100 miles to an extra brakeman who has been run around.

"It should be understood that when an extra brakeman is run around as a result of erroneous handling, which calls for payment of 100 miles at through freight rate to the extra brakeman who thus lost a trip, said extra brakeman should remain first out on the extra list for future service."

Please be advised I concur in the advice you have given Staff Officer R. D. Wolfe.

Yours very truly,

V. R. ROBERTS  
General Chairman, BRT



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. Hوجلund'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

S. L. WITHERSPOON, Vice President, BLF&E

F. L. SMITH, Acting Vice President, ORC

W. M. DOLAN, Vice President, BRT

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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.)

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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 their 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. DOLAN, Vice President, BRT

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

Mr. C. S. Montooth  
Sr. Vice Pres., ORC  
Cedar Rapids, IA.

Mr. J. F. Emerson  
Asst. Gr. Ch. Engr. BLE  
Gr. Northern Hotel  
Chicago, Illinois

Mr. W. P. Kennedy  
Vice Pres., BRT  
(also repr. BLF&E)  
900 Baker Bldg.  
Minneapolis, Minn.

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 through freight trains that handle U.S. mail or newspapers, unloading same as covered in above Awards also include loading same, and I agreed to this.

This will confirm that understanding.

Yours truly,

H. J. HOGLUND

cc: Messrs:

H. L. Smith, ORC  
O. F. Rasmussen, BRT  
C. H. Atkins, BLE  
M. Larson, BLF&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 brakeman 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 man 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

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Chicago, November 15, 1950

M. 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 or 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

ACCEPTED:

F. L. SMITH, General Chairman, ORC

V. R. ROBERTS, General Chairman, BRT

J. E. MAGILL, Vice-President, ORC

W. M. DOLAN, Vice-President, BRT

Chicago, June 26, 1952  
T-2-L-100

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

Dear Sir:

Referring to discussion at conference today, in regard to trainmen in assigned freight service, whose assignments are annulled at an outlying or so-called distant terminal for the assignment, account snow blockades, washouts, or serious wrecks preventing the operation of the train to which assigned, being held on specific instructions from a responsible Officer of the Company for the purpose of being available for future service.

It was agreed at the conference today, that under the circumstances just described, the assigned trainmen will be considered subject to the provisions of Rule 32. The provisions of Rule 32 will become applicable, provided the train to which assigned does not operate, at the time of scheduled departure, if the train to which assigned is scheduled in the timetable, or if not so scheduled, at the bulletined time of departure. In other words, that is the time the sixteen hours of free time begins to accumulate.

If the foregoing is satisfactory to you, will you please so indicate by affixing your signature in the space provided therefor at the lower left-hand corner of this communication.

Yours truly,

J. E. WOLFE

ACCEPTED:

V. R. ROBERTS, General Chairman, BRT

**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.

2. A crew in other than exclusive work, wreck or construction train service used to perform work, wreck or construction train service will be allowed pay for all time consumed at wayfreight (local) rates, with a minimum of 25 miles or two hours as an arbitrary, independent of time or mileage which may accrue under the rules for their programmed day or trip and without deduction therefrom.

3. A crew in exclusive work, wreck or construction train service used to handle other than their own equip-

ment and/or other equipment used in construction service, including maintenance of way outfit cars after the close of their regular day's work will be paid time or miles, whichever is the greater, in such service, with a minimum of 100 miles or 8 hours on the basis of a new day or trip at rates applicable to the service performed.

4. A crew used to handle other than its own equipment and/or other equipment used in construction service, including maintenance of way outfit cars, prior to entering exclusive work, wreck or construction train service, will be paid time or miles, whichever is the greater, in such service, with a minimum of 100 miles or 8 hours, on the basis of a separate day or trip at rates applicable to the service performed.

5. A crew in exclusive work, wreck or construction train service used during the course of their day's work to perform other service, handle other than their own work equipment and/or other equipment used in construction service, including maintenance of way outfit cars, and later returned to their exclusive work, wreck or construction train service will be allowed pay for all time consumed at wayfreight (local) rates, with a minimum of 25 miles or 2 hours as an arbitrary, independent of time or mileage which may accrue under the rules for their programmed day or trip without deduction therefrom.

NOTE: Crews used in wrecking service will be considered as handling their own equipment when handling and moving the cars contained in the wrecked or derailed train other than those which are moved by other crews clearing the obstructed line.

NOTE: Referee's Award of August 1, 1951 superseded and nullified the application of Paragraphs 2 to 5 inclusive, effective October 1, 1951. 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**

A crew required to help another train over grade in either direction will be allowed actual miles with a minimum of 25 miles to be added to the mileage allowance for the trip.

NOTE: Referee's Award of August 1, 1951 superseded and nullified the application of the foregoing provision for "Helping Other Trains", effective October 1, 1951. See Rule 90.

### **Running for Fuel or Water: Engineers and Firemen**

A crew cut off from their train to run for fuel or water from an intermediate point to another intermediate point and return, will be paid continuous time or mileage.

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



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

y-Messrs:     H. L. SMITH  
                  F. S. BARNES  
                  S. 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

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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

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

(Subsequently acknowledged and made effective)

(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 Chair-roan, 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

Chicago, February 27, 1951  
T-6-A-51

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

Dear Sir:

Referring to your letter of September 27, 1950 and our discussion in conference on February 21, 1951 in regard to your request that we consent to amend Rule 72(b), second paragraph, current schedule agreement, so as to provide that there will be no further promotions to position of train baggageman; that train baggagemen now on train baggagemen's seniority rosters retain prior right to fill, and be required to fill, train baggageman positions and, also, retain prior right to fill, and be required to fill train baggageman vacancies, in their seniority turn; that all trainmen not promoted to position of train baggageman as of the effective date of the change of rule would thereupon hold train baggageman seniority below the junior train baggageman on the seniority list.

We will be willing to agree to change the provisions of Rule 72(b) so as to effect the changes referred to in the preceding paragraph hereof, excepting that upon the effective date of the change, if agreed upon, all trainmen not previously promoted to train baggagemen will hold seniority rights to train baggageman positions in the order of their seniority rank as trainmen but subordinate to train baggagemen on the train baggagemen's seniority roster, the train baggagemen's seniority roster to contain only the names and seniority dates of those who were promoted thereto; and, provided it is agreed that trainmen who were not promoted to position of train baggageman, in the event of obtaining an assignment to a baggageman's position, must qualify on their own time for train baggageman work and provided that all such extra trainmen must qualify on their own time for extra work as train baggageman.

Briefly, this would mean that promoted train baggagemen would have prior rights to baggage work and would be required to take it in their turn, subject to Rule 72(c); that the baggagemen's seniority roster will be discontinued through attrition of the current promoted baggagemen; that trainmen not on the extra list must qualify on their own time if they take an assignment as baggageman and that all extra trainmen must qualify on their own time for baggage work.

Please advise if the conditions expressed herein are accepted.

Yours truly,  
J. E. WOLFE

(Subsequently accepted by V. R. Roberts on April 6, 1951, and made effective.)

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**ORDER OF RAILWAY CONDUCTORS**  
**BROTHERHOOD OF RAILROAD TRAINMEN**  
**and**  
**CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**

It is understood in the application of Rule 72(c) of the Conductors' and Trainmen's schedule agreements with respect to the filling of temporary vacancies for conductors in freight service, where under provisions of current local agreements the exercise of seniority is permissible after a vacancy has existed a specified period of time, that the exercise of seniority will be limited to conductors actually assigned as such (which includes conductors in pool freight service) or to the senior demoted conductor on the seniority district, excepting that at outlying points temporary vacancies will continue to be filled as in the past in conformity with the controlling local agreements, which means that the conductor catching the vacancy will hold it until the regular man reports or he is replaced by a conductor exercising seniority under the applicable local agreement.

Signed at Chicago, Illinois this 8th day of October, 1951.

FOR THE ORDER OF RAILWAY CONDUCTORS:

F. R. Pierce, General Chairman

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN:

V. R. Roberts, General Chairman

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

J. E. Wolfe, Asst. to Vice President - Labor Relations

Chicago, May 7, 1952  
T-6-B-106

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

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

Gentlemen:

Referring to previous correspondence and to discussion at conference today, concerning the negotiation of an understanding designed for application in instances where demoted conductors, who are assigned as trainmen, are called to fill temporary vacancies for conductors.

At the conference today, an agreement was executed, to become effective on July 1, 1952. By specific understanding, it was agreed that the provisions of Article 3 of said agreement, under which extra conductors are required to relieve demoted conductors who are called for service as conductors when the conductors' extra list is exhausted, is not to be applied on the Lincoln Division when demoted Lincoln Division conductors are required to fill vacancies in passenger service outside of their own zone, which originates at Hastings, Nebraska.

It was further agreed, and this is a recording of that understanding, that if objections are submitted to either General Chairman, in regard to said agreement of even date, or any part thereof, which cannot be resolved in a reasonable and equitable way prior to July 1, 1952, application of the provisions of the agreement, at the particular point or the particular service involved in the dispute, will be withheld until a mutual understanding is reached between the two General Chairmen and the proper Officer of the Carrier.

Will you please acknowledge your acceptance of the statements herein contained by affixing your signatures in the spaces provided therefor at the lower left-hand corner of this communication.

Yours truly,

J. E WOLFE

ACCEPTED:

V. R. Roberts, General Chairman, BRT

F. H. Beckley, General Chairman, ORC

APPROVED:

J. E. Magill, Vice President, ORC



**MEMORANDUM OF AGREEMENT**  
**Between**  
**CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**  
**and**  
**BROTHERHOOD OF RAILROAD TRAINMEN**

In pursuance of the Findings in Award No. 33 by Special Board of Adjustment No. 9, the following is agreed upon for application in instances where a demoted conductor, who is assigned as a trainman, is called for emergency service as a Conductor:

1. At points where a conductors' 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. When a demoted conductor is called to fill a vacancy as a 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 if an extra conductors' list is maintained to protect vacancies in the territory in which the outlying point is located, such demoted man will be relieved by an extra conductor as soon as one becomes available, and under these circumstances, the demoted man 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. Stated in another way, the Carrier will not be required to pay more than one deadhead to the

vacancy, and one deadhead from the vacancy, account relieving emergency conductors under this section.

4. 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 modified to the extent that its provisions shall not be applied at points where local agreements may be negotiated to cover the exercise of seniority on temporary vacancies for conductors in freight service.

5. 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 on July 1, 1952. Its effective date, by mutual understanding, is thus deferred in order that Local Committees will have opportunity to register any objections that may arise as a result of unusual conditions peculiar to a particular Division or sub-Division. Such objections must be forwarded promptly to the General Chairman and he, in turn, will submit them to the Labor Relations office, and this must be taken care of on or before June 16, 1952. If such objections are received, a conference date will be promptly arranged by the Labor Relations office with the General Chairman, so that such special treatment as may be warranted will be agreed upon in time to be made effective on July 1, 1952.

Any special understandings that are reached in pursuance of the preceding paragraph, will be annexed to and be made a part of this agreement.

Signed at Chicago, Illinois, this 7th day of May, 1952.

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN:

V. R. ROBERTS, General Chairman

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

J. E. WOLFE, Asst. to Vice-President, Labor Relations

**MEMORANDUM OF AGREEMENT**  
**between the**  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**  
**BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN**  
**ORDER OF RAILWAY CONDUCTORS**  
**BROTHERHOOD OF RAILROAD TRAINMEN**  
**and the**  
**CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**

Without change in current leave of absence rules of the respective agreements and understandings thereunder, the seniority rank and rights of employes 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) of the Selective Training and Service Act of 1940, approved September 16, 1940, shall be preserved providing such employes 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 Chairman at thirty (30) day intervals.

This agreement shall become effective as of the date signed, and shall be applicable to employes 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, BLE

H. A. HUSTED, General Chairman, BLF&E

H. L. SMITH, General Chairman, ORC

O. F. RASMUSSEN, General Chairman, BRT

FOR THE RAILROAD COMPANY:

H. J. HOGLUND, Asst. to Executive Vice President

A. E. DAVIS, Staff Officer, Executive Vice President

APPROVED:

J. P. SHIELDS, Temp. AGGE, BLE

C. F. THOMAS, Vice President, BLF&E

R. O. HUGHES, Vice President, ORC

F. W. COYLE, Deputy President, BRT

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

Chicago, October 3, 1946

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

Dear Sir:

Referring to correspondence ending with Mr. Rasmussen's letter of September 30 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

**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 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

Creston, December 24, 1951

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

Dear Sir:

This will acknowledge your letter of December 19, file Y-7, Gen., reading:

"Referring to your letter of December 11 addressed to Mr. C. R. Craven, Local Chairman, Lodge No. 25, Beardstown, Illinois, with copy to me, having reference to the establishment of seniority as a yardman by a road trainman who elects to permanently transfer to yard service under the provisions of Rule 78(c).

"It was understood at the conference on December 18 that Rule 78(c) will, by mutual interpretation, be con-



strued to mean that when a road trainman is temporarily assigned by the company to yard service such trainman will be permitted to establish seniority as a yardman, if he so elects, as of the date he notifies the Management in writing that he wishes to relinquish his seniority in road service and establish seniority in yard service.

"If you concur in the foregoing and will so advise, necessary instructions will be issued so that transactions of this character will always be handled in a uniform manner."

The foregoing is in line with the understanding we had at our conference on December 18, and this may be accepted as my concurrence therein.

Yours very truly,

V. R. ROBERTS, General Chairman, BRT

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Creston, February 8, 1952  
T-6-D-7

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

Dear Sir:

Please refer to exchange of correspondence ending with your letter of January 22, 1952, file T-6-D-7, concerning the proper application of Rule 78(a) with respect to trainmen securing three months' freight experience immediately preceding promotion examination, in which you advised you would be agreeable to an interpretation which you set forth in three sections.

The first two sections I considered met the issue quite well, but we considered Section 3 should be a little more comprehensive, and agreed upon a revision. With the revision of Section 3, the interpretation would read as follows:

1. When a trainman who holds a regular assignment in passenger service, is required to place himself in freight service in order to secure the required three months' experience immediately preceding promotion, the vacancy thus created in passenger service will be bulletined as a

temporary vacancy and the trainman who left it in order to comply with the provisions of Rule 78(a) will return to the position he left in passenger service upon completion of the three months' service as a freight trainman.

2. If a permanent vacancy as a trainman in passenger service is bulletined during the period a trainman is serving the required three months' service as a freight trainman under Rule 78(a), which is desirable to said trainman, he may make application therefor, and if he is the successful bidder, the passenger position will be assigned to him, and it will then be re-bulletined as a temporary vacancy for the period this trainman is required to work in freight service under Rule 78(a).

3. The conditions set forth in Items 1 and 2 hereof contemplate that a trainman who is required to work three months in freight service under Rule 78(a) will be required when going into freight service, to place on a so-called "open" turn, or if he goes into pool freight service, displace the junior head-end brakeman or the junior rear-end brakeman. In the event the trainman covered by the foregoing items bids for and is assigned a bulletined position in freight service during the period he is securing the three months' freight experience, he would relinquish the passenger assignment left to secure such freight experience, and will not be permitted to exercise seniority in passenger service until the three (3) months' requirement of Rule 78(a) has expired.

Will you kindly indicate your approval by affixing your signature in the space provided in the lower left-hand corner.

Yours very truly,

V. R. ROBERTS, General Chairman, BRT

ACCEPTED:

J. E. WOLFE, Asst. to Vice Pres., C.B. & Q. R.R. Co.

Chicago, April 10, 1950  
T-6-B-83

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

Dear Sir:

Referring to discussion at conference of March 22 and further discussion at conference today, in regard to reducing to record the understanding I had with former General Chairman Rasmussen, concerning the proper interpretation to be placed upon the provisions of Rule 79.

It is agreed that a trainman who had bid for and been assigned to a temporary vacancy in passenger service under the provisions of Rule 79, will not be permitted to relinquish such temporary vacancy and return to his permanent assignment until displaced from said temporary assignment. This does not prejudice the right of such trainman to relinquish both the temporary assignment and his permanent assignment for the purpose of exercising seniority on a so-called "open turn" to place himself in pool freight service, to bid in another advertised assignment or to place himself on an extra list, with the exception of the extra list for passenger trainmen at Aurora which is a "bid-in" list.

When a trainman in assigned passenger service places himself on a temporary vacancy in passenger service under the provisions of Rule 79, the vacancy thus created on the permanent assignment held by the trainman who bid in the first temporary vacancy, will be bulletined, provided the subsequent vacancy will be of thirty (30) days or more duration; subsequent vacancies to be handled in the same manner.

If the foregoing conforms with the understanding you have of what was agreed upon, please confirm by affixing your signature in the space provided therefor at the lower left hand corner of this letter.

Yours truly,

J. E. WOLFE

ACCEPTED:

V. R. ROBERTS, General Chairman, BRT

## **INTERPRETATION TO RULE 79**

A trainman who has been displaced under the provisions of Rule 79, may exercise his seniority on an assignment that is under bulletin, provided he bids for the bulletined vacancy, it being understood that this does not apply if the assignment under bulletin is being protected by a pool crew.

This interpretation supersedes and thus nullifies the provisions of any and all local agreements in conflict therewith.

Under the circumstances covered by this interpretation, an extra brakeman who is originally called to fill the bulletined vacancy and is subsequently displaced, will be allowed compensation for deadheading in both directions and the employe who exercised his seniority will be considered as holding the job as a result of such exercise of seniority.

Subsequent displacements on a particular assignment will not be permitted, unless the employe who seeks to exercise his seniority rights files application for the position under bulletin.

Dated July 25, 1950 by J. E. Wolfe, Asst. to Vice President, C. B. & Q. R. R. and V. R. Roberts, General Chairman, BRT.

T-1-D-46  
**MEMORANDUM OF AGREEMENT**  
between  
**CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**  
and  
**BROTHERHOOD OF RAILROAD TRAINMEN**  
in connection with Application of Award 5947 and Rule 81  
of the Schedule Agreement for Trainmen

It is understood and agreed that a single unit rail motor car of the Ford V-8 type, or similar type of same seating capacity, is not to be considered an officer special or inspection train under the provisions of Rule 81 when operation of such car is in charge of General Superintendent, Superintendent or Assistant Superintendent for the purposes of supervision, and a flagman will not be required.

Information furnished freight crews by dispatcher in respect to the movement of other trains will include these rail motor cars.

Other officers may accompany the officers above-mentioned, on a car of this description, but it is understood such cars shall not be used in lieu of pay trains, officers specials and inspection trains as heretofore operated. Such pay trains, officers specials and inspection trains will be operated and manned in accordance with Rule 81.

Signed at Chicago, Illinois, this 16th day of November, 1943.

FOR THE ORGANIZATION:

O. F. RASMUSSEN, General Chairman

V. R. ROBERTS, Vice Chairman

T. F. DEVINE, Secretary

FOR THE CARRIER:

H. J. HOGLUND, Asst. to Executive Vice President

A. E. DAVIS, Staff Officer, Exec. Vice Pres.

## 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. Employees 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 EMPLOYEES:

C. H. ATKINS, General Chairman, BLE  
H. A. HUSTED, General Chairman, BLF&E  
F. L. SMITH, General Chairman, ORC  
O. F. RASMUSSEN, General Chairman, BRT

FOR THE RAILROAD COMPANY:

S. H. AYDELOTT, General Manager, Lines East  
F. R. MULLEN, General Manager, Lines West

Dated at Chicago, Illinois, this 16th day of January, 1947.

**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, clam-shells, 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:**

H. L. SMITH, General Chairman, ORC  
O. F. RASMUSSEN, General Chairman, BRT  
T. F. DEVINE, Secretary, BRT

**FOR THE RAILROAD COMPANY:**

H. J. HOGLUND, Assistant to Executive Vice President  
A. E. DAVIS, Staff Officer, Executive Vice President

Chicago, Illinois  
January 28, 1938.



## 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 34¢ per day (.34¢ per mile). Retroactive adjustment herein provided will not apply prior to September 13, 1928.

\*See Table of Rates, page 1.

ACCEPTED FOR THE EMPLOYEES:

J. P. FARRELL, Vice President, BLF&E

R. E. EDRINGTON, Asst. Grand Chief Engineer, BLE

F. J. WILLIAMS, Vice President, ORC

W. W. McKIRCHY, Vice President BRT

ACCEPTED FOR THE CARRIER:

L. O. MURDOCK, Assistant to Vice President,  
Chicago, Burlington and Quincy R.R. Co.

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 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.

\*See Table of Rates, page 1.

BY DIRECTION OF THE BOARD OF MEDIATION:

GEORGE A. COOK  
Secretary, Board of Mediation

Washington, D.C.  
May 17, 1934

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY  
AND THE  
EXECUTIVE COMMITTEE FOR THE  
BROTHERHOOD OF RAILROAD TRAINMEN  
T-1-I-84**

In disposition of the dispute in regard to passenger trainmen handling so-called headend commodities, the following is agreed upon:

1. Brakemen in passenger service required to assist in the loading and unloading of baggage, express and/or mail, other than the movement of platform trucks, will be compensated for the mileage of the assignment with a minimum of 150 miles at the rate applicable to baggagemen handling express. The same rate on the same basis will be allowed brakemen who are required to place head-end commodities inside of station buildings or remove headend commodities from such station buildings for placement in baggage cars.

2. Baggagemen or brakemen-baggagemen who are required to place headend commodities inside of station buildings or remove headend commodities from such station buildings for placement in baggage car or baggage compartments in the case of gas-electric motor cars, shall be compensated for the mileage of the assignment with a minimum of 150 miles at the rate applicable to baggagemen handling express and U.S. Mail.

This agreement shall become effective on September 1, 1946, and shall remain in effect subject to automatic cancellation upon the serving of thirty days' notice by one party upon the other party without further negotiation.

Signed at Chicago, Illinois, this 26th day of August, 1946.

FOR THE EXECUTIVE COMMITTEE, BROTHERHOOD OF RAILROAD TRAINMEN:

O. F. RASMUSSEN, General Chairman

V. R. ROBERTS, Vice Chairman

T. F. DEVINE, Secretary

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

H. S. HOGLUND, Asst. to Executive Vice President

J. E. WOLFE, Staff Officer, Operating Vice Pres.

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Chicago, December 19, 1946  
T-1-I-84

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

Dear Sir:

Referring to previous correspondence and discussion at conference on December 14, in regard to agreement of August 26, 1946, which provides a basis for compensating employes who are required to load and/or unload head-end commodities while in assigned passenger service.

This will confirm the understanding reached at the conference referred to in the preceding paragraph to the effect that practices in existence on August 26, 1946 will not be extended except by understanding between local officers and BRT Local Chairmen.

Will you please acknowledge receipt.

Yours truly,

J. E. WOLFE

Chicago, June 6, 1947  
T-1-I-84

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

Dear Sir:

Reference is made to discussion in conference this date in regard to application of memorandum of agreement dated August 26, 1946, related to the handling of head-end commodities, particularly Section 2 of the agreement, reading:

"Baggagemen or brakemen-baggagemen who are required to place headend commodities inside of station buildings or remove headend commodities from such station buildings for placement in baggage car or baggage compartments in the case of gas-electric motor cars, shall be compensated for the mileage of the assignment with a minimum of 150 miles at the rate applicable to baggagemen handling express and U. S. Mail."

In accordance with statement made in conference, application of Section 2 quoted will be so construed as to provide for the thirty-four (34) cent daily allowance for baggagemen handling U.S. Mail, in addition to the rate applicable to baggagemen handling express and U.S. Mail on trips on which the baggageman or brakeman-baggageman is required to place head-end commodities inside of station buildings or to remove head-end commodities from station buildings for placement in baggage car or baggage compartments of gas-electric motor cars when such baggageman or brakeman-baggageman also handles U.S. Mail exceeding in volume between two points the three feet of space or its equivalent in sacks or pieces for which the differential of thirty-four (34) cents per day applies. This construction of Section 2 of the agreement will be made applicable as of July 1, 1947, therefore it will be appreciated if you will confirm this understanding in sufficient time to enable us to issue necessary instructions prior to that date.

Yours truly,

J. E. WOLFE

(Subsequently acknowledged and made effective).

(Note: 34¢ increased to 46c by May 25, 1951 agreement).

**MEMORANDUM OF AGREEMENT**  
**Between**  
**CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**  
**and**  
**BROTHERHOOD OF RAILROAD TRAINMEN**

1. The Railroad Company, party hereto, if it requires Trainmen 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) Trainmen 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 trainmen a uniform cap and reasonable renewals thereof, badges, buttons and such insignia as the Railroad may require trainmen to wear while in service.

6. Trainmen 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. Trainmen 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 action 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 BROTHERHOOD OF RAILROAD TRAINMEN:

V. R. ROBERTS. General Chairman

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

J. E. WOLFE, Asst. to Vice President (Labor 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:

Section 1 (a) Effective January 1, 1961, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(a), each basic day in yard service performed by a yard service employe or by an employe 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)

(b) Effective January 1, 1961, each employe, 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 employe renders service under



schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said 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 employe or by an employe 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, 1961, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having fifteen or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said fifteen or more years of continuous service renders service of not less than twenty-four hundred (2400) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(c), each basic day in yard service performed by a yard service employe or by an employe 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) and (c), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the year 1960 for extended vacations shall not be changed.

(d) In dining car service, for service performed on and after July 1, 1949, each seven and one-half (7½) hours paid for shall be considered the equivalent of one basic day in the application of Section 1(a), (b) and (c).

(e) Calendar days on which an employe assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), in which an employe 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(e) 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) and (c), respectively.

(f) Where an employe is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employe is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing four hundred eighty (480) basic days under Section 1(b) and twenty-four hundred (2400) basic days under Section 1(c).

(g) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employe on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employe's sen-

iority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

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 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than twelve (12) minimum basic days' pay at the rate of the last service rendered.

(c) An employe receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid 3/52 of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than eighteen (18) minimum basic 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 Brotherhood of Railroad Trainmen, 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 is taken, but in no event shall such pay be less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

#### 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 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.

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 employes 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 employe of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

Section 10. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employe members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11. This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employes represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, in so far as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employes of such carriers represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen and Switchmen's Union of North America.



An employe who has taken or is scheduled to commence his vacation during the year 1949 prior to July 1, 1949 shall not be entitled to the increased vacation nor to the vacation allowance provided for herein during the period July 1, 1949 - December 31, 1949.

Section 12. This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 13. This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 14. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employes, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

SIGNED AT CHICAGO, ILLINOIS, THIS 29TH DAY OF APRIL, 1949.

(Exhibits and Signatory Parties not reproduced.)

## MEMORANDUM

Chicago, Illinois, April 29, 1949

Referring to agreement, signed this date, between employes represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers Conference Committees, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employe in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with  $1\frac{1}{4}$  basic days.
3. An employe in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with  $1\frac{3}{4}$  basic days.
4. An employe in yard service working 12 hours will be credited with  $1\frac{1}{2}$  basic days.
5. An employe in freight service, run-around and paid 50 miles for same, will be credited with  $\frac{1}{2}$  basic day.
6. An employe in freight service, called and released and paid 50 miles for same, will be credited with  $\frac{1}{2}$  basic day.
7. An employe in freight service, paid no overtime or other allowances, working as follows:

1st trip	150 miles
2nd trip	140 miles
3rd trip	120 miles
4th trip	150 miles
5th trip	<u>140 miles</u>
	700 miles

will be credited with seven basic days.

8. An employe in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.

9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.

10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with  $1\frac{1}{8}$  basic days.

13. An employe in freight service, deadheading is paid 50 miles for same, will be credited with  $\frac{1}{2}$  basic day.

14. An employe is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.

15. An employe is allowed one hour as arbitrary allowance, will be credited with  $\frac{1}{8}$  basic day.

- A. JOHNSTON, Grand Chief Engineer  
Brotherhood of Locomotive Engineers
- C. S. GOFF, Asst. President  
Brotherhood of Locomotive Firemen and Enginemen
- R. O. HUGHES, Vice President  
Order of Railway Conductors
- A. F. WHITNEY, President  
Brotherhood of Railroad Trainmen
- A. S. CLOVER, Intl. President  
Switchmen's Union of North America
- D. P. LOOMIS, Chairman  
Western Carriers' Conference Committee
- H. A. ENOCHS, Chairman  
Eastern Carriers' Conference Committee
- H. H. BENTON, Chairman  
Southeastern Carriers' Conference Committee

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**Article 7 - Pooling of Cabooses  
(May 25, 1951 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:

(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, 1951.

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MEMORANDUM OF AGREEMENT between the Chicago, Burlington & Quincy Railroad Company, hereinafter called the "Carrier" and the Brotherhood of Railroad Trainmen, hereinafter called the "Organization."

In disposition of all the issues involved in connection with the Union Membership notice served upon the Carrier on January 30, 1951, by the Organization, under Section 6 of the amended Railway Labor Act, it is agreed that:

1. Within sixty (60) days following the first day of compensated service or sixty (60) days following the effective date of this agreement, whichever is later, each employee who is subject to the provisions of the collective agreement between the parties hereto, applicable to Road Trainmen, bearing date of December 1, 1941, or agreement between the parties hereto, dated December 1, 1941, applicable to yardmen and Switchtenders, shall as a condition of continued employment, become and remain a member of the Organization.

**Provided:** That this agreement shall not require such condition of employment in the case of employees to whom Organization membership is not available upon the

same terms and conditions as are generally applicable to other members, or in the case of an employee to whom membership has been denied or terminated for any reason other than failure of the employee to pay the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

**Provided Further:** That any employee who is subject to the provisions of said collective agreements need not become a member of or retain membership in the Organization party hereto if he shall hold or acquire membership in any one of the Railway Labor Organizations, national in scope, organized in accordance with the Railway Labor Act, and admitting to membership employees of a craft or class engaged in the services or capacities within the jurisdiction of the First Division of the National Railroad Adjustment Board. Any Road Trainman, Yardman or Switchtender, who is employed as such on the effective date of this agreement, who is not a member of a labor Organization, national in scope, organized in accordance with the Railway Labor Act as amended and admitting to membership Road Trainmen, Yardmen or Switchtenders, may, at the option of the Brotherhood of Railroad Trainmen, as a condition of continuing his employment, be required to become a member of the Organization party hereto, in conformity with the requirements of Section 1 hereof.

2. Upon receipt of a demand from the Organization party hereto, served in accordance with the requirements of Section 3 of this agreement, that an employee be removed from the Carrier's service for failure to pay the periodic dues, initiation fees or assessments referred to in Section 1 hereof, the Carrier will cause such action to be taken within thirty (30) days from the date of receipt of such demand (if it is not in the interim withdrawn) except in the case of an employee for whom replacement is not available or cannot be made available, in which case the employee referred to in the demand of the Organization may be continued in service until he can be relieved.

**Provided:**

(a) No such demand shall be served until thirty (30) days have elapsed after return to the Carrier's service of an employee who has been absent from duty following:

- (1) A properly approved leave of absence of thirty (30) days or more, or
- (2) Disability of thirty (30) days or more resulting from sickness or injury.

(b) No such demand shall be served until thirty (30) days have elapsed subsequent to the return of an employee to service in a class or craft covered by the collective agreements between the parties hereto who holds seniority therein, from employment in a supervisory or official capacity.

(c) No such demand shall be served at any time involving an employee whom the Carrier is required by State or Federal statute to retain in its service.

3. The demand for the removal of an employee from the Carrier's service under the provisions of Sections 1 and 2 hereof must be on the form attached hereto as Appendix 1. Such demands must be served upon the highest officer of the Carrier who is designated to handle claims and grievances involving employees represented by the Organization party hereto, and must be signed by that Organization's General Chairman.

4. Rules pertaining to grievances, discipline and investigations shall not be applicable to employees who are dismissed from the Carrier's service under the provisions of this agreement.

5. Neither this agreement nor any provision contained therein shall be used as a basis for time or money claims against the Carrier, nor shall any provision of any other agreement between the parties hereto be relied upon in support of any claim that may arise as a result of the application of this agreement.

The provisions of this agreement shall become effective August 16, 1951, and shall continue thereafter subject to automatic termination upon the serving of thirty (30) days' written notice by one party upon the other party.

Signed at Chicago, Illinois, this 16th day of August, 1951.

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN:

V. R. ROBERTS, General Chairman

FOR THE CHICAGO BURLINGTON, & QUINCY RAILROAD COMPANY:

J. E. WOLFE, Asst. to Vice President - Labor Relations

**Appendix 1  
Demand for Removal of an Employee  
from the Carrier's Service**

Mr. \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_ (ORGANIZATION) hereby demands of \_\_\_\_\_  
(CARRIER) that said Carrier remove \_\_\_\_\_ (EMPLOYEE) (Occupation) (Department)  
(Location) from its service for failure to become and remain a member of \_\_\_\_\_  
(ORGANIZATION) and for failure to hold or acquire membership in any one of the organizations described in the second proviso of  
Section 1 of the agreement of \_\_\_\_\_ (date), covering the subject of dismissal from service for failure to pay  
periodic dues, etc., and represents and warrants that membership in \_\_\_\_\_ (ORGANIZATION)  
has been, during the periods of time specified in said agreement, and is now available to said \_\_\_\_\_  
(EMPLOYEE) upon the same terms and conditions as are generally applicable to any other member thereof; and represents and  
warrants that membership of said \_\_\_\_\_ (EMPLOYEE) \_\_\_\_\_  
(ORGANIZATION) has been denied or terminated as of \_\_\_\_\_ (date), solely for the reason that said named employee  
has failed and now continues to fail to tender to said names Organization the periodic dues, initiation fees, and assessments (not  
including fines and penalties) uniformly required as a condition of acquiring or retaining membership in \_\_\_\_\_  
\_\_\_\_\_ (ORGANIZATION), as contemplated by the above referred to agreement of  
\_\_\_\_\_ (date).

Copy to \_\_\_\_\_

(Name of Employee Involved)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_ (ORGANIZATION)

By its \_\_\_\_\_

(SEAL)



**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 employes, 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 employes, 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, employes and the public. Watches that have been examined and certified by an authorized inspector must be used by:

**Group "A" Employes**

Trainmasters,	Enginemen,
Asst. Trainmasters,	Firemen,
Chief Dispatchers,	Train Baggage-men,
Train Dispatchers,	Yardmasters,
Road Foremen of Engines,	Asst. Yardmasters,
Asst. Road Foremen of Engines	Yard Engine Foremen,
Switchmen,	Conductors,
Switchtenders,	Trainmen,
Main Track Hostlers.	

**Group "B" Employes**

Roadmasters,	Water Service Foremen,
Asst. Roadmasters,	Water Service Repairmen,
Track Supervisors,	Signal Supervisors,
Track Foremen,	Asst. Signal Supervisors,
Asst. Track Foremen,	Signal Foremen,
Head Welders,	Leading Signal Maintainers,
Frog Welders,	Signal Maintainers,
Work Equipment Operators,	Chief Telegraph Linemen,
Master Carpenters,	Division Linemen,
Asst. Master Carpenters,	Telegraph Foremen,
B & B Gang Foremen,	All other employes who operate Track cars,
Asst. B & B Gang Foremen).	

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	21	"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	"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 15, 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" employees. 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 employees may present their watches to any conveniently located authorized watch inspector.

16. Employees 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

**ARTICLE 5 - VACATIONS - OF DECEMBER 18, 1953 AGREEMENT  
BETWEEN CARRIERS' CONFERENCE COMMITTEES AND COMMITTEE  
REPRESENTING THE BROTHERHOOD OF RAILROAD TRAINMEN**

Effective January 1, 1954, Sections 1 and 2 of the Vacation Agreement, dated April 29, 1949, in so far as they apply to the employees represented by the Brotherhood of Railroad Trainmen, and Section 9 of Agreement "A" of May 25, 1951, between the parties signatory hereto, shall be eliminated and the following substituted therefor:

Section 1. (a) - Effective July 1, 1949, 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.

(b) - Effective July 1, 1949, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having five or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the 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 five or more years of continuous service renders service of not less than eight hundred (800) basic days in miles or hours paid for as provided in individual schedules.

(c) - Effective January 1, 1954, each employee, subject to the scope of schedule agreements held by the Brotherhood of Railroad Trainmen, having fifteen or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the 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 fifteen or more years of continuous service renders service of not less than twenty-four hundred (2400) basic days in miles or hours paid for as provided in individual schedules.

(d) - In dining car service, for service performed on and after July 1, 1949 - each seven and one-half (7½) hours paid for shall be considered the equivalent of one basic day in the application of Sections 1(a), 1(b) and 1(c).

(e) - Calendar days on which an 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.

(f) - 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 eight hundred (800) basic days under Section 1(b) and twenty-four hundred (2400) basic days under Section 1(c).

(g) - Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an 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.

(h) - Beginning on the date Agreement "A" between the parties, dated May 25, 1951, became or becomes effective on any carrier, the following shall apply in so far as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Railroad Trainmen, are concerned:

(1) In the application of Sections 1(a), 1(b) and 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable yard and road rights shall be computed as 1.2 days for purposes of determining qualifications for vacation.

(2) Qualifying years accumulated, also qualifying requirements for years accumulated for extended vacations, prior to the calendar year in which Agreement "A" becomes effective, shall not be changed.

(3) The 60 and 30 calendar days referred to in Section 1(e) shall not be subject to the 1.2 computation provided for in Sections 1(a), 1(b) and 1(c).

**Section 2.** Employees qualified under Section 1 hereof shall be paid for their vacation as follows:

(a) An employee receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid  $1/52$  of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than six (6) minimum basic days' pay at the rate of the last service rendered.

(b) An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid  $1/26$  of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, 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 employee receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid  $\frac{3}{52}$  of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than eighteen (18) 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 employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Railroad Trainmen, are concerned:

### **Yard Service**

(1) An employee receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid  $\frac{1}{52}$  of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than five (5) minimum basic days' pay at the rate of the last service rendered.

### **Combination of Yard and Road Service**

(2) An employee having interchangeable yard and road rights receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid  $\frac{1}{52}$  of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken; provided

that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service, such pay shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

### **Yard Service**

(3) An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 of the compensation earned by such employee, under schedule 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 is taken, but in no event shall such pay be less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

### **Combination of Yard and Road Service**

(4) An employee having interchangeable yard and road rights receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than twelve (12) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay shall be not less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

### **Yard Service**

(5) An employee receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid 3/52 of the compensation earned by such employee, under

schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

### **Combination of Yard and Road Service**

(6) An employee having interchangeable yard and road rights receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid  $\frac{3}{52}$  of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than eighteen (18) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay shall be not less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

(7) With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by  $\frac{1}{6}$ th.

Creston, Iowa  
July 6, 1955

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

Dear Sir:

Referring to our discussion yesterday relative to application of Rule 79 with respect to trainmen holding temporary vacancy assignments who are displaced from their permanent assignments, when I referred to case of Brakeman Shaeffer and Brakeman Babb of the East Ottumwa Division which were handled along the lines discussed in conformity with understanding you had with former General Chairman Rasmussen some ten years ago, which is as follows:

A trainman holding a temporary assignment who is displaced from his permanent assignment must place on another permanent assignment at that time relinquishing the temporary vacancy, or he may continue to hold the temporary vacancy and exercise displacement privileges when permanent holder of the assignment returns to it, or when displaced by a senior trainman.

The added portion of the proposed application was made to cover the suggestion you made, and with it, if you concur therein, please affix your signature in the space provided below.

Yours truly,

/s/ V. R. ROBERTS, General Chairman, BRT

APPROVED:

/s/ J. E. WOLFE, Asst. Vice President

T-6-B-S3

D-468-763 (391)  
July 29, 1955

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

Dear Sir:

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. 391; 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 Brookhurst 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.

Request that you kindly affix your signature in the space provided below as acceptance of the disposition.

Yours very truly,

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

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

ACCEPTED:

/s/ J. E. WOLFE, Asst. Vice President, C. B. & Q. R.R. Company

General Chairmen of BLE, BLF&E and ORC&B concurred 8-3-55.

August 2, 1955

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

Dear Sir:

Please refer to the 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 Items 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 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,

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

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

ACCEPTED:

/s/ J. E. WOLFE, Asst. Vice President - CB&Q

/s/ F. H. BECKLEY, General Chairman, ORC&B

(T-2-M-357)

Chicago, Illinois  
September 28, 1955

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

Dear Sir:

In consideration of disposition of other cases in current Grand Lodge Officer Docket, it is agreed that in applying Mediation Agreement A-547 to work trains and snow plow trains, road crews handling snow plows in service road movements, may receive snow plow and buffer car or cars at the initial terminal first out and together on train yard track where placed by yard crew with balance of train received per Mediation Agreement A-547 provisions, and likewise may yard snow plow and buffer car or cars at final terminal on a train yard track in addition to yarding balance of train per Mediation Agreement A-547 provisions.

Yours very truly,

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

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

T4-A-17



**DUES DEDUCTION AGREEMENT**  
**between**  
**CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**  
**and**  
**EMPLOYEES IN**  
**TRAIN AND YARD SERVICE**  
**Represented by**  
**BROTHERHOOD OF RAILROAD TRAINMEN**  
**Effective June 1, 1955**

This agreement made this 15th day of April, 1955, by and between the Chicago, Burlington & Quincy Railroad Company, hereinafter referred to as the "Carrier", and its employe in train and yard service represented by the Brotherhood of Railroad Trainmen, 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 employe 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 Treasurer 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 employes in Train and Yard Service, 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 Treasurer 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 the first pay period of the month for which the statement specified in Section 2(a) is furnished. The following payroll 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 Treasurer 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 Treasurer of each lodge the balance due the Brotherhood of the amount deducted from the wages of the members listed by the respective Treasurers. 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 Treasurer 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 June 1, 1955 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 15th day of April, 1955.

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN:

V. R. ROBERTS, General Chairman

APPROVED:

W. M. DOLAN, Vice President, BRT

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

J. E. WOLFE, Assistant Vice President - Labor Relations

**WAGE ASSIGNMENT AUTHORIZATION**  
**BROTHERHOOD OF RAILROAD TRAINMEN**

To:  
Chicago, Burlington & Quincy Railroad Co.

I hereby assign to the Brotherhood of Railroad Trainmen 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 Treasurer of Brotherhood of Railroad Trainmen, 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 in train and yard service, represented by the Brotherhood of Railroad Trainmen, effective June 1, 1955, and I hereby authorize the Chicago, Burlington & Quincy Railroad Company, to deduct from my wages all such sums and remit them to the Treasurer of my local lodge of the Brotherhood of Railroad Trainmen in accordance 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 Brotherhood of Railroad Trainmen governing employes in train and yard service, whichever occurs sooner.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
BRT Lodge No.

\_\_\_\_\_  
Location

\_\_\_\_\_  
Date

**WAGE ASSIGNMENT REVOCATION**

**BROTHERHOOD OF RAILROAD TRAINMEN**

To:  
Chicago, Burlington & Quincy Railroad Co.

Effective \_\_\_\_\_, 19\_\_\_\_, I hereby revoke the wage assignment authorization now in effect assigning to the Brotherhood of Railroad Trainmen 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 June 1, 1955 between the Chicago, Burlington & Quincy Railroad Company and its employes in train and yard service, represented by the Brotherhood of Railroad Trainmen, 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

\_\_\_\_\_  
BRT Lodge No.

\_\_\_\_\_  
Location

\_\_\_\_\_  
Date

**BROTHERHOOD OF RAILROAD TRAINMEN**

T-6-B-97  
July 6, 1955

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

Dear Sir:

Referring to my letter of March 30 and yours of April 5, file T-6-B, concerning proposed application of Rule 79.

During several brief discussions of the proposed application, it has been developed that it needs some enlargement, and to meet those suggestions, wish to submit the following:

A trainman on layoff for vacation purposes, leave of absence, account illness or injury, or when restored to service following dismissal, will be permitted to displace a junior trainman from an assignment secured by bulletin that was posted and expired during the absence of the first-named trainman under the conditions set forth, and he must place on the assignment in question before performing other service when he returns from vacation or layoff.

A trainman will not be required to exercise displacement privileges within 30 days, if on layoff account illness or injury, but in such cases the thirty day period will begin from time approved for return to work by Company Medical Examiner.

If, with the additions made, the foregoing application has your concurrence, please so indicate by affixing your signature in the space provided below.

Yours very truly,  
/s/ V. R. ROBERTS  
General Chairman, B. R. T.

Approved:

/s/ J. E. WOLFE, Asst. Vice President

**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 11/2 c 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 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/ W. M. 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

T-7-D-122  
April 24, 1956

Mr. F. H. Beckley  
General Chairman, O.R.C.  
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 tied 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.

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.

**CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**  
**547 West Jackson Boulevard**  
**Chicago 6, Illinois**  
**March 15, 1956**

T-6-B-184

Mr. V. R. Roberts  
General Chairman, B. R. T.  
Creston, Iowa

Dear Sir:

This will refer to our discussion at conference on March 7 regarding displacement privileges of a trainman who is displaced from a temporary vacancy in passenger service.

I think we are in agreement that under the above referred to circumstances the displaced trainman has three options. They are:

(1) He may return to his permanent assignment or status he was in when he took the temporary vacancy; or

(2) He may exercise seniority on assignment that is open for a "bump"; or

(3) If he so desires he may displace a junior trainman who is holding another temporary vacancy in passenger service, provided he exercises whichever of the three options is available to him when he is displaced from the temporary vacancy in passenger service he had theretofore held, in conformity with the requirements of Rule 79.

Yours truly,

/s/ J. E. WOLFE

ACCEPTED:

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY  
AND  
BROTHERHOOD OF RAILROAD TRAINMEN**

The parties hereto mutually agree that:

1. All employes coming within the scope of agreements 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 agreements 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 agreements 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 agreements, and such person shall not be permitted to work or be reemployed by the Carrier in service coming under the rules and working conditions agreements 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. Compliance with the provisions of this agreement shall not be the basis for any time claims.

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 BROTHERHOOD OF RAILROAD TRAINMEN:

/s/ V. R. ROBERTS, General Chairman

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

/s/ J. E. WOLFE, Vice President - Personnel

December 9, 1957  
T-7-F

Mr. V. R. Roberts  
General Chairman, B. R. T.  
Creston, Iowa

Dear Sir:

Referring to your letter of November 22, 1957, and to discussion at conference on December 3 concerning payment to trainmen deadheading on other than trains.

This will confirm understanding reached that hereafter whenever trainmen are deadheaded by means other than on trains, in circumstances where deadhead payment accrues under Rule 67, payment will be made as if deadheading on a freight train.

Please acknowledge receipt.

Yours truly,

/s/ A. E. EGBERS

January 24, 1962

Mr. A. E. Egbers  
Asst. to Vice President, Operations  
(Labor Relations)  
C. B. & Q. Railroad Company  
Chicago, Illinois

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/ G. R. FIELD  
General Chairman, O.R.C.&B.

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

ACCEPTED:

/s/ A. E. EGBERS  
Asst. to Vice Pres., Operations (Labor Relations)



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 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 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

March 29, 1960

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

Mr. G. R. Field  
General Chairman, ORC&B  
Galesburg, Illinois

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

January 29, 1963

Mr. A. F. 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 Conductors' Schedule.

Yours truly,

/s/ G. R. FIELD  
General Chairman, ORC&B

/s/ V. R. ROBERTS  
General Chairman, BRT

**MEMORANDUM OF AGREEMENT**  
**Between**  
**CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**  
**and**  
**BROTHERHOOD OF RAILROAD TRAINMEN**

In an endeavor to obviate some of the disputes that arise under Rule 75(a) as to whether or not an assignment is annulled on basis of a snow blockade, the following understanding will hereafter apply:

An annulment of a freight assignment account alleged snow blockade will not be considered as coming within the exceptions of Rule 75(a) if there is snow plow equipment at the terminal of an assigned crew. It is understood that where the trackage of an assignment is blocked by snow requiring the use of a rotary snow plow, this provision will not have application unless such rotary snow plow is available at the location involved.

In the application of the foregoing, if the snow plow equipment is used in other territory out of the same terminal, it will not be considered available unless it is also available for use out of the terminal over territory of the assignment annulled within twelve hours following regular leaving time of such crew.

It is understood an assigned crew may use a snow plow in conjunction with their regular assignment.

Signed at Chicago, Illinois, this 15th day of August, 1963.

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN:

/s/ V. R. ROBERTS  
General Chairman

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD:

/s/ A. E. FGBFRS  
Asst. to Vice Pres. – Operations  
(Labor Relations)

**MEMORANDUM OF AGREEMENT**  
**Between**  
**CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**  
**and the**  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**  
**BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS**  
**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 is 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 employees 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: Employees 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. Employees 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

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

FOR THE CARRIER:

/s/ A. E. EGBERS, Asst. to Vice President - Operations 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 month's 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 - Operations (Labor Relations)

**AGREEMENT**

This Agreement made this 25th day of June 1964, by and between the participating carriers listed in Exhibits A, B and C attached hereto and made a part hereof and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America.

IT IS HEREBY AGREED:

ARTICLE I. PAID HOLIDAYS

Section 1.

Holiday provisions currently applicable to regularly assigned and extra yard ground service employees (conductors (foremen), brakeman (helpers), switchtenders and car retarder operators) are unchanged, except in the following respects:

(a) Add the following provision to be applicable to the qualifying conditions for extra yard service employees:

For purposes of this Agreement. the work week for extra yard service employees shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

NOTE: This work week shall not be applied to extra yard service employees who have scheduled days off other than Saturday and Sunday,

in which event the same principles outlined above will apply in determining the work days immediately preceding and following the holiday.

(b) Substitute the following provision in lieu of existing rules governing payment for service rendered on the seven specified paid holidays:

Yard service employees who work on any of the seven specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

## SECTION 2.

The following provisions shall apply to regularly assigned engineers, firemen, hostlers and hostler helpers represented by an organization party hereto in yard service, and regularly assigned road service employees paid on a daily basis:

(a) Each regularly assigned engineer, fireman, hostler and hostler helper represented by an organization party hereto in yard service, and each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays when such holidays fall on the assigned work day of the work week of the individual employee:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Decoration Day	Christmas Day
Fourth of July	

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

NOTE: When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) Any of the employees described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

(c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, cancelled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday, and the holiday falls on a workday of his assignment. If the holiday falls on the last day of an employee's work week, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first work day of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

(d) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the work day of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless regularly assigned employee fails to qualify under

paragraph (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.

(e) That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the seven holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply.

(f) As used in this rule, the terms "workday" and "holiday" refer to the day to which service payments are credited.

### SECTION 3.

The following provisions shall apply to extra engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters that confine exercise of seniority to a particular yard or yards:

(a) Extra engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters which confine the exercise of seniority to a particular yard or yards, who meet the qualifications provided in paragraph (b) of this Section 3 shall receive one basic day's pay at the pro-rata rate on any of the following holidays:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Decoration Day	Christmas Day
Fourth of July	

if any of the above-designated holidays falls on a work day of the work week as defined in paragraph (c) hereof.

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, an extra yard service employee must:

(1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or

(2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or

(3) if such employee cannot qualify under Section 3(b)(1) or (b)(2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days.

NOTE: For the purpose of Section 3(b)(1), (2) and (3), an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform other service within that yard in accordance with rules and practices on the carrier.

(c) For purposes of this Section 3, the work week for extra yard service employees shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

NOTE: This work week shall not be applied to extra yard service employees who have scheduled days off other than Saturday and Sunday, in which event the same principles outlined above will apply in determining the work days immediately preceding and following the holiday.

(d) Any of the extra yard service employees described in paragraph (a) of this Section 3 who works on any of the holidays listed therein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

(e) As used in this Section 3, the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

NOTE 1: An employee subject to this Section 3 whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra service employee, and (2) he meets the qualifications set forth in paragraph (c) of Section 2 of the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an

extra yard service employee on any of the three qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

NOTE 2: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

## ARTICLE II. EXPENSES AWAY FROM HOME

### SECTION 1.

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular point for tying up crew) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

The provisions of this Section shall be made effective at a date no later than 30 days following the effective date of this Agreement.

### SECTION 2.

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in



Section 1 of this Article II) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$1.50.

NOTE: For the purposes of Sections 1 and 2 of this Article II, extra board employees shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

### ARTICLE III. SELF-PROPELLED MACHINES

#### SECTION 1.

The following shall govern the manning of self-propelled vehicles or machines by train service employees (conductors and brakemen) used in the maintenance, repair, construction or inspection work:

(a) Road Service: A conductor will be employed on on-rail self-propelled vehicles or machines when operating in main line territory, provided such machines are equipped with a drawbar and are operating under train orders.

NOTE 1: Self-propelled machines for the purpose of this Article means such equipment operated on rails.

NOTE 2: Drawbar means a device capable of being used in moving standard freight cars.

NOTE 3: Mainline territory means main line and branch lines in Road territory outside of switching limits but not spurs or the like.

NOTE 4: Train orders is used in the vernacular of train men as defined in the Operating Book of Rules.

(b) Yard Service - A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits

provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time a yard brakeman (helper) will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

## SECTION 2.

Rules or practices under which a locomotive engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work for which such machines are designated are retained.

## SECTION 3.

Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

## SECTION 4.

Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year

from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

#### SECTION 5.

Nothing contained in this Article III shall be construed to require the employment of engine and train service employees where not now required.

#### ARTICLE IV. PAY STRUCTURE - INEQUITY ADJUSTMENTS

Not reproduced.

#### ARTICLE V. COMBINATION ROAD-YARD

The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a common terminal point where a seniority roster for yard ground men is maintained.)

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the carrier seeks to discontinue will be considered, subject to the provisions of section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in section 5.

NOTE: The studies referred to in this Section 1 shall be conducted in the following manner:

Where a carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employees involved, advising the names of the carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study will begin. At anytime prior to the date the study is to begin, the representatives of the employees involved shall advise the carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the carrier. In either event, the results of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employees for the restoration of assignments that have been discontinued under the provisions of this Section 1.

2. The provisions of section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.

3. Road crews may perform any yard service at yards where yard crews are not employed.

4. Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.

5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.

6. No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated Assignments, etc.

7. Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.

8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under section 7 hereof.

9. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are compensated under the provisions of section 7 hereof

during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of section 1 of this Article.

11. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936, will not be entitled to retraining benefits.

#### ARTICLE VI. INTERDIVISIONAL SERVICE

The interdivisional runs issue shall be submitted to a committee, established on a national basis, of which the public members shall be Dr. George W. Taylor and Mr. Theodore W. Kheel. Procedures for mediation to a conclusion shall be established by the public members.

## ARTICLE VII. SETTLEMENT OF DISPUTES

Any disputes involving the interpretation or application of this Agreement shall be settled by the parties in accordance with the established procedures therefor, including the creation of Special Boards of Adjustment and other procedures of Section 3 of the Railway Labor Act.

## ARTICLE VIII. EFFECT OF THIS AGREEMENT

This agreement shall become effective upon ratification by all of the organizations signatory hereto except that upon such ratification the adjustments in rates of pay provided by Article IV shall be effective as of May 7, 1964, and the requirements of Section 1 of Article II with respect to the furnishing of suitable lodging or an equitable allowance in lieu thereof shall be made effective at a date no later than 30 days following such ratification.

This agreement is in settlement of the dispute growing out of notices served by the carriers listed in Exhibits A, B, and C on or about November 2, 1959, and by the organizations signatory hereto on September 7, 1960, as implemented by notices of April 6, 1961, not including issues disposed of by the Award of Arbitration Board No. 282, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, except that rates for miles in excess of those comprising the basic day shall remain unchanged until January 1, 1968.

This agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented respectively by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, as heretofore stated; and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

ARTICLE IX.

This agreement is subject to approval of the Courts with respect to Carriers in the hands of Receivers or Trustees.

Signed this 25th day of June, 1964.

(Signatory parties not reproduced.)



**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 I

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 I, 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 I, 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 member 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, ERT

FOR THE CARRIER:

/s/ A. E. EGBERS, Asst. to Vice President –  
Operations (Labor Relations)