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of the

UNITED TRANSPORTATION UNION

and

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

AND IS LOANED TO

NAME	OCCUPATION
<i>H. C. Brown</i>	<i>Agent</i>

who agrees to return it when called for, or upon leaving the service, or, failing to do so, authorizes the deduction of \$5.00 from wages due.

# **GENERAL LABOR AGREEMENT**

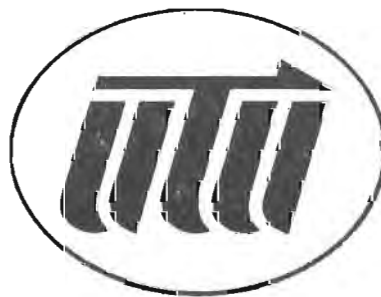
*by and between*

**CHICAGO, MILWAUKEE, ST. PAUL AND  
PACIFIC RAILROAD COMPANY (LINES EAST)**



*and the*

**UNITED TRANSPORTATION UNION**



Governing Rates of Pay and Working Conditions for  
Conductors, Brakemen, and Switchmen Effective January 1, 1973.

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## PART I

The Articles of Part I of this Agreement are applicable to all crafts and classes of road service and yard service employees.

### GENERAL LABOR AGREEMENT

by and between

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (LINES EAST)  
(hereinafter called the "Carrier")

and the

UNITED TRANSPORTATION UNION  
(hereinafter called the "Union")

WITNESSETH:

#### ARTICLE 1 — AGREEMENT-OBJECT-DURATION OF

It is recognized that the welfare of the employees who are members of the Union depends upon the welfare of the Carrier, which in turn, is dependent upon the good will and the patronage of the shippers and the community served. Since these mutual advantages can be only gained by giving the highest type of service, the Union agrees to exert every effort to raise the standards of ability and efficiency of its members, in order that the employees may become more proficient in their work to make the service of the Carrier more desirable. The Carrier and Union agree that they will cooperate with each other to promote harmony and efficiency among all employees.

The Carrier agrees to meet and treat with the duly accredited Union representatives selected in accordance with the Railway Labor Act and the Union's Constitution.

This Agreement supersedes the previous agreements for conductors, brakemen, and switchmen but does not supersede the local agreements listed in Part IV.

It is also agreed that the parties will be governed by a savings clause; i.e., that any misprints, errors, unintentional omissions, or other agreements not amended will be governed by the original documents as were in effect before the codification of this Agreement.

The Agreement below containing four parts will become effective January 1, 1973, and shall remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois, this first day of November, 1972.

For The:

UNITED TRANSPORTATION UNION



E. L. Dirks, General Chairman



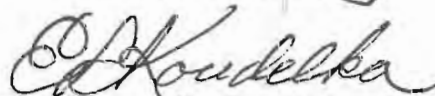
T. J. McGuire, Secretary of General Committee

For The:

CHICAGO, MILWAUKEE, ST. PAUL AND  
PACIFIC RAILROAD COMPANY



L. W. Harrington, Vice-President  
Labor Relations



E. R. Koudelka, Assistant Director of  
Labor Relations

## ARTICLE 2 — ADDITIONS OR REVISIONS OF RULES

Agreed upon additions or revisions of any of these Articles will be posted on bulletin boards for a period of thirty (30) days and copies of same will be furnished to the general and local chairmen. To the extent such additions or revisions require substitute pages for the Agreement, the carrier will arrange for a sufficient number of printed substitute pages to provide a copy for all agreements in use.

## ARTICLE 3 — AGREEMENTS-LOCAL

Local agreements will not be made effective until after they have been approved by the General Chairman and the carrier's highest officer designated to handle matters and grievances with the Union's representatives.

## ARTICLE 4 — ALLOWANCE-AIR HOSE COUPLING

**Section (a)** Employees will not be required to handle safety chains, steam or air hose, where carmen are on duty.

**Section (b)** At terminals where carmen are on duty, employees will not be required to handle display signs or sweep coaches.

**Section (c)** When employees are required to couple or uncouple air, ~~steam~~ or signal hose, they will be paid the air hose allowance indicated in Article 78 and 117 in addition to all other earnings for the day. This arbitrary will apply to each employee in the crew regardless of which employee or employees performs the work.

This arbitrary will be paid only once during a trip or tour of duty. This arbitrary will not apply to coupling and uncoupling air hose:

1. Between engine and first car and between last car of cars picked up and first car of the cars to which pick-up is coupled.

**NOTE:** When holding onto a car or cars to make a pick-up, the coupling will be considered the same as picking up with light engine.

2. Between engine and caboose where caboose is handled light.

3. Between last car of the train and caboose.

4. When recoupling cars where cut has been made for road or grade crossing, or after having set out cars.

5. When coupling cars after having set out bad order car or cars.

6. At point of double when cars with air coupled together are on more than one track but necessary to double to put cars together.

7. Where coupling breaks after cars have been coupled and train started.

8. Nor will the allowance apply when uncoupling by "pulling the pin".

## ARTICLE 5 — ALLOWANCE — ATTENDING COURT, INQUESTS, ETC.

Employees attending court or inquests, under instructions from the Company, will be allowed the same compensation they would have earned had they remained on their regular assignment, plus actual expenses. Extra employees will be paid a minimum day, plus actual expenses. Money so earned shall be paid not later than the next regular pay day.

## ARTICLE 6 — CREW BOARD RECORDS

Employees whose duties it is to call yard and road crews will be required to keep a record of:

1. The time employees are called,
2. The time employees lay off, and
3. No answer to calls.

A review of the record of the above information covering crew board transactions for each 24 hours and/or crew board marking period will be made available to the local chairmen of the United Transportation Union upon request.

## ARTICLE 7 — CREW CONSIST, ROAD AND YARD SERVICE

### Section (a) ROAD CREW CONSIST (FREIGHT)

1. Train crews in all road freight service will consist of not less than one (1) conductor and two (2) brakemen.

### ROAD CREW CONSIST (PASSENGER)

2. Train crews on all passenger trains (except suburban service) of five (5) cars or less, will consist of not less than one (1) conductor and one (1) brakeman, and one (1) train baggageman. If no baggage is handled, train baggageman will not be required.

Train crews on all passenger trains (except suburban service) of six (6) cars or more, will consist of not less than one (1) conductor, two (2) brakemen, and one (1) baggageman. If no baggage is handled, train baggagemen will not be required.

**Section (b)** Subject to the protective provisions of Section (e) of this Article, the minimum crew consist, as provided in Section (a) above, may be reduced by one (1) brakeman on the following road assignments.

No. 173-184—Joliet-Delmar  
No. 90-97 Nahant to Dixon  
Nahant Stone Train  
Elkader Line Service (Marquette-Elkader)  
No. 365-368—Savanna-East Moline Patrol  
DeKalb Line Service (Now Elgin to DeKalb)  
No. 471-403-404-420 between Preston, Isinours and Caledonia  
No. 565-562—Markato-Farmington  
No. 98-99—Marion-Calmar  
Perry to Rembrandt  
Patrol between Hastings, Cannon Falls, Chemolite and Stillwater  
Ladd-Oglesby  
Marquette-Waukon  
No. 164-163—Austin-Mason City  
West Yard (Beloit) Shannon Patrol  
Exclusive Sleeping Car Sections of City Trains between Chicago and Omaha

Crews engaged in work and/or wreck train service. When freight pool crews are used in work or wreck trains service, two (2) brakemen will be used.

**Section (c) YARD CREW CONSIST**

A yard crew shall consist of not less than one (1) foreman and two (2) helpers, and yardmen will not be required to work with less than a crew so specified.

**Section (d)** Subject to the protective provisions of Section (e) of this Article, the minimum crew consist, as provided in Section (c) above, may be reduced by one (1) helper on the following yard crew assignments:

- One yard assignment at Wabasha, Minnesota
- One yard assignment at Clinton, Iowa
- Two yard assignments at Montevideo, Minnesota
- One yard assignment at Perry, Iowa—second crew only (when two engines are worked)
- One yard assignment at Madison, South Dakota
- One yard assignment at Mitchell, South Dakota
- One yard assignment at Channing, Michigan
- One yard assignment at Marquette, Iowa
- One yard assignment at Chicago (Bensenville)—Stock Run
- One yard assignment Sioux City, Iowa—2:30 PM Shop Engine if confined to West Yard

Yard crews engage in exclusive work and/or wreck train service. The crew will not be required to perform general yard and/or industrial switching unless such crew consists of a yard foreman and two (2) helpers.

**Section (e) 1.** Road brakemen and/or yardmen who establish seniority in their respective seniority districts on or prior to the effective date of this Article, shall be known and designated for the purpose of this Article as "protected employes."

2. A "protected employe" known and designated as provided in paragraph 1. of this Section, shall retain his rights to and obligations to protect road and yard service assignments (including all assignments in miscellaneous and unclassified road services and all assignments in transfer, belt line, and miscellaneous yard services) for which he is qualified, as provided by rules in effect on the day preceding the day this agreement becomes effective, to the extent that such positions are available to him in his seniority district, unless and until retired, discharged for cause, or otherwise removed from the Carrier's active working lists of road trainmen and yard brakemen or helpers by natural attrition; provided, that no such "protected employe" shall have any right to jobs or positions that the Carrier is not required to fill under the provisions of Section (b) and Section (d) of this Article if other employment in any classes of service, for which such employe is qualified, is available to him in his seniority district.

**Section (f)** This Article, which shall become effective April 22, 1968, is in full and final settlement of the notices served by the Union on July 1, 1965, and notices served by the Carrier on Decem-

notice. It shall be the obligation of the Carrier to deliver the said written notice of investigation to the accused either by U. S. Mail or by Carrier's own messenger. Telephone messages are not acceptable under this Article.

**Section (b)** The proper officer of the Company will hear any reasonable complaint made by an individual employe, or any complaint made by the authorized committee of the United Transportation Union representing same, provided due notice shall be given the Company in writing of the subject of complaint, and a special appointment made as to time and place same shall be considered.

**Section (c)** Employes continued in service or not censured pending an investigation of an alleged offense shall be notified within seven days after a Company Officer having authority to order an investigation has information of the offense of the charges pending. Within seven days thereafter, an investigation shall be held, and a decision shall be rendered within ten days after the investigation.

**Section (d)** Except as herein provided, an employe will not be held out of service prior to a fair and impartial investigation and subsequent written decision as provided by this Article, except for the following causes:

1. Violation of Rule "G" of the Consolidated Code of Operating Rules, or
2. Theft, or
3. Conduct in the performance of his job threatens the safety of other employes or interferes with the operation of the railroad.

Any employe held out of service contrary to the provisions of this Paragraph (d) shall be paid for time lost on the job from which removed for time so held out of service.

**Section (e)** Investigations are to be held in accordance with the provisions of Paragraph (c) of this Article. The Carrier will arrange to have present as witnesses those employes who are known or can reasonably be expected to know facts material to the subject matter of the investigation. The Carrier will notify any employe whom the man under charge or his representative desires as witnesses. In the event that it develops, during the course of the investigation, that there are employes who have knowledge of facts material to the subject under investigation who are not present, the employe charged or his representative may make request for such witnesses, stating what is expected to be developed from their testimony. Recess of the investigation will be granted unless it is obvious that the request for the recess is only made for the purpose of delaying the investigation. Where the employe charged or a material witness is unable to attend because of sickness or injury, the investigation may be deferred until such time as the employe charged or material witness is able to attend the investigation.

**Section (f)** Employes shall have the right to be present and represented at investigations with one or more duly accredited representatives of the United Transportation Union, who shall have the right to hear all oral and read all written testimony, and to bring out any facts in connection with the case. Only one of such representatives shall have the right to interrogate witnesses.

**Section (g)** Except as to records or documents or copies thereof which have been notarized, no oral or written statements or testimony taken at any time or place other than during the investigation will be recorded in the transcript, nor will it be considered as evidence by reviewing agencies, unless the person or persons, making such oral or written statement is present at the investigation to testify that the statement made is his, and the signature, if any, or the written statement is his, thereby giving either the Carrier's representative or Employes' representative an opportunity to interrogate such witness.

**Section (h)** True and correct stenographic records will be taken at all investigations held under this Article and a complete transcript of all proceedings in all cases shall be given to the representative upon request. The General Chairman of the United Transportation Union may have his own stenographer at any investigation if he so desires. In the event a question arises concerning the transcript of testimony, that taken by the Carrier's stenographer will be official transcript.



NOTE: It is understood the above also applies with respect to Safety Rules violations.

Section (i) Objections and the reasons therefor will be recorded in the transcript. The officer conducting the investigation will render a ruling and the reason therefor on the objection at the time.

Section (j) Investigations will not be conducted for more than six (6) hours in a calendar day exclusive of short recesses which will be granted.

Section (k) When possible, efforts will be made to hold investigations at a time and place which will be convenient for the man involved. A reasonable postponement will be granted when necessary to arrange for a representative of the employe's choice.

Section (l) The contents of the investigation transcript will be the basis for assessing discipline. Neither the officer conducting the investigation nor reviewing agencies may consider evidence not obtained in accordance with Paragraph (g) of this Article. If the testimony adduced at the investigation fails to sustain the specific charges which were preferred, the employe under investigation shall be exonerated.

Section (m) If discipline is assessed a reasonable explanation will be given based on the contents of the investigation transcript.

Section (n) In case the suspension, dismissal, or record entry is found to be unjust, the employe involved shall have the entry removed from his record and, if suspended or dismissed, he shall be reinstated and paid for all time lost.

Section (o) Any suspension assessed against an employe shall be regarded as effective from the first day held out of service.

Section (p) Employes required to attend investigations, who are not at fault, will be paid for time lost. If required to leave their terminal to attend an investigation and they are found not to be at fault, and no actual time was lost, they shall be paid one minimum day for each calendar day involved, at their established rates of pay.

Section (q) Employes required to attend investigations or act as witnesses on their layover days or rest days, where they are not at fault, will be paid for the time so held with a minimum of two hours at their established straight time rates of pay.

Section (r) Reinstatements of discharged employes on a leniency basis with seniority rights unimpaired, shall not be permitted except by agreement between the General Chairman of the United Transportation Union and the General Manager.

#### ARTICLE 10 — DUES DEDUCTION

Section (a) Subject to the terms and conditions of this Article the Carrier shall periodically deduct and withhold from the wages of the employes subject to this Article, who acquire and maintain membership in the Union amounts equal to the monthly membership dues, initiation fees, assessments, and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Union and shall pay the amount so deducted and withheld to the designated Treasurer of the various locals of the Union; provided, however, that this requirement shall not be effective with respect to any individual employe until the Carrier shall have been furnished with a written wage assignment authorization to the Union of such membership dues, initiation fees, assess-



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, and show all information called for.

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.

Both the wage assignment authorization and the revocation of the wage assignment authorization forms shall be provided at the expense of the Union and shall be subject to approval by the Carrier.

The Union 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 Manager-Payroll Accounting at Chicago, Illinois.

**Section (b) 1.** The Treasurer of each local of the Union shall furnish to the Manager-Payroll Accounting of the Carrier, not later than the fifteenth of each month, a certified statement in triplicate showing the name, working number, payroll number, the division on which employed, and the 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.

2. The deductions will be made from the wages earned in the second pay period of the month only. Employee deduction authorizations must be in the office of the Manager-Payroll Accounting of the Carrier not later than the fifteenth of the month in which deductions are to be made. The following payroll deductions will have priority over deductions in favor of the Union, as provided for in this Article:

- i Federal, state and municipal taxes and other deductions required by law, including garnishments and attachments.
  - ii Amounts due the Carrier.
  - iii Amounts due in payment for meal books and amounts due on watch and board and lodging deduction orders.
  - iiii Insurance and hospitalization premiums, other than insurance premiums referred to in this Article.
3. 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 and deducted in subsequent months.
4. No deductions will be made from other than the regular payrolls.

**Section (c)** This Article shall cease to apply to any employe who may be adjudicated bankrupt or insolvent under any Federal or State laws, and any wage assignment authorization given hereunder shall become void.

**Section (d)** In consideration of the services described above and to pay for the expense of administration, the Carrier shall retain from the sum of all deductions made in each month eight cents (8c) per member from whose wages a deduction is made in such month and will remit to the Treasurer of each local of the Union the balance due such local of the Union of the amount deducted from the wages of the members. The Carrier will make such remittance on or before the end of the month succeeding that in which deductions are made. The Carrier will, at the time of such remittance, furnish the Treasurer of each local with a list of the employes from whom deductions were made, showing the amount of such deductions. One copy of this statement only to be furnished the Union.

**Section (e)** Responsibility of Carrier under this Article shall be limited to remitting to the Union amounts actually deducted from wages of the employes pursuant to this Article, and the Carrier shall not be responsible to any employe for making deduction specified on a deduction list or for failure to do so. Any question arising as to the correctness of the amount listed and deducted shall be handled between the employe involved and the Union, and any complaints against the Carrier in connection therewith shall be handled by the Union on behalf of the employe concerned.

**Section (f)** The Manager-Payroll Accounting of the Carrier shall be furnished a list showing all locals, name and address and title of Union local officer to whom deductions made pursuant to this

Article are to be forwarded. The Union will also advise the Manager-Payroll Accounting of the Carrier of any changes in names, addresses and titles of officers to whom deductions are to be forwarded, such original list and advise of any changes to be in hands of the Manager-Payroll Accounting of the Carrier on or before the fifteenth day of the month in which deductions are to be made.

**Section (g)** No part of this Article or any other Article between the Carrier and the Union shall be used either directly or indirectly as a basis for any grievance or claim by or on behalf of any employe predicated upon any violation of, or misapplication or non-compliance with, any part of this Article.

**Section (h)** The Union shall idemnify, 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 Article.

ATTACHMENT "A"

WAGE ASSIGNMENT AUTHORIZATION

United Transportation Union

Manager-Payroll Accounting  
Chicago, Milwaukee, St. Paul  
and Pacific Railroad Co.  
343 Union Station Bldg.  
Chicago, Illinois 60606

I hereby assign to the United Transportation Union that part of my wages necessary to pay my monthly union dues, initiation fees, assessments and insurance premiums (not including fines and penalties, as provided for in the Dues Deduction Agreement entered into between the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and the United Transportation Union on June 30, 1971, and I hereby authorize the Chicago, Milwaukee, St. Paul and Pacific Railroad Company to deduct and withhold from my wages all such sums and remit them to the Treasurer of my local of the United Transportation Union 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 Agreements between the parties hereto, whichever occurs sooner.

My name is (print) \_\_\_\_\_  
(First Name) (Middle Name) (Last Name)

My Working Number is \_\_\_\_\_ My Payroll No. is \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Division on which employed)

\_\_\_\_\_  
(Position) (Work Location)

Date \_\_\_\_\_

ATTACHMENT "B"  
WAGE ASSIGNMENT REVOCATION  
United Transportation Union

Manager-Payroll Accounting  
Chicago, Milwaukee, St. Paul  
and Pacific Railway Company  
343 Union Station Bldg.  
Chicago, Illinois 60606

Effective .....I hereby revoke the wage assignment authorization now in effect assigning to the United Transportation Union 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 entered into between the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and the United Transportation Union on June 30, 1971, and I hereby cancel the authorization now in effect authorizing the Chicago, Milwaukee, St. Paul and Pacific Railroad Company to deduct and withhold such monthly union dues, initiation fees, assessments and insurance premiums from my wages.

My name is (print) \_\_\_\_\_  
(First Name) (Middle Name) (Last Name)

My Working Number is \_\_\_\_\_ My Payroll Number is \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Division on which employed)

\_\_\_\_\_  
(Position) (Work Location)

Date \_\_\_\_\_

**ARTICLE 11 — ELECTRIC HAND LANTERN**

**Section (a)** Employees will be furnished electric hand lantern upon depositing the actual cost thereof, not exceeding \$2.00 each.

**Section (b)** Deposit for a lantern secured from the Railroad may be made by depositing cash therefor or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.

**Section (c)** When an employee leaves the service, either voluntarily, by discharge, or by death, or those retaining employee relationship but not in active service, the lantern may be returned to the Railroad whereupon the amount of deposit made when the lantern was issued, not exceeding the amount of \$2.00, shall be refunded to the employee or his heirs.

**Section (d)** Replacement of lanterns will be made by the Railroad without cost to the employee under the following conditions.

1. When worn out or damaged in the performance of Railroad service upon return of the lantern issued by the Railroad.
2. When stolen while employee is on duty without neglect on the part of employee.
3. When destroyed in the performance of duty.
4. Employees will not be compelled to purchase a lantern from the Railroad but may purchase it from other sources of their own choice, provided, however, that any lantern so purchased must conform with the standards prescribed by the Railroad.

**Section (e)** The electric lantern, bulbs, and batteries must be of a standard prescribed by the Railroad and the lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

**Section (f)** The Railroad will maintain at convenient locations a supply of batteries and bulbs to be drawn by employees as needed to replace those worn out or broken without cost to the employee.

## ARTICLE 12 — EMPLOYMENT

**Section (a)** Applications for employment, if not satisfactory, will be rejected within sixty (60) days after date of first service; otherwise applicant will be considered accepted.

Rejection of an application within sixty (60) days after first service will not be considered a dismissal and no investigation will be necessary.

**Section (b)** Subject to the provisions of Section (a), seniority rights of employees shall commence with the date and time of day they perform service in their respective seniority districts.

**Section (c)** Employees leaving the service of their own accord forfeit all seniority rights and shall not be reinstated.

**Section (d)** Employees who leave the service will be given a letter, when requested, stating period of employment and capacity of which employed. When reference letters are filed with application for service, they shall be returned within 30 days after entering the service.

**Section (e)** Reduction in Forces.

1. When forces are reduced, employees will be laid off in the reverse order of seniority and will be notified in writing that they have been furloughed, copy of such notice to be furnished to the local Union representative.

2. When it is necessary to increase the force either temporarily or permanently, the Railroad Company will call back, in their turn, employees who have been furloughed account reduction in force. Employees who respond to notice to return to service, as prescribed herein, will retain the seniority date which they had prior to being furloughed. If, due to an emergency, it becomes necessary to use a junior man, he shall not be regarded as accumulating any working seniority rights other than he would have held if called back to his regular turn, and no claims for time shall be made by senior men.

3. Employees shall keep the management advised as to their address, and when called back to service will be required to report within fifteen days from the time they are notified by U. S. Registered or certified mail at their last known address. Unless excepted for good and sufficient reasons, employees who fail to report within the specified time, will forfeit their seniority rights. Good and sufficient reasons are understood to mean sickness or injuries.

4. Furloughed employees who are employed on other than their home division will establish and

accrue seniority from the date of their first pay trip in the territory covered by the second seniority roster. If recalled to service on his home division, he will have fifteen days in which to return and if he returns he will forfeit his seniority standing on the roster from which recalled. If he does not report for service on his home division within fifteen days from the date he is notified, he will forfeit his seniority on his former home division.

**Section (f) Leave of Absence.**

1. Subject to the provisions of paragraph 5., employees who are absent account of sickness or disability and employees who are on authorized leave of absence, shall retain their seniority rank and rights. Request for leave of absence for a period of more than thirty days must be in writing, and if granted, it shall be in writing and the local chairman so notified.
2. Employees shall not be granted a leave of absence for a period of longer than six months, except when serving on authorized Union work, or as may be provided by law for special agreements or in case of sickness of a member of such employee's immediate family.
3. In case of sickness or disability of an employee, leave of absence is not required.
4. Employees serving on authorized Union work shall, upon request, be granted a leave of absence.
5. Employees who are absent more than six months on account of sickness or injury, or sickness of a member of his immediate family, in order to retain seniority must furnish the Company with his current address and shall, upon request of either the Company or the Local Chairman, furnish a doctor's report of his condition or the condition of the member of his immediate family.
6. In the application of Section (f), 2., 3., and 5., an employee on a leave of absence on account of sickness or sickness of a member of his immediate family, shall, upon demand of the UTU's General Chairman, or Carrier, arrange and obtain physical examination by Carrier physician at the employee's expense to show that he must continue on leave of absence on account such sickness. Failure of the employee to properly protect his seniority under this provision will be cause for automatic forfeiture of seniority.

**ARTICLE 13 — EXAMINATIONS**

**Section (a) Re-examination of Company rules.**

Employees who are required by the Carrier to attend re-examination on rules will be compensated therefore at the straight time base rate of the last service performed for the actual time required to be present, computed from the time to report until released.

The above provisions are not applicable in connection with re-examination on rules required for promotion or required following return to service after absent from service for any reason.

The payment provided herein will not apply to any period of time for which the employees otherwise receive compensation.

**ARTICLE 14 — EXAMINATIONS — PHYSICAL**

**Section (a)** All physical examinations of applicants for service as employees shall be made without expense to the person examined, unless they shall pass such examination and be continued in the service not less than thirty days.

The entire fee for such examination shall not exceed \$3.00. The applicant shall be notified within thirty days of the result of his physical examination, and if not so notified, he will be considered physically qualified.

**Section (b)** When physical examination is conducted to ascertain the physical defects of employ-



ees, the physical defects so ascertained or revealed shall not act as a bar to continuing in service, provided such defects are not such as to render the employee unfit for satisfactorily performing his duties. Re-examination will be made without expense to the employees.

**Section (c)** Employees will be allowed two hours at basic pro-rata rate of last service performed when required to take biennial physical re-examinations. This will not apply to physical examination required and taken for any other reason during such two-year period.

#### **ARTICLE 15 — EXAMINATIONS — PHYSICALLY DISQUALIFIED**

**Section (a)** If an employee should be physically or visually disqualified or restricted from service by the Carrier's Chief Surgeon, and the employee believes that such disqualification or restriction is unwarranted, the employee, at his own expense, may consult a physician of his choice. If the employee's physician believes the employee's disqualification or restriction is unwarranted, the employee may, within thirty (30) days from date of notification of his disqualification or restriction, make written request for a consultation between the employee's physician and the Carrier's Chief Surgeon.

**Section (b)** If, after consultation as provided in Section (a), the two physicians disagree as to the physical or visual condition of the employee involved, they will select a third physician to be agreed upon by them, who shall be a practitioner of recognized standing in the medical profession and experienced in a disease or diseases from which the employee is alleged to be suffering. The neutral physician will examine the employee within a reasonable period of time and render a written report to the employee and the Carrier's Chief Surgeon within a reasonable period of time, not exceeding fifteen (15) calendar days after examination, setting forth his physical or visual condition and his opinion as to the employee's fitness to perform service in the class or craft in which he holds seniority. The neutral physician's opinion will be accepted as final. If the decision of the neutral physician does not confirm the previous disqualification or restriction, the employee will be permitted to return to the service from which removed and compensated for time lost as a result of the disqualification or restriction.

**Section (c)** If the employee fails to make written request for consultation between the employee's physician and the Carrier's Chief Surgeon within thirty (30) days from date of notification of his disqualification or restriction, by reason of delay encountered by the employee receiving his physician's report, that fact will not set aside the provisions of this Article except that if the neutral physician's decision does not confirm the previous disqualification or restriction, no compensation for time lost as a result of disqualification or restriction will be applicable to any period prior to the date of written request of the employee for a consultation between his physician and the Carrier's Chief Surgeon. Should the date of that written request exceed sixty (60) days from the date of notification to the employee of his disqualification or restriction, upon request by the Chief Surgeon the employee will make himself immediately available for physical examination. If such additional examination is re-

ferred to above in this section. If such re-examination finds the employee fit for service, he shall be restored to service immediately. There shall be no claim for time lost by an employee who is restored to service after a re-examination provided for in this section of the Article.

#### ARTICLE 16 — FUNERAL LEAVE

**Section (a)** In the event of death in the immediate family (mother, father, spouse, spouse's parents, children, step children, and the brother or sister of an employee), such employee shall be given up to two (2) days' leave to attend funeral services, and the employee shall be paid up to two (2) minimum days' pay during such absence.

**Section (b)** Notice of intended funeral leave must be given to the Carrier at least twenty-four (24) hours prior to the first day of absence, whenever possible.

**Section (c)** The employee must furnish proof of death and relationship to the Carrier prior to receiving payment as outlined in Section (a) of this Article.

**NOTE:** No funeral leave pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay, or on earned layover in road service, or on such rest days in yard service when not registered to work.

#### ARTICLE 17 — INTERCHANGE OF CARS AND TRAINS

**Section (a)** At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting carrier or deliver their over-the-road trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or without motive power and/or caboose.

**Section (b)** If road crews referred to in Section (a) of this Article are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

**Section (c)** At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

**Section (d)** If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

**Section (e)** Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in

providing the Committees involved with data and other information that will assist in resolution of work equities.

**Section (f)** The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Article.

This Article shall become effective 15 days after the date of this Article except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

### ARTICLE 18 — JURY DUTY

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

1. An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
2. An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
3. The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
4. No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

This Article shall become effective January 1, 1973.

### ARTICLE 19 — PAY DISALLOWED

**Section (a)** Employees shall be promptly notified in writing when pay is not allowed as per time slip and the reasons therefor.

**Section (b)** In instances where error is made creating a shortage in time allowance, pay certificates will be issued upon request.

### ARTICLE 20 — PAYROLL CHECK INFORMATION AND MAILING

**Section (a)** The Carrier will furnish the employees with certain information concerning daily earnings, substantially as covered in Exhibit "A". It is also recognized that the information covered in Exhibit "A", may not necessarily be furnished with the employee's pay check, but rather a few days later.

### EXHIBIT "A"

Payroll	Period			
		Mo.	Yr.	Half



**Section (b)** 1. Any employee represented by the United Transportation Union may have his pay check for train or yard service sent to his home address by giving written and signed notification to Manager-Payroll Accounting, Union Station Building, 516 West Jackson Blvd., Chicago, Illinois, 60606, with copy to his Superintendent. When making such request, the employee should clearly show his name, Social Security Number, division on which working, and his home address to which he desires the check mailed.

2. When request is so made, no request for cancellation of such arrangement will be made for a one-year period. All requests must be made during the first half of the month of December in any year, to be effective for not less than the next full calendar year. Requests to discontinue having the checks mailed to home addresses will also be in writing and handled in accordance with the conditions set forth in this paragraph.

3. In the event of change in home address during the course of the calendar year referred to, the employee involved will be responsible for notifying the Paymaster promptly concerning the change in such home address.

4. Carrier will assume no responsibility for failure of the U. S. Post Office Department to deliver this mail.

#### ARTICLE 21 — PILOT-RAIL DETECTOR CARS

When a rail detector car is in service testing rail within the yard limits of the following named yards:

Chicago	Mitchell
La Crosse	Aberdeen
Green Bay	Portage
Savanna	Minneapolis
Ottumwa	Janesville
Sioux City	Cedar Rapids
Austin	Council Bluffs
Faithorn	Mason City
Milwaukee	Terre Haute
St. Paul	Nahant
Madison, Wis.	Wausau
Dubuque	Bedford
Perry	

and a yardman pilot is utilized, it is agreed that this may be accomplished by employing a yardman pilot or by taking the senior yard helper from any yard assignment on duty and have him perform the pilot service, paying him the foreman's rate for the entire day, with the understanding the balance of the crew will not be required to perform switching during the period of time such senior helper is employed as a pilot on the detector car.

At stations other than those named above, the pilot service may be performed by road conductors in connection with the service performed by them on detector cars in territory outside yard limits.

It is also agreed that a road conductor may perform pilot service in connection with rail detector cars in any yard where rail detector cars simply pass through the yard and do not perform any rail detecting work within the yard.

Road conductors will be paid continuous time from the time of going on duty until registering in, even though they may be relieved at the yard limits by a yardman pilot.

#### ARTICLE 22 — PROMOTED TO OFFICIAL OR SUPERVISORY POSITIONS

**Section (a)** Employees who are promoted to an official or supervisory position by the Railroad Company, or employed as a salaried full-time Union representative, will retain their seniority service

rights, ranks, and privileges applicable thereto. In the event of failure to satisfactorily fill the position or desire to return to the service from which promoted, they may do so, provided they meet the physical requirements of the service.

**Section (b)** Employees on leave of absence to take a position representing the interests of the Railroad Company or the Union, will combine the length of service accrued while working in the position representing the interests of the Railroad Company or the Union with his years of service as an employee and will receive vacation credits under the provisions of the Vacation Agreements, as amended, on that basis.

**EXAMPLE:** Man works ten years as brakeman and ten years as Company Official, then returns to brakeman service. He would be considered as having accrued twenty years in service for vacation purposes.

**EXAMPLE:** Man works ten years as yardman and five years as full time representative of the Union, then returns to yardman service. He would be considered as having accrued 15 years in service for vacation purposes.

### **ARTICLE 23 — PROTECTION OF EMPLOYEES**

The enumerated articles contained in Article XIII of the January 27, 1972 Agreement and also the provisions of the Washington Job Protection Agreement dated May 21, 1936, will apply to affected employees.

### **ARTICLE 24 — RADIO AND USE OF COMMUNICATION SYSTEMS**

**Section (a)** It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Article. Existing rules to the contrary are hereby eliminated.

**Section (b)** On roads where rules now exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

**Section (c)** Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the forgoing specifications will be replaced by December 31, 1973 or their use discontinued.

**Section (d)** The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

**Section (e)** Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

**Section (f)** At locations where radio is used, sufficient frequency channels will be utilized to provide safe communication.

### **ARTICLE 25 — REPRESENTATION PRIVILEGES**

#### **Section (a)**

The right to make and interpret contracts, rules, rates of pay, and agreements for employees shall

be vested in the regularly authorized Committee representing the United Transportation Union.

**Section (b)**

The right of any member of the United Transportation Union to have the regularly authorized Committee of that Union represent him in the handling of his grievances, in accordance with the law of the Union, and the recognized interpretation of the General Committee making the agreement involved, is conceded.

**NOTE:** This rule does not contemplate or intend to prejudice the right of the officers of the Carrier to interpret the rules enumerated in this Agreement.

**ARTICLE 26 — RETARDER YARD-PERFORMING WORK**

**Section (a)** A yard track in a retarder or electronically operated yard will be "blocked" during the time road or yard crews are performing work on such track, so that cars will not be humped into the track being used by train or yard crews.

**ARTICLE 27 — RETIREMENT**

**Section (a)** The seniority rights of employees shall be terminated September 1, 1957, for all such employees who, on or before September 1, 1957, have attained the age of seventy (70) years.

**Section (b)** As to all employees who attain the age of seventy (70) years, subsequent to September 1, 1957, the seniority rights of all such employees, shall be terminated on the first day of the month following the month in which they attain the age of seventy (70) years.

**Section (c)** Neither this Article, nor any provision contained herein, nor any application thereof shall be considered or used as a basis for any time or money claims, against the Carrier.

**ARTICLE 28 — ROAD-YARD MOVEMENTS**

**Section (a)** Performing Service where Yard Crews are Employed.

Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc.: one straight pick up at another yard in the initial terminal (in addition to picking up train) and one straight set out at another yard in the final terminal (in addition to yarding the train); pick-up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled and connected in multiple; pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train; separate cars at crossings when yarding train; shove cars of train together where it has been separated because of crossings; move road engine with or without cars to permit yard crews to add or take off car or cars; and at point where roadmen have a regular caboos they may handle their own caboos without penalty.

**Section (b)** Road crews may perform any yard service at yards where yard crews are not employed.

**Section (c)** The foregoing is not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Article. There will be no change in work permitted or compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.

**Section (d)** Except as otherwise provided in this Article, at points where yardmen are employed, the following shall be considered yard work and shall be performed by yardmen at not less than yard rates:

1. The switching of all freight and passenger equipment operating exclusively within the defined switching limits.
2. The transfer of all freight and passenger equipment operating exclusively within the defined switching limits.
3. The handling of all construction, maintenance of way, work wreck trains, operating exclusively within the defined switching limits.
4. All pilot service required for yardmen operating exclusively within switching limits.
5. Flag protection for train and yard movements when required in general construction work or maintenance work within defined switching limits.

**Section (e)** A seniority roster for switchmen will be maintained for the following points:

1. Bedford, Terre Haute, Indiana.
2. Chicago, Faithorn, Freeport, Savanna, South Beloit 1/, Rockford, Illinois.
3. Calmar, Cedar Rapids, Clinton, Council Bluffs, Davenport, Nahant, Dubuque, Marquette, Mason City, Ottumwa, Perry, Sioux City, Iowa.
4. Austin, Hastings, Minneapolis, Montevideo, Red Wing, St. Paul, Wabasha, Winona, Minnesota.
5. Channing, Escanaba, Iron Mountain, Menominee, Michigan.
6. Kansas City, Missouri.
7. Aberdeen, Madison, Mitchell, Sioux Falls, South Dakota.
8. Eau Claire, Fond du Lac, Green Bay, Janesville, La Crosse, Madison, Menasha, Merrill, Milwaukee, New Lisbon, Portage, Oshkosh, Racine, Watertown, Wausau, Wisconsin.

1/ It is understood that South Beloit, Illinois and Beloit, Wisconsin has a single seniority roster which is commonly referred to as the Beloit roster.

**Section (f)** 1. The carrier agrees that in those terminals where there is a seniority roster for switchmen and the carrier, on the effective date of this Article, is using road crews to do part of the switching service, road men performing yard work shall receive pay on a minute basis for actual time worked at the yard rate of pay in addition to all other compensation earned on the trip.

2. It is further agreed that the carrier will not discontinue any yard crew assignment, without giving a notice and conducting a study as described in Section (g) if road men will be used to perform the remaining work of that yard crew assignment.

At any time that the employees' representative is of the opinion that there is sufficient yard work to justify the restoration of the yard crew assignment, under the procedures agreed to by the parties in Section (g), he may serve a notice to have a study made in accordance with those procedures.

**Section (g)** 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 assignment the carrier seeks to discontinue will be considered. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period.

**NOTE:** The studies referred to in this Section 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 any time 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 result 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.

2. Switching service in yards by road crews when a yard crew is not on duty, as a result of discontinuance of a yard crew assignment in accordance with paragraph 1, shall be paid for on the minute basis, to each member of the road crew.

3. If overtime accrues, under applicable road overtime rules, during the period switching is performed, such overtime payments will be made in addition to the payments required under paragraph 2 above.

4. Initial and final terminal delay rules for road crews shall not be disturbed by this Article, and will be paid for in addition to the payments required under paragraph 2 above.

5. Every employee deprived of employment as the immediate and proximate application of this Article, 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 percent 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.

The employees' representative may serve a notice after April 1, 1970 requesting that a study be conducted in accordance with the procedures outlined in Paragraph 1 of this Section of the yard work at Fond du Lac, Oshkosh, Watertown, and Freeport. If such a study shows that a yard crew should be restored, it will be restored and all provisions of the agreement effective the first day of February, 1970 will become immediately applicable. Until a study shows that the yard engine should be restored at any of these four points, the carrier may continue to operate as it is operating on the effective date of this Article.



## ARTICLE 29 — SENIORITY-JOINT (ROAD AND YARD)

**Section (a)** The ten-day provisions of the various so-called Dual Rights Agreements covering exercise of seniority from road to yard and vice versa may be changed by local written arrangements for a time shorter than the ten-day periods by arrangements between the Local Chairmen and the Superintendents.

1. C&M—Northern—Madison Road—Oshkosh—Fond du Lac Yard—Milwaukee Terminal—Janesville Yard—Madison Yard.
2. H&D East—River—Duluth—CV—Twin City Terminal Yard—La Crosse Yard.
3. Chicago Coach Yard—Chicago Freight Yard—Illinois Seniority District.
4. Terre Haute Road—Terre Haute Yard—Bedford Yard—Faithorn Yard.
5. Iowa East—Cedar Rapids Yard—Savanna Yard—Clinton Yard—Nahant—Davenport Yard.
6. Iowa Middle—West—Perry Yard.
7. Dubuque Road—Dubuque Yard—Marquette Yard.
8. Kansas City Seniority District West—Kansas City Yard.
9. Kansas City Seniority District—Middle—East—Ottumwa Yard.
10. R&SW Road—Racine—Rockford—Beloit Yard.
11. Wisconsin Valley Road—Wausau—Merrill Yard.
12. Superior Seniority District—Green Bay Yard.
13. La Crosse Seniority District—Portage—Watertown Yard.
14. H&D—Middle Seniority District—Montevideo Yard.
15. H&D West Seniority District—Aberdeen Yard.
16. I&D Seniority District West—Mitchell Yard.
17. I&D Seniority District East—Mason City Yard.
18. SM—I&M Seniority District—Austin Yard.
19. SC&D Seniority District—Sioux City Yard—Sioux Falls Yard.
20. SM—West—Madison, South Dakota Yard.
21. Conductors—La Crosse West—Wisconsin Valley.

## ARTICLE 30 — SENIORITY-JOINT (ROAD AND YARD) ROAD CONDUCTOR SERVICE

**Section (a)** Employees who are promoted road conductors, working under the dual rights agreements in yard service, will not be required to protect road conductor service, except in case of emergency.

**Section (b)** Emergency as outlined above is to mean when there is no promoted employee in road service available, including a road service employee who has waived his rights to conductor service, and including a promoted man working as road brakeman at the outlying point where the conductor is needed.

**Section (c)** In the event a yard service employee is required to perform road conductor service under the terms of Section (b) above, he will be relieved of such conductor service as soon as a pro-

## ARTICLE 31 — SENIORITY LISTS

**Section (a)** A correct seniority list of employees shall be furnished local chairmen January 1 of each year, and a copy shall be posted in a convenient place to which employees shall have access to at all times. A list shall also, each thirty days, be given the local chairmen showing all names removed from the seniority list and the reason for such removal; also a record of men on a leave of absence for thirty days or over.

## ARTICLE 32 — SICKNESS OR INJURY-COMPENSATION

**Section (a)** An employee injured while on duty will receive not less than a minimum day's pay. An employee taken sick while on duty, or relieved for personal reasons, will receive pay for the actual time worked.

## ARTICLE 33 — STATEMENTS-REVIEW

**Section (a)** When employees are questioned or required to give testimony concerning matters upon which they have already made statements of record, they shall be given an opportunity to review their former statements if they so desire before giving further testimony.

**Section (b)** All official papers which require Notary Public or court officers' approval, the expense will be paid by the Railroad Company.

## ARTICLE 34 — SWITCHING LIMITS JANUARY 27, 1972 AGREEMENT

Existing agreements are amended to read as follows:

The employees involved, and the carriers represented by the National Carriers' Conference Committee, 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:

**Section (a)** Except as provided in Section (b) 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 agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days' notice by the Carrier.

**Section (b)** Where, after the effective dates of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the Carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of this Article. Other industries located between such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefor to road or yard men. 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 rules governing changes in switching limits.

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 Section (b) 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 advertise to road service 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).

In the event no road employee elects to bid on the accumulated equalizing hours within the bulleted period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.

**Section (c)** This Article shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

**Section (d)** The foregoing is not intended to amend or change existing agreements involving predominantly full-time switching service performed solely by road crews at industrial parks located within the four-mile limit referred to in Section (b) hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

**Section (e)** At yard where switchmen are regularly employed and yard rates and rules prevail and the switching limits of switchmen are designated by yard limit signs in instances in which the yard limit signs are moved for safety, train protection, etc., the switching limit sign will be erected at the point the yard limit sign stood prior to being moved in order to maintain the same line of demarcation as between road and yard service.

In the application of Section (b) above, the following will apply:

1. Beginning January 1, 1956, road conductors and road brakemen will be offered an opportunity of working out the number of hours used by yard crews in serving new industries in road territory within four miles of yardmen's switching limits at the end of each two consecutive months period in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). The road conductors and road brakemen must then work out the number of hours due them within thirty days after the service has been offered to them and their failure to do so will constitute a forfeiture of the hours accumulated in that two consecutive months period by road conductors and road brakemen.

2. It is understood that any accumulation of hours which would be less than eight hours accumulated in the two consecutive months period which could not be worked out in yard service on the basis of an eight hour day will be carried over to the next two consecutive months period.

3. The superintendents and local chairmen in the territories involved will cooperate with each other in working out the details in applying this Article.

#### **ARTICLE 35 — TIME LIMIT ON CLAIMS**

**Section (a)** This Article applies to the handling of time claims of:

Conductors



**Section (b)** All claims (except claims for lost earnings in connection with discipline cases, and in that connection see Section (h) hereof) must be presented in writing by or on behalf of the employe involved to the Superintendent within ninety (90) days from the date of the occurrence on which the claim is based; otherwise the claim will be barred, but this shall not be considered as a precedent or waiver of the contentions of the United Transportation Union as to other similar cases.

**Section (c)** Claims presented in the manner outlined in Section (b) hereof must be allowed or declined by the Superintendent within ninety (90) days from the date of presentation. Claims not so declined shall be paid, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.

**Section (d)** Any claim disallowed by the Superintendent that is to be appealed must be appealed in writing by the UTU General Chairman to the Vice President-Labor Relations within one hundred and eighty (180) days from the date of Superintendent's decision; otherwise the claim will be barred, but this shall not be considered as a precedent or waiver of the contentions of the United Transportation Union as to other similar claims.

**Section (e)** Should any claim appealed to the Vice President-Labor Relations be disallowed by him, he must decline the claim within one hundred and eighty (180) days from the date of appeal; otherwise the claim shall be paid, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.

**Section (f)** Decision of the Vice President-Labor Relations shall be final and binding unless within one (1) year from the date of said officer's decision following conference, such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the claimant, or his duly authorized representative, and the Vice President-Labor Relations is so notified. The parties hereto may, by agreement in any particular case, extend the one year period referred to in this Section (f).

**Section (g)** The UTU General Chairman may amend claims to conform with his understanding of the rules pertinent to the issue, provided such amended claims have been initiated and appealed in accordance with the time limits hereinabove set forth.

**Section (h)** 1. This Section (h) is the only section of this Article that applies to discipline cases.

2. Discipline cases that involve claims for lost earnings shall be presented in writing by the UTU General Chairman to the Assistant Vice President Operations and General Manager (with copy to the Vice President-Labor Relations) within ninety (90) days from the date of the notice of discipline; otherwise the case will be barred, but this shall not be considered as a precedent or waiver of the contentions of the United Transportation Union as to other similar cases.

3. Decision of the Assistant Vice President Operations and General Manager in connection with discipline cases that involve claims for lost earnings shall be final and binding unless within one (1) year from the date of said officer's decision following conference, such request is disposed of on the property or proceedings for the final disposition of the request are instituted by the UTU General Chairman, and the Assistant Vice President Operations and General Manager is so notified.

4. This Article does not apply to discipline cases that involve a plea for leniency, and neither does it apply to discipline cases that do not involve claims for lost earnings.

**Section (i)** This Article does not apply to claims in connection with personal injury cases.

## ARTICLE 36 — TRAIN ORDERS

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 with train and engine service em-

ployes, except in emergency, nor will train and engine service employes be required or permitted to call the dispatcher or a telegrapher at another station for the purpose of taking train orders or blocking trains, except in emergency.

At points where there is no telegrapher employed, train and engine service employes will not be required nor permitted to block trains or to copy train orders, except in emergency, and it is concurrently understood and agreed that:

(a) Telephone conversation about work, and (b) telephone conversation about the probable arriving time of trains, and (c) at junction points, mine or spur tracks where telegraphers are not now employed, telephone check on over due trains will not be construed as a violation of this Article.

Emergency, as used in this Article, is defined as: storms, accidents, obstructions caused by wrecks, washouts, high water, slides and snow blockades, unusual delay due to failure of the fixed signal to clear; unusual delay to trains due to hot boxes, engine or other equipment failure, or 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.

### **ARTICLE 37 — TRANSPORTATION GRATUITY**

Employees covered by this Article and those dependent upon them for support, will be given the same consideration in granting free transportation as is granted other employees in accordance with Carrier's regulations.

### **ARTICLE 38 — UNION SHOP**

**Section (a)** In accordance with and subject to the terms and conditions hereinafter set forth, all employes of the Company now or hereafter subject to the rules and working conditions Articles between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such Articles, become members of the Union within sixty calendar days of the date they first perform compensated service as such employes after the effective date of this Article, and thereafter shall maintain membership in the Union; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months.

**Section (b)** 1. Every employe covered by the provisions of this Article shall be considered by the Company to have met the requirements of this Article, or as having been denied membership in the Union, unless the Company is advised to the contrary in writing by the Union.

2. Nothing in this Article shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions Articles.

**Section (e)** The seniority status and rights of employes furloughed to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this Article, but shall, within sixty (60) calendar days following resumption of employment, come under Section (a) of this Article.

**Section (f)** An employe, retired on disability annuity under the Railroad Retirement Act at an age earlier than 65 and who retains seniority until he reaches age 65, shall not have his seniority status and rights terminated by reason of non-compliance with the provisions of this Article. If the employe returns to active service, he shall, within sixty (60) calendar days following date of his return, come under Section (a) of this Article.

**Section (g)** Notice of non-compliance with the provisions of Section (a) of this Article by an individual employe shall be given by Certified Mail by the General Chairman (or designated representative) of the Union to the Vice President-Labor Relations of the Company not earlier than the expiration of the sixty (60) calendar day period from the date of employment in a craft or class of service covered by this Article, or resumption of employment as contemplated by Sections (c), (d), (e), and (f).

**Section (h)** 1. Termination of an employe's seniority rights and employment relationship with the Company due to alleged non-compliance with the provisions of Section (a) of this Article shall not be made without notice. The Union will notify the Vice President-Labor Relations of the Company, by Certified Mail, of any employe who it is alleged has failed to comply with the provisions of Section (a) of this Article. Upon receipt of such notice, the Company will, within ten calendar days of such receipt, so notify the employe concerned in writing by Certified Mail, or personal delivery, delivery to be evidenced by a receipt. An employe so notified who disputes the fact that he has failed to comply with the terms of this Article shall, within a period of ten calendar days from the date of receipt of such notice, request the Company in writing by Certified Mail, or personal delivery, delivery to be evidenced by a receipt, to accord him a hearing. Upon receipt of such request the Company shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employe in writing with copy to the Union by Certified Mail, or personal delivery, delivery to be evidenced by a receipt. The receipt by the Company of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Company is rendered.

The Company shall determine on the basis of the evidence produced at the hearing whether or not the employe has complied with the provisions of Section (a) of this Article, and shall render a decision within ten calendar days from the date that the hearing is closed, and the employe and the Union shall be promptly advised thereof in writing, by Certified Mail, or personal delivery, delivery to be evidenced by a receipt.

In the event the employe concerned does not request a hearing as provided herein, the Company shall proceed to terminate his seniority and employment under the Rules and Working Conditions Articles not later than thirty calendar days from receipt of the above described notice from the Union, unless the Company and the Union agree otherwise in writing.

2. Discipline rules contained in existing Articles between the Company and the Union will not apply to cases arising under this Article.

**Section (i)** 1. An employe whose service is terminated for non-compliance with the provisions of this Article shall be regarded as having terminated his employment relationship, except such termination will not be required to be effected until such time as a qualified replacement is available; however, this position on the roster will be changed to show him as being the youngest employe on the roster.

2. An employe whose services are terminated in accordance with the provisions of Section (h) hereof shall not thereafter be restored to the Carrier's service in any craft or class represented by the Union except as a new employe or as provided in Section (k) of this Article.

**Section (j)** Nothing in this Article shall require an employe to become or to remain a member of

the Union if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to render the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Article, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time.

**Section (k)** 1. If an employe's seniority and employment under the Rules and Working Conditions Articles is terminated by the Company under the provisions of this Article, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Union shall indemnify and save harmless the Company against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this Section shall not apply to any case in which the Company involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Company acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to the expense to the Company in defending suits by employes whose seniority and employment are terminated by the Company under the provisions of this Article.

2. An employe whose seniority and employment is terminated because of alleged non-compliance with the provisions of this Article and such termination of seniority and employment is subsequently determined to be improper, unlawful or unenforceable, the employe shall be returned to service with seniority rights unimpaired.

**Section (l)** 1. In the event the decision reached by the Company on the basis of the hearing held in accordance with the provisions of Section (h) hereof is not satisfactory to the employe or to the Union, it may be appealed in writing by Certified Mail, Return Receipt Requested, directly to the Vice President-Labor Relations of the Company. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Company shall promptly notify the other party in writing of any such appeal by Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within ten calendar days of the date the notice is received, and the employe and the Union shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested.

2. If the decision on such appeal is that the employe has not complied with the terms of this Article his seniority and employment under the rules and working conditions Articles shall be terminated within ten calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Company and the Union agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Union or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section (l) 3. below. Any request for the selection of a neutral person, as provided in Section (l) 3. below, shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person, except, however, in a case where the selection of a neutral is requested by the employe, beginning within ten calendar days of the date of the Carrier's decision on appeal, and continuing until decision is rendered by the neutral person, his position on the roster will be changed to show him as being the youngest employe on the roster.

3. If within ten calendar days after the date of a decision on appeal by the Vice President-Labor Relations the Union or the employe involved requests such officer in writing by Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the Vice President-Labor Relations or his designated representative, the Chief Executive of the Union or his designated representative, and the employe involved, or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Company, the Union and the employe involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator

shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Company, the employe and the Union shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Company and the Union; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Company, the Union and the employe.

4. The time periods specified in this Section may be extended in individual cases by written agreement between the Company and the Union.

5. In computing the time periods specified in this Article, the date on which a notice is received or decision rendered shall not be counted.

**Section (m)** No part of this Article shall be used in any manner whatsoever as a basis for a grievance or time claim by or on behalf of any employe; and no part of the schedule agreements covering rates of pay and working conditions shall be used as a basis for a grievance or time claim by or on behalf of any employe predicated upon an alleged violation, misapplication or non-compliance with any part of this Article.

**NOTE:** Any employe in service on the date of this Article who is not a member of a union as provided in Section (a) of the Union Shop Agreement and who will make affidavit he was a member of a bona fide and recognized religious group, on the date of this Article having scruples against joining a union, will, if he would otherwise be required to join a union under the Union Shop Agreement, be deemed to have met the requirements of the Union Shop Agreement if he agrees to and does pay initiation fees, periodic dues and assessments to the United Transportation Union.

## ARTICLE 39 — VACATIONS

Insofar as applicable to employees represented by the United Transportation Union, the Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1973, by substituting the following Section 1 for Section 1 as previously amended, substituting the following Section 2 for Section 2 as previously amended, and substituting the following Section 9 for Section 9 as previously amended:

**Section 1. (a)** Effective January 1, 1973, 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 effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than 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.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1 (a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

**(b)** Effective January 1, 1973, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two 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 two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1 (b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section (b) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having ten or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said ten or more years of continuous service renders service of not less than sixteen hundred (1600) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty or more years of continuous service renders service of not less than thirty-two hundred (3200) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.5 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.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifica-

(e) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1 (e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1 (e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

**NOTE:** In the application of Section 1 (a), (b), (c), (d), and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

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

(g) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1 (g) shall not be subject to the 1.1, 1.2, 1.3, 1.4, and 1.6 computations provided for in Section 1 (a), (b), (c), (d), and (e), respectively.

(h) 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 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 three hundred twenty (320) basic days under Section 1 (b), sixteen hundred (1600) basic days under Section 1 (c), thirty-two hundred (3,200) basic days under Section 1 (d) and four thousand (4,000) basic days under Section 1 (e).

(i) 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.

(j) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1 (a), (b), (c), (d) or (e) and (j) hereof.

(l) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967 (as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1 (a), (b), (c), (d), or (e) and (j) hereof.

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

#### General

(a) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation  $1/52$  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 (i) ) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

(b) Beginning on the date Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the United Transportation Union, are concerned:

#### Yard Service

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation  $1/52$  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 (1) ) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation 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 a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation  $1/52$  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 (i) ) 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 for each week of vacation 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 for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.



**NOTE:** Section 2 (b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

**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 employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

**Section 5.** The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

**Section 6.** Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

**Section 7. (a)** Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

**(b)** After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

**Section 8.** The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If any employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

**Section 9.** The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

**Section 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 Carrier's Conference Committees signatory hereto, or their successors; and the employee 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 employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railway Trainmen and Switchmen's Union of North America.

An employee 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 employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

**MEMORANDUM — Chicago, Illinois, April 29, 1949**

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 employee 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 employee 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 employee in yard service working 12 hours will be credited with  $1\frac{1}{2}$  basic days.

5. An employee in freight service, run-around and paid 50 miles for same, will be credited with  $\frac{1}{2}$  basic day.

6. An employee in freight service, called and released and paid 50 miles for same, will be credited with  $\frac{1}{2}$  basic day.

7. An employee in freight service, paid no overtime or other allowances, working as follows:

1st trip,	150 miles
2nd trip,	140 miles
3rd trip,	120 miles
4th trip,	150 miles
5th trip,	140 miles
	—
Total	700 miles

will be credited with seven basic days.

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

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

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

### ATTACHMENT 1 — CONTINUOUS SERVICE PROVISIONS

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

### ADDENDUM No. 1 — VACATIONS

1. Effective with the year 1961, employees, who have qualified under the provisions of the Vacation Article for an annual vacation of two (2) weeks with pay, will be permitted to take such vacation in two one-week periods, if they so desire.

2. Effective with the year 1961, employees, who have qualified under the provisions of the Vacation Article for an annual vacation of three (3) weeks with pay, will be permitted to take such vacation in two periods, if they so desire—one period of two weeks continuous time, and one period of one week or vice versa.

3. In view of permitting split vacations, it is understood the length of the entire vacation will be no greater than the length of vacation the employe is entitled to at the time the first portion of the vacation is taken.

4. Where an employe has elected to take his vacation in two periods and he is paid therefor on the basis of minimum basic days in accordance with the Vacation Article, such payment will be at the rate of the last service rendered prior to the start of each of the two vacation periods.

5. In the application of the Vacation Article to split vacations, to avoid loss of time by an employe at the end of his first vacation period, the number of vacation days in the first vacation period at the request of the employe may be reduced and adjusted in the second vacation period, and then, if necessary to avoid loss of time by the employe at the end of his second vacation period, the number of vacation days in the second vacation period at the request of the employe may be reduced and adjusted in the next year.

6. When employes are deadheaded to outlying points to fill split vacation vacancies, only the first and last deadhead will be paid on the entire vacation period in question, i.e., the first deadhead for going to fill the first portion of a split vacation will be paid for and the return deadhead from the

last portion of the vacation will be paid for. No return deadhead from the first portion will be paid nor will the going deadhead for the last portion be paid for on a split vacation.

### **ADDENDUM No. 2 — VACATIONS**

The Agreement dated March 10, 1960, effective January 1, 1961, covering split vacations is supplemented effective January 1, 1965, by the addition of the following paragraph:

Effective with the year 1965, employees who have qualified under the provisions of the Vacation Article as amended for an annual vacation for four (4) weeks with pay will be permitted to take such vacation in two periods, if they desire—(a) one period of two weeks continuous time and another period of two weeks continuous time, or (b) one period of three weeks continuous time and one period of one week or vice versa.

**NOTE:** Representatives of the Carrier and employees will cooperate in administering requests for change in vacation date, after the vacation is scheduled, if the request is for a good and sufficient reason and the requirements of the service will permit.

### **ARTICLE 40 — WELFARE-LOCKER ROOM FACILITIES**

**Section (a)** Employees will be furnished locker and washrooms with proper sanitary facilities at terminals reasonably convenient to the point where they go on and off duty. The same will be kept in a sanitary condition.

**Section (b)** Facilities will be provided at other points where employees go on duty or off duty consistent with conditions at those points.

**Section (c)** In complying with the above, it is understood that lockers for conductors and brakemen will be furnished only for employees who are not regularly assigned to a caboose.

**NOTE:** With reference regarding locker, washroom, and toilet facilities it will be the policy of the Carrier as to constructing the locker room and washroom facilities to follow the provisions of Chapter 25 of the State of Wisconsin Administrative Code captioned "Sanitary Facilities in Railroad Terminals and Caboosees", in all states through which they operate unless the state has a more restrictive code.

As to existing facilities, it is the intention of the Carrier to maintain them in a reasonable manner in the belief that with the cooperation of the employees using the facilities, good house-keeping practices will prevail.

The Carrier will provide signs at appropriate locations urging the cooperation of the employees to keep the facilities clean and to use the receptacles provided therein for trash and other refuse.

In the event that some problem with respect to locker rooms, washrooms, or toilet facilities is brought to the Carrier's attention, joint inspection will be arranged between the Superintendent and the local chairman upon request to determine if corrections in complained-of conditions are necessary.

### **ARTICLE 41 — WORK TRAIN SERVICE WITHIN SWITCHING LIMITS**

**Section (a)** Exclusive terminal work trains will be manned by yard crews and confined to work train service within the present designated switching limits.

**Section (b)** Other than set forth in local agreements applicable to road crews, such road crews will not be permitted to perform work train service within designated switching limits, except as provided for in the following five (5) sections.

**Section (c)** In an emergency when yard crews are not available.

**Section (d)** To perform connected or continuous work train service where the work originates outside and terminates inside of the present designated switching limits or vice versa. Connected or continuous service to be construed as work train service of either similar or identical character, not necessarily confined to any particular work train service.

**Section (e)** Under Section (d) road crews will be restricted to not in excess of three (3) hours work inside of the present designated switching limits during any one day. If more than (3) hours service in work train service is to be performed inside of the present designated switching limits during any one day, a yard crew will be used. If a road crew is used in excess of three (3) hours under such conditions, claim for a yard crew left unplaced will be allowed at pro rata rate for eight (8) hours.

**NOTE:** The three (3) hour period referred to in Section (e) to cover actual time consumed working and not to apply to incidental trips inside present designated switching limits for meals or picking up and/or setting out of cars.

**Section (f)** It is improper under this Article to require a road work train crew to perform a small amount of yard work train work on succeeding days to the extent that road crews have performed over a period of successive days yard work train work that could reasonably have been permitted to accumulate for performance as exclusive yard work train service by yard crews.

**Section (g)** A road work train crew may not be permitted to perform at a terminal where yard crews are employed the work of making up its train for the following day's work train service. When a work train has come into a terminal where yard crews are employed, it may rearrange the cars in its train, switch out and set off a car or cars from its own train, and/or pick up at any place or places in its train additional cars for use in road work train service provided it does not switch out from among other cars in the yard such car or cars to be picked up.

It is further agreed that in the event of unusual situations not coming within the provisions of this Article but with respect to the performance of work partly within and partly without a terminal where yard crews are employed, the local chairmen who are concerned with the road and the yard operations and the Carrier's division officers will confer and agree upon an orderly method of performing the work within the contemplation of this Article.

When the terms of this Article are complied with, there will be no claims from any of the employes.

#### ARTICLE 42 — YARD AND TRACK CONDITIONS

**Section (a)** All yard tracks and trackage in road territory will be cleaned as necessary twice each year. Safety hazards will be removed or corrected.

**Section (b)** Professional pest control programs will be used when necessary.

**Section (c)** The growth of weeds and vegetation immediately adjacent to the Carrier's tracks will be retarded to the fullest extent necessary to enhance the safety of employes.

**Section (d)** Switching leads will be salted or sanded, as necessary, during the winter season.

**Section (e)** Switches will be cleaned, oiled and serviced as necessary. Roadmen and switchmen will not be required to clean switches for other than their own use. Proper cleaning equipment will be made available.

**Section (f)** When a Local Chairman contends that the provisions of this Article are not being complied with, a prompt on-the-ground inspection will be made with the Division Superintendent and, when necessary, corrections will be made promptly.



## PART II

### Conductors and Brakemen (Road Service)

The Articles in Part II of this Agreement have reference to all classes and crafts of road service employees that include the following: road conductors, assistant road conductors, road pilots, road brakemen, road baggagemen, and road flagmen, except when reference is made to a specific class or craft.

#### ARTICLE 43 — ALLOWANCE-FREIGHT CARS-PASSENGER TRAINS

**Section (a)** When freight cars are handled in a passenger train, conductors and brakemen will receive the current rates per mile for the actual distance such cars are handled. If baggagemen are not required to assist in the work of handling freight cars, they will not be paid this allowance. This will not apply when freight cars that are equipped for passenger train service are handled unless local service is performed.

**Section (b)** When freight cars equipped for passenger train service, as referred to above, loaded with freight and handled under revenue freight billing are handled in a passenger train, the additional allowance will be applied to the employees to the same extent as when freight cars are handled in passenger trains. When baggage cars loaded with freight exclusively and handled under freight billing are handled in a passenger train, the additional allowance, as provided for above, will be paid to the same extent as when freight cars are handled in passenger trains.

#### ARTICLE 44 — ALLOWANCE-MAIL-BAGGAGE-FREIGHT

**Section (a)** Conductors, brakemen, or baggagemen who are required by proper authority to handle mail and/or baggage between the train and lock box or station building, or the reverse, at four stations or less, will be paid an additional allowance of \$2.00 per day. When required to perform the foregoing service at more than four stations, the additional allowance will be \$4.00 per day. The additional allowance provided for in this Section will be paid to the member of the train crew performing the service. In the event more than one employee is authorized to perform the service, similar allowance will be paid to such additional employee.

**NOTE:** It is understood that a trip commencing on one day and continuing through to the next day will be considered as being made on the day on which the trip is started, and payment will only be applied on one day in instances of this kind.

**Section (b)** In passenger service where commercial L. C. L. freight and/or Company material in excess of 2000 lbs. is loaded or unloaded during their trip brakemen will be paid local freight rates.

#### ARTICLE 45 — ALLOWANCE-MAIL (CONDUCTORS-FREIGHT SERVICE)

**Section (a)** On days when conductors on freight trains are required to handle Company mail to or from intermediate stations of their run, they will be compensated for such service at the rate of 75c per day or trip, such allowance to include handling such mail to and from the caboose.

**Section (b)** No compensation will be paid to conductors where Company pouched or packaged mail is handled from terminal to terminal without distribution at intermediate stations, unless required to handle to and/or from the caboose at initial and/or final terminal. Where conductor is required to handle to and/or from caboose at initial and/or final terminal, payment shall be as provided in Section (a).

**Section (c)** Payment hereunder will include all service performed in distributing Company mail.



Conductors will not be responsible for mail dropped off at stations where train does not stop, but will make every effort to see that mail is thrown off on station platforms.

**Section (d)** Conductors will not require their brakemen to perform any part of the work of handling or distributing Company mail on through or local freight trains.

**Section (e)** Conductors covered by this Article will not handle Company mail on freight trains requiring additional compensation as provided for herein unless specifically authorized by an officer or employe designated by the division superintendent.

**Section (f)** The provisions of this Article do not apply in any case where the only Company mail handled is that originated by members of the crew assigned to the train.

#### **ARTICLE 46 — ASSIGNED RUNS-LAY-OVER**

**Section (a)** Conductors and brakemen on assigned runs will be considered as released from duty and will not be censured for not being available during their lay-over unless notified that they will be needed.

**Section (b)** Conductors and brakemen on assigned runs, who are notified to be available for service during their lay-over away from home and are not used, thereby prevented from going home for the lay-over, will be paid one hundred miles at through freight rate.

**Section (c)** Concurrent with preceding Section (b) where there is no train service for them to go home, they will be allowed a minimum of twenty-five miles, with a maximum allowance of one hundred miles for each complete twenty-four hours held available, less the legal period off duty. Time to be computed from the time released from previous service until notified they will not be needed.

**Section (d)** The time allowance and basic principle, as contained in preceding Section (c) will apply when the assigned run lay-over is at home.

**Section (e)** Assigned conductors and brakemen who do not arrive at their terminal in time to come out on their regular run may run around pool crews so that they can reach their terminal in time to come out on their regular run the following day.

**Section (f)** If the required rest period at the terminal of conductors and brakemen assigned to regular runs in freight service prevents their leaving on scheduled time, the train will be held one hour, or more if consistent, to permit them to go out on their assignment.

#### **ARTICLE 47 — BAGGAGE CARS (CONDITION OF)**

**Section (a)** Baggage cars will be properly equipped with heating, lighting, and sanitary drinking water facilities. Ice or water cooling units will be considered a part of drinking water equipment.

**Section (b)** If the baggage cars have been reported as not being reported in a satisfactory condition as prescribed in Section (a), necessary repairs will be made promptly.

#### **ARTICLE 48 — BASIC DAY AND OVERTIME -- FREIGHT SERVICE**

**Section (a)** In all road service, except passenger service, one hundred miles or less, eight hours or less (straight-away or turnaround), shall constitute a day's work. Miles in excess of one hundred will be paid for at the mileage rate provided.

**Section (b)** On runs of 100 miles or less overtime will begin at the expiration of eight 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 3/16 of the daily rate.

**Section (c)** In all classes of service other than passenger, conductors' and brakemen's time will commence at the time they are required to report for duty and shall continue until the time they are released from duty.

**Section (d)** On all runs ranging between 90 and 100 miles, once over the road shall be called a full day. This will not apply to turn-around trip from a terminal to an intermediate point and return.

**Section (e)** Conductors and brakemen in main line freight service who have completed their regular assignment for the day, have arrived at their terminal, then required to make additional trip or trips, they will be paid for the additional service on the basis of a new day, subject to the application of Articles 88 and 97 (short turn-around article and unassigned service article). This will not be applicable to pusher-helper service, mine run, work trains and wreck trains, nor service performed by reason of accidental emergency, running to the terminal with disabled engine or for coal or water.

**Section (f)** Conductors and brakemen will be paid not less than a minimum of 100 miles for the day's work in freight or mixed trains, combination freight and passenger, on branch lines. Except as provided in Section (h) of this Article, when conductors and brakemen in branch line service perform service (either on or off the territory to which regularly assigned) in addition to the service of their assignment, they will be paid therefor actual time or miles, whichever exceeds, in addition to payment for their regular assignment, provided that when such additional service is performed prior to commencing, or after completing their assignment, they will be paid on the basis of a new day, except when the service is required by reason of accidental emergency.

When the regular assignment is exclusive passenger service, conductors and brakemen will be paid in accordance with the preceding Section for freight service performed other than on the territory to which regularly assigned.

**Section (g)** Actual miles, or fractions thereof, made between roundhouse and train yard or passenger station, running for coal or water and turning on wyes, will be computed with actual trip mileage, provided that such mileage will not be allowed when conductors and brakemen do not accompany the engine or train, nor when the time so engaged is paid for under any other Article.

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

**1. Payment:**

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

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

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

Overtime rate shall apply to the extra compensation only to the extent that the additional service results in overtime for the entire day or trip or adds to overtime otherwise payable for hours required for the regular trip.

**EXAMPLES FOR THE APPLICATION OF THIS SECTION (h) 1. ii. ARE:**

**A.** An employee in through freight service on a run of 100 miles is on duty a spread of 8 hours, including 2 hours of another class of road service—Employee will be paid 100 miles or 8 hours at pro

rata rate for the trip plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

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

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

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

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

2. This rule applies to:

- i. Unassigned and/or assigned road service.
- ii. Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty, on or off the territory of his assignment or service.
- iii. Passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

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

- i. Lap-back or side trip rules except when a combination of service includes work, wreck, helper or pusher service and such movements are made in the performance of work, wreck, helper or pusher service.
- ii. Conversion rules.
- iii. Terminal switching and/or special terminal allowance rules.

### ILLUSTRATIONS

1. During the course of their through freight assignment a branch line crew performs through freight service in addition to the service of their assignment. The employees shall be paid under Section (f) for the additional through freight service because there is no combination of service involved; therefore Section (h) is not applicable.

2. During the course of their way freight assignment a branch line crew performs way freight service in addition to the service of their assignment. The employees shall be paid under Section (f) for the additional way freight service because there is no combination of service involved; therefore Section (h) is not applicable.

3. During the course of their through freight assignment a branch line crew performs another class of road service. The employees shall be paid under Paragraph 1, ii. of Section (h) for all additional time required in the other class of road service—this because there is a combination of service involved; therefore Section (h) is applicable.

4. During the course of their way freight assignment a branch line crew performs another class of road service. The employees shall be paid under Paragraph 1, i. of Section (h) for the two or more

classes of road service—this because there is a combination of service involved; therefore Section (h) is applicable, and conductors on way freight assignments are not subject to the application of Paragraph 1. ii. of Section (h).

5. In the event a branch line crew stops outside station limits to load or unload cinders; ties; other track material; right-of-way crossing planks, fence posts, fencing, etc., this shall be considered as work train service performed in addition to the service of their assignment even though the train is not separated to accomplish such loading or unloading. If such work is performed during the course of his through freight assignment, the employees shall be paid under Paragraph 1. ii. of Section (h) for all additional time required in such work train service—this because there is a combination of service involved; therefore Section (h) is applicable. If such work is performed during the course of his way freight assignment, the employee shall be paid under Paragraph 1. i. of Section (h) for the two or more classes of road service—this because there is a combination of service involved; therefore Section (h) is applicable, and conductors on way freight assignments are not subject to the application of Paragraph 1. ii. of Section (h).

#### **ARTICLE 49 — BASIC PAY-PASSENGER SERVICE**

**Section (a)** One hundred fifty (150) miles or less (straight-away or turn-around) shall constitute a day's work. Miles in excess of 150 will be paid for at the mileage rates provided.

**Section (b)** 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.

**NOTE (1)** When a conductor-brakeman is ordered to perform extra or unassigned passenger service from a terminal, or intermediate point, to another terminal or intermediate point, he may again be used out of such terminal, or intermediate point, for unassigned passenger service and be compensated therefor on the basis of continuous time computed from time first required to report for duty until final release at the end of the last service trip performed, provided he is notified of such tour of duty prior to departure from the initial terminal. If such brakeman-conductor is not notified prior to departing from the initial terminal that he is to be used on a second trip out of the objective terminal and is later so used, he will be considered as having commenced a new day and paid accordingly.

**NOTE (2)** The provisions of the More than one Class of Service Article and Questions and Answers thereto shall apply to conductors in passenger service.

**NOTE (3)** The provisions of the More than one Class of Service Article and Questions and Answers thereto shall apply to brakemen in passenger service.

#### **ARTICLE 50 — CABOOSES**

**Section (a)** A conductor or brakeman will be allowed twenty-five (25) miles at the through freight rate of pay when required to furnish any supplies or equip a caboose for service, or transfer any equipment from damaged caboose, at terminals.

flooding equipment and

**Section (c)** Cabooses will be equipped with electric lights or Alladdin lamps, ice box, refrigerator unit (ice to be furnished by the Carrier), stoves, fuel, torpedoes, drinking water, paper cups, fuses, tools, and such other supplies as are required for the service. The present practice of drawing supplies on regular cabooses will be continued.

**Section (d)** Where road crews have regular cabooses and sleep in them—

1. The cabooses will be placed on caboose track promptly after arrival;
2. The cabooses will be taken from the caboose track for outbound departure as late as consistent with service requirements.

**Section (e)** Switching trains, or portions thereof, with cabooses at terminals will be confined to the practical minimum. Making up of trains onto cabooses will be restricted to the practical necessity.

**Section (f)** Pooled cabooses will be properly supplied and serviced at terminals.

**Section (g)** Locker and washroom facilities will be made available at the terminal where cabooses are pooled.

**NOTE:** When cabooses are pooled conductors and brakemen will be paid for deadheading on passenger train, the same as they were paid prior to the cabooses being pooled.

In the application of this Article, captioned "Cabooses" for conductors and brakemen, the following will apply:

1. The walls and floors of all cabooses shall be insulated.
2. The floors of cabooses shall be adequately cleaned at least twice each month.
3. The walls of cabooses shall be washed at least once each year.
4. Windows of cabooses shall be washed once each month, except during freezing weather.
5. Toilets in cabooses shall be cleaned and disinfected once each month.
6. During proper seasons of the year, doors of cabooses shall be equipped with adequate metal stripping.
7. Two windows (other than bay windows) on each side of each caboose shall be screened except when only one window is operative, in which case that window shall be screened.
8. Cabooses shall be equipped with a stove or other adequate means of heating, and shall be furnished with a sufficient amount of fuel for the trip.
9. Cabooses shall be provided with artificial light having intensity of not less than 22-foot candles on the desk.
10. A cushion drawbar caboose will be used on regular through freight trains operating between Chicago and Mobridge, Chicago and Council Bluffs, and Chicago and Kansas City, Chicago and Madison, Wisconsin, Chicago and Bedford, Indiana, Milwaukee and Kansas City, Milwaukee and Channing, Savanna and La Crosse, Savanna and Austin, Austin and St. Paul, St. Paul and Duluth, Marquette and Sioux Falls, Sioux Falls and Manilla.

#### **ARTICLE 51 — CALLED AND RELEASED (FREIGHT SERVICE)**

Conductors and brakemen called and released from their original call for any reason will be allowed 25 miles and stand first out; if released after reporting for duty they will be allowed 50 miles and stand first out. If held on duty to exceed two hours or their engine leaves engine track for train yard, one full day will be allowed and they will stand last out.



## ARTICLE 52 — CALLED AND RELEASED (PASSENGER SERVICE)

Conductors or brakemen called and released from their original call for any reason will be allowed 25 miles; if released after reporting for duty, they will be allowed 50 miles; thereafter they will be allowed pay for the actual time held computed from the time required to report for duty until released, with a minimum of one-half day or 75 miles at their classified rate of pay. If held more than five hours, one day or 150 miles will be allowed and they will stand out in their turn.

## ARTICLE 53 — CALLING TIME

**Section (a)** At terminal or division stations, where callers are employed, conductors and brakemen will be called as near as possible one and one-half (1½) hours before leaving time, provided they live within one (1) mile of the place where they take charge of the train or point where callers are maintained. If conductors and brakemen live more than one (1) mile, and less than one and one-half (1½) miles, they shall be called two hours before leaving time, provided they have a telephone. It will be permissible to call men within these limits by telephone and in case of failure to reach the man by telephone they will be called in the regular way. The caller's book shall state the leaving time of trains, and the men who are called shall in each instance register their names, together with the time at which they are called.

**Section (b)** This Article will not apply to passenger conductors and brakemen who start their trip at the originating point of the run between 7:00 a.m. and 10:00 p.m., but will apply to those who are on through runs that depart on the arrival of inbound trains.

**Section (c)** When conductors and brakemen are called, they will be notified of the service for which called. When called for work train service, they will be advised as to the number of days it is expected the work train will be out.

## ARTICLE 54 — CIRCUS TRAINS

Conductors and brakemen performing road circus train service will be paid classified through freight rate for the actual time or miles, whichever exceeds, with a minimum of one hundred fifty miles, computed from the time required to report for duty until released, including time engaged in loading, unloading and incidental switching. If the mileage is in excess of the minimum, or the time on duty exceeds ten hours and forty minutes, overtime will begin when the time on duty exceeds the miles run divided by twelve and one-half and will be paid for on the minute basis at three-sixteenths of the daily rate. If tied up twenty-four hours or more, one hundred miles will be allowed for each complete twenty-four hours, computed from the time released. This will only apply when circus trains stop to exhibit between terminals.

## ARTICLE 55 — CONVERSION RULE

**Section (a)** Conductors and brakemen in through or irregular freight service required to pick up and/or set off a car or cars at three or more points, or, when the time actually consumed in picking up and/or setting off exceeds one hour and thirty minutes in the aggregate for the entire trip during any one trip or tour of duty will be paid local freight rates for the entire service performed. The following shall not be considered picking up and/or setting off cars for the purpose of this Article.

1. Picking up or setting off cabins or caboose cars at initial or final terminal.
2. Picking up cars at first point or setting off cars at last point at which cars are picked up or set off respectively, within the initial or final terminal.
3. At foreign line junction points not exceeding four in number, when interchange cars only are picked up and/or set off.



4. Setting out defective cars at any point.
5. Doubling hills.
6. Setting out or picking up cars (but not setting out and picking up at the same point) for the purpose of adjusting the tonnage of the train to establish engine ratings.

Except as provided in Item (6) above, picking up and/or setting off cars at one point between the time train is stopped and the entire train is coupled up and ready to start shall constitute picking up and/or setting off cars at one "point" for the purpose of this Article.

**Section (b)** Conductors and brakemen required to do station switching will be paid local freight rates. Switching necessary in picking up cars will not be considered "station switching". Switching for the purpose of placing at loading or unloading places cars other than cars loaded with livestock or highly perishable freight, will be considered "station switching". If, in order to set out car or cars clear of main line, it is necessary to move from "spot" a car or cars that are set for loading or unloading, such car or cars will be replaced on "spot" and so doing will not be considered "station switching".

**Section (c)** In through or irregular freight service where commercial LCL freight and/or company material in excess of 2000 pounds is loaded or unloaded during their trip conductors and brakemen will be paid local freight rates.

**Section (d)** There shall be no conversion except as specifically covered by this Article.

#### ARTICLE 56 — DEADHEADING (FREIGHT SERVICE)

**Section (a)** Conductors and brakemen deadheading on Company's business will be paid therefor at the rate provided in Article 78 (Rate of Pay Article) for the class of service for which deadheaded (or from which deadheaded) on the basis of one-half mileage on passenger trains and full time or mileage on freight trains, on the following basis:

If the actual miles deadheaded, to which the freight rate applies, is: less than 25 miles, the minimum payment shall be 25 miles;  
if more than 25 miles and less than 50 miles, the minimum payment shall be 50 miles;  
if more than 50 miles and less than 75 miles, the minimum payment shall be 75 miles;  
if more than 75 miles and less than 100 miles, the minimum payment shall be 100 miles;  
if more than 100 miles, payment shall be on the basis of actual miles.

If the actual miles deadheaded to which the passenger rate applies, is: less than 50 miles, the minimum payment shall be 25 miles;  
if more than 50 miles and less than 100 miles, the minimum payment shall be 50 miles;  
if more than 100 miles and less than 150 miles, the minimum payment shall be 75 miles;  
if over 150 miles, payment shall be on the basis of one-half the actual miles.

Deadheading due to voluntary exercise of seniority will not be paid for.

Deadhead allowance will not be computed with compensation for actual service.

**Section (b)** When crews are ordered to deadhead, mileage will be allowed in accordance with preceding section. The first crew out will deadhead and stand first out, and will be paid overtime if the crew hauling the deadhead crew make overtime. When deadheading caboose and crew for service, the crew will go with the car. When the crew is deadheaded to an intermediate point, Article 96 (Tie-up not in Compliance with the Hours of Service Law) will not apply and deadhead allowance will not be computed with compensation for actual service.

**Section (c)** A conductor or brakeman ordered to or from road freight service by auto, truck, or bus on Company business, will be paid actual railroad mileage at through freight brakeman's rate.



if more than 50 miles and less than 100 miles, the minimum payment shall be 50 miles;  
if more than 100 miles and less than 150 miles, the minimum payment shall be 75 miles;  
if over 150 miles, payment shall be on the basis of one-half the actual miles.

**Section (b)** Conductors and brakemen on unassigned runs, deadheading on Company's business will be paid therefor at the rate applicable on the basis of one-half mileage on passenger trains and actual mileage on freight trains on the following basis, with a minimum of 125 miles when no other service is performed.

If the actual miles deadheaded, to which the freight rate applies, is:  
less than 25 miles, the minimum payment shall be 25 miles;  
if more than 25 miles and less than 50 miles, the minimum payment shall be 50 miles;  
if more than 50 miles and less than 75 miles, the minimum payment shall be 75 miles;  
if more than 75 miles and less than 100 miles, the minimum payment shall be 100 miles;  
if over 100 miles, payment shall be on the basis of actual miles.

If the actual miles deadheaded, to which the passenger rate applies, is:  
less than 50 miles, the minimum payment shall be 25 miles;  
if more than 50 miles and less than 100 miles, the minimum payment shall be 50 miles;  
if more than 100 miles and less than 150 miles, the minimum payment shall be 75 miles;  
if over 150 miles, payment shall be on the basis of one-half the actual miles.

**NOTE:** The rate per mile is subject to all subsequent increases.

**Section (c)** Deadheading due to voluntary exercise of seniority will not be paid for.

**Section (d)** A conductor-brakeman ordered to deadhead to or from passenger service by auto, truck, or bus on company business will be paid one-half mileage at the rate provided for in this Article. In the event no other service is performed the same date, the minimum as provided for in Sections (a) and (b) of this Article will be applicable. If such conductor-brakeman is ordered to deadhead by bus, he will be reimbursed for the bus fare. If a conductor-brakeman is requested by proper authority to use his own automobile, and he agrees, he will be paid therefor at the rate per mile paid officers and employees for using their own automobiles on company business.

**Section (e)** In calculating deadhead mileage, Milwaukee Railroad timetable mileage will be used.

**Question:** If a man was ordered to an outlying point to work, how would he be paid for deadheading if later displaced by a senior man?

**Answer:** He would be paid for deadheading in both directions. The senior man who displaced him would not be paid in either direction.

#### ARTICLE 58 — DETENTION TIME

**Section (a)** Conductors and brakemen 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 one-eighth 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.

**Section (b)** Should a conductor or brakeman 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.

**Section (c)** Payments accruing under this Article shall be paid for separate and apart from pay for the subsequent service or deadheading.

**Section (d)** For the purpose of applying this Article, the railroad will designate a home terminal for each crew in pool freight and in unassigned service.

**Section (e)** If a conductor or brakeman is deadheaded to other than home terminal for road service and no service is provided within twenty-four hours from the time called to deadhead, compensation will begin and will be paid for in accordance with the provisions of SECTION (a).

#### **ILLUSTRATIONS CONCERNING THE APPLICATION OF SECTION (a):**

1. Called to deadhead at terminal A 7:00 A. M., arrived at terminal E (away-from-home terminal) 3:00 P. M., called to depart from terminal E 6:00 A. M. Time payment would not accrue under the held-away-from-home-terminal Article, because service was provided within 24 hours from time called to deadhead at Terminal A.

2. Called to deadhead at terminal A 7:00 A. M., arrived at Terminal E (away-from-home terminal) 3:00 P. M., called to depart from Terminal E 8:00 A. M., arrived terminal A 6:00 P. M. Time payment under held-away-from-home-terminal Article, 7:00 A. M. to 8:00 A. M. one hour.

3. Called to deadhead at terminal A 7:00 A. M., arrived at Terminal E (away-from-home terminal) 3:00 P. M., called to depart from terminal E 8:00 A. M., arriving at terminal A 2:00 P. M. Time payment under held-away-from-home-terminal Article one hour, 7:00 A. M. to 8:00 A. M.

The purpose of these illustrations is to clarify that time payment under the held-away-from-home-terminal article does not accrue until after the expiration of 24 hours computed from time called to deadhead.

**Section (f)** When conductors and brakemen in assigned service are away from home owing to snow blockades or washouts, and the men remain subject to call, full time will be allowed, namely, one hundred miles for the first twenty-four hours and one hundred miles for each additional twenty-four hours, to be computed from the time released at terminal they are held.

**NOTE:** When a conductor or brakeman in assigned service does not reside at any terminal of the assignment, the terminal of the assignment where seniority is exercised will be considered his "home" for the purpose of applying SECTION (f) of this Article.

**Section (g)** This Article will apply to regularly assigned conductors and brakemen in freight service when called in advance of their regular leaving time to handle a train which is other than the normal consist of their regular assignment.

#### **ARTICLE 59 — DOUBLING HILLS**

**Section (a)** Conductors and brakemen in unassigned freight service doubling hills will be paid therefor as an arbitrary in addition to all other trip time allowances, the actual miles with a minimum of 25 miles for doubling hills, it being understood that this arbitrary allowance will be paid for each hill doubled, but with the further understanding that if crews in unassigned freight service make more than one double over the same hill, they shall not be paid the arbitrary for each double, but shall be paid actual miles with a minimum of 25 miles for whatever number of doubles are necessary to get over the one hill.

**Section (b)** Actual miles made in doubling hills by crews in regularly assigned service will be allowed, such mileage to be computed with actual trip mileage.

#### **ARTICLE 60 — EXAMINATIONS-CONDUCTOR**

**Section (a)** Where additional conductors are required, brakemen shall be given an opportunity, in their seniority order, to qualify for promotion to the position of a road service conductor. A brake-

man will be given not to exceed three opportunities to qualify for promotion to the position of conductor. When more than one brakeman is promoted in the same class, they shall rank as conductor in the same order as they rank with respect to each other as brakemen.

**Section (b)** Brakemen shall have the right to have the local representative present during the examination for promotion to conductor.

**Section (c)** Brakemen who are absent on account of sickness, disability or authorized leave of absence or suspended from service on account of discipline when examinations are held, will be privileged to take the examination for conductor upon their return to service, and if they pass the examination, they will take the same position on the conductors' seniority roster that they would have had if they were present when the conductor examination was originally scheduled to be held.

**Section (d)** If no brakemen are available to qualify for promotion, the Carrier may hire experienced conductors whose seniority as brakemen will rank from the date they make their first pay trip as conductor or brakeman, and will be permitted to work as conductor in accordance with the same date. Any brakemen who are senior but as yet not promoted, will, upon promotion, rank as conductor ahead of the mentioned hired conductor-brakeman.

**Section (e)** If a brakeman is reinstated with seniority rights unimpaired, and during his absence junior brakemen were promoted to conductor, the reinstated brakeman will be accorded the privilege of being promoted in accordance with the Labor Agreement, and if he qualifies as a conductor, such brakeman will stand as conductor with respect to those brakemen promoted during his absence as he stood with respect to them as a brakeman prior to being disciplined.

#### ARTICLE 61 — EXPENSES AWAY FROM HOME

In the application of Article II, Section 1 and Section 2 of the agreement of June 25, 1964, the following will apply and govern:

**Section (a)** When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal 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 and a meal allowance of \$2.00, and an additional \$2.00 meal allowance will be provided after being held an additional 8 hours.

Men in train or yard service called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points subject to the following additional conditions:

1. The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.
2. Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

**Section (b)** Lodging will be provided by the Railroad Company at the establishments listed in Attachment "A" in accordance with the type of accommodations listed thereon which are mutually satisfactory as of the date of this Article subject to the limitations expressed on Attachment "A" at Portage and Bensenville.

1. Single occupancy, one (1) employe to a room at one time, with hot and cold running water, wash basin, toilet and bath in room. Establishments in which such accommodations will be provided are indicated by the designation "A".
2. Two (2) single occupancy rooms with hot and cold running water, wash basin, toilet and bath



between the rooms. Establishments in which such accommodations will be provided are indicated by the designation "B".

3. Single occupancy rooms with wash basin, hot and cold running water, with bath and toilet facilities on the same floor.

4. Double occupancy room with two (2) beds for two (2) members of the same crew, with hot and cold running water, wash basin, toilet and bath in the room, connected to the room or on the same floor.

**Section (c) 1.** To meet the minimum requirements, all lodging establishments shall be reputable and clean. The accommodations will be equipped with a good bed and mattress, clean blankets, and linen will be changed after each occupancy. Soap and towels will be supplied. The rooms will be properly ventilated and shall be cooled or heated when climatic conditions require such cooling or heating. Lodging will be available to employes until they are called for duty.

2. Where Carrier-owned facilities are furnished, such facilities will include a reading room of sufficient space to accommodate the employes' requirements, and in addition, such facilities will have a sufficient number of easy chairs and reading lamps. Housekeeping service will be furnished by the Carrier.

**NOTE:** At Atkins, Iowa, where the Carrier maintains a bunkhouse, the single or double occupancy provisions of this Article are waived during the period the existing bunkhouse is in use. The road way leading to the Atkins bunkhouse will be kept in a passable condition. Telephone service will be available for emergency personal conditions.

**Section (d) 1.** Employes whose legal residence is at the away-from-home terminal of the run which they are working, and who are entitled to suitable lodging at such away-from-home terminal but who do not avail themselves of such lodging, will be allowed a lodging allowance and a meal allowance in the amount of \$3.50.

2. When the Carrier ties up an employe for four (4) hours or more at his away-from-home terminal, and he is then required to make a turnaround trip out of the away-from-home terminal and return to the away-from-home terminal, and he is again tied up by the Carrier for four (4) hours or more at the away-from-home terminal, he will be allowed lodging or lodging allowance, and a meal allowance, for each separate tie-up at the away-from-home terminal.

**Section (e) 1.** Employes requiring rest, under the provisions of Article 81 will not be disqualified for lodging or lodging allowance and meal allowance if they request rest for eight hours and would not have been used until the expiration of four (4) hours from the time of release. If they request rest for eight hours and they would have been used within four (4) hours from the time of release, they will not be allowed the lodging and meal allowance.

2. If an employe is called for work from the extra board located at a home terminal and deadheaded to an outlying point, and is tied up by the Carrier at the outlying point for four (4) hours or more prior to going on duty, he will be entitled to a meal allowance.

3. When an employe is tied up by the Carrier at a point where he is entitled to be furnished lodging or lodging allowance, and he is called on duty or deadheaded in less than four (4) hours from the time tied up, he will be so notified when he is tied up and will not qualify for lodging or lodging allowance or meal allowance. If the employe is not so notified and he is called on duty or deadheaded in less than four (4) hours, he will be entitled to lodging allowance, and a meal allowance.

**Section (f) 1.** If an employe is tied up for four (4) hours or more at a terminal or tie-up point, but the designated facility at which suitable lodging has been provided, in accordance with Section (b) hereof, has no room available and arrangements have not been made elsewhere for the overflow, the employe, if qualified to receive suitable lodging, will be allowed an equitable allowance of \$3.00, or actual expense, at a medium-priced establishment with suitable lodging facilities. The employe will also be allowed the meal allowance.



2. In the event an employe is tied up for four (4) hours or more at a terminal or tie-up point at which he is entitled to lodging, under the provisions of this Article at which suitable lodging has not been provided, he will be allowed an equitable allowance, in lieu of lodging, in the amount of \$3.00, or actual expense, at a medium-priced establishment with suitable lodging facilities. The employe will also be allowed the meal allowance.

**Section (g)** If lodging facilities provided by the Carrier are located more than one (1) mile from the off-duty point or on-duty point, and if city bus or trolley transportation is not available on at least a thirty (30) minute schedule, employes will be furnished transportation, without cost to the employes, between the lodging facility and the off-duty or on-duty point. Employes will be reimbursed for city bus or trolley fare. The provisions of this Section will not apply during periods when public transportation (bus, trolley or taxi) is unavailable, however, at such points and to the extent it is now the practice to transport employes by means of company vehicles between the off and on-duty points and the lodging facility, such practices will not be discontinued. If, during periods or at points where public transportation is not available and the employes make a special arrangement for their transportation between the off and on-duty points and the lodging facility, they will be reimbursed for actual transportation expense in connection therewith upon presentation of receipt to the Carrier. The distances referred to in this Section are to be computed by the route a pedestrian would normally travel. Crew members will be required to travel as a unit except on bus or trolley.

**Section (h)** 1. The Railroad Company may change, add to or substitute any of the facilities designated in Attachment "A", or designate lodging facilities at other locations, subject to the requirements of this Article.

2. It is understood that if the General Chairman contends that the lodging facilities are not suitable, a prompt on-the-ground-joint inspection will be made, and when necessary, corrections will be made promptly.

3. Any unresolved dispute under the provisions of this Article will be handled promptly by establishing a special board for the purpose of disposing of the dispute.

**Section (i)** In the event the Railroad Company hereinafter constructs or operates or arranges for the construction and/or operation of lodging facilities for the accommodation of employes qualifying for lodging under the provisions of this Article such facilities shall conform to the following specifications:

1. Single occupancy rooms.
2. Adequate lighting and ventilation, including a window in each sleeping room.
3. Controlled heat in winter and air-conditioning in summer.
4. Toilet and lavatory facilities shall be in or connected to the room, and bathing facilities shall be on the same floor.
5. Towels, soap, linen (sheets and pillow cases), and clean blankets will be furnished.
6. Hot and cold water.
7. Twin size bed with box spring, innerspring, or comparable mattress.
8. Linen changed after each occupancy.
9. Room dimension not to be less than 8 ft. by 9 ft.
10. Room to be equipped with chair, night stand and clothes rack.
11. Lounge room (reading room) to be equipped with comfortable chairs, writing tables and cooled drinking water.
12. Floor surface to be other than concrete or wood.

Such facilities will not be located in any industrial area or an area in which bulk materials are handled, such as, sand, cement, coal or similiar products.

## ATTACHMENT "A"

LOCATION	LODGING FACILITIES	TYPE OF LODGING
Aberdeen, S. D.	Alonzo Ward Hotel Chandler's Apts. Braunstein Apts. Home Apts.	Single Occupancy
Atkins, Ia.		
Bensenville, Ill.	Interstate Hotel	Single Occupancy (Note)
Bristol, S. D.	Simonson Hotel	Single Occupancy
Calmar, Iowa	South Winn Hotel	Single Occupancy
Cedar Rapids, Iowa	Montrose Hotel	Single Occupancy "A"
Champion, Michigan	Market Rock Shop & Motel Ishpeming, Mich.	Single & Double Occupancy
Chicago, Ill.	LaSalle Hotel	Single Occupancy "A"
Council Bluffs, Iowa	Chalet Motel	Single Occupancy "A"
Duluth, Minnesota	Duluth Hotel	Single Occupancy
Faithorn, Illinois	Holiday Inn	Single Occupancy "A"
Fargo, N. D.	Graver Hotel	Single Occupancy "A"
Iron Mountain, Mich.	Dickinson Hotel	Single Occupancy
Jackson, Minnesota	Skyline Motel	Single Occupancy "B"
Janesville, Wis.	Monterey Hotel	Single Occupancy "A"
Kansas City, Mo.	Continental Hotel	
La Crosse, Wis.	Stoddard Hotel	Single Occupancy
Ladd, Illinois	Columbus Hotel	Single Occupancy
Laredo, Mo.	Laredo Hotel Owens Rooming House	Single & Double Occupancy Rooming House
Linton, N. D.	Linton Hotel	Single Occupancy "A"
Madison, Wis.	Lorraine Hotel	Single Occupancy "B"
Manilla, Iowa	Park Hotel	Single & Double Occupancy
Mankato, Minnesota	Burton Hotel	
Marion, Iowa	Marion Motel	Single & Double Occupancy "A" - "B"
Marquette, Iowa	Marquette Hotel	Single Occupancy Second Floor Rooms
Milbank, S. D.	Mill Motel	Single Occupancy "A"
Milwaukee, Wis.	Hotel Wisconsin	Single Occupancy "A"
Mineral Point, Wis.	Royal Hotel	Single Occupancy
Minneapolis, Minn.	Hotel Nicollet	Single Occupancy "A"
Mitchell, S. D.	Lawler Hotel	Single Occupancy "A"

Mobridge, S. D.	Brown Palace Hotel	Single Occupancy
Montevideo, Minn.	Hunt's Hotel	Single Occupancy
	Happy's Rooming House	
	DuFrence Rooming House	
	Mrs. Ryman's Rmg. House	
Murdo, S. D.	Dacotah Hotel	Single Occupancy
New Lisbon, Wis.	Victoria Hotel	Single Occupancy
Omaha, Nebraska	Castle Hotel	Single Occupancy "A"
Ontonagon, Mich.	Rogers-Hotel-Motel	Single Occupancy "A"
Ottumwa, Iowa	Ottumwa Hotel	Single Occupancy "A"
Platte, S. D.	Wind Serven Hotel	Single Occupancy "A"
Plymouth, Wis.	Plymouth Motor Inn	Single Occupancy
Portage, Wis.	Ram Hotel	Single Occupancy
Postville, Ia.	Commercial Hotel	Single Occupancy
Rockwell City, Ia.	Brower Hotel	
St. Paul, Minn.	Hotel Lowry	Single Occupancy "A"
Sanborn, Iowa	Irving's Motel	Single Occupancy "A"
Savanna, Ill.	The Inn	Single Occupancy "A"
Sioux Falls, S. D.	Albert Hotel	Single Occupancy "A"
Spencer, Iowa	Tangney Hotel	
Spirit Lake, Ia.	Antler Hotel	Single Occupancy "A"
Storm Lake, Ia.	Bradford Hotel	Double Occupancy
Viroqua, Wis.	Fortney Hotel	Single Occupancy
Zumbrota, Minn.	Zumbrota Motel	Double Occupancy

**NOTE:** Rooms set aside for the use of employes entitled to lodge at Bensenville, Illinois, will be thoroughly cleaned promptly and floor covering, either tile or carpeting provided. If tiled, a throw rug will be provided in each room. Bath and toilet rooms will be remodeled and showers, toilets and basins will be replaced with modern facilities.

#### **ARTICLE 62 — FREIGHT CREWS PERFORMING PASSENGER SERVICE**

**Section (a)** When freight crews are required to perform passenger service for a period of ten consecutive days or less, they will be paid through freight rate, and freight service rules will apply; in excess of ten consecutive days, classified passenger service rate and rules will apply for the entire period.

**Section (b)** Conductors and brakemen, when required to perform passenger service where no regular passenger train service is maintained, will be paid through freight rates of pay, and freight service rules will apply.

#### **ARTICLE 63 — GUARANTEE - ASSIGNED FREIGHT SERVICE**

**Section (a)** Regularly assigned way freight, wreck, work, and construction conductors and brakemen who are ready for service the entire month, and who do not lay off of their own accord, will be guaranteed not less than one hundred miles, or eight hours, for each calendar working day, exclu-

sive of overtime (this to include legal holidays). If, through act of Providence, it is impossible to perform regular service, guarantee does not apply.

**Section (b)** Conductors and brakemen may 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 schedule rates unless earnings from such rates would be less per day than would have been earned in regular assignment.

**Section (c)** Conductors and brakemen in regularly assigned service, except those referred to in Section (a), who are ready for duty the entire month, will be allowed the equivalent of twenty-six hundred miles each month, exclusive of arbitraries and/or special allowances. Time or miles made on other than their regular assignment will be computed with their assignment in arriving at monthly allowance of twenty-six hundred miles. Regularly assigned conductors and brakemen working only a portion of the month will be paid pro rata.

**Question** — Section (a): When a man lays off of his own accord one or more working days of a month in which a holiday occurs, how shall he be paid?

**Decision:** He will lose the holidays of the month, provided he does not work such holidays.

**Question** — Section (a) and (c): May regularly assigned crews, who are used in other service to complete guarantee, be used without regard to first-in, first-out rule applicable to other crews in the service in which used?

**Decision:** Yes, but crews should be kept on regular assignment as far as possible.

#### ARTICLE 64 — GUARANTEE - PASSENGER SERVICE

**Section (a)** Regularly assigned passenger conductors and brakemen who are ready for service the entire month and do not lay off of their own accord shall receive the monthly guarantee provided for in the rates of pay, exclusive of overtime.

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

**Section (c)** The basis of pay for extra service apply only in making up the guarantees. After guarantees are absorbed, provisions for extra service apply.

**Section (d)** 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.

**Section (e)** 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 Railway Company will be privileged to rearrange runs, combine pools or sets of runs, and may establish interdivisional runs; such runs to be paid for in accordance with mileage rates of pay provided for in ARTICLE 49—BASIC DAY - PASSENGER SERVICE.

**Section (f)** When the monthly earnings of regularly assigned passenger conductors and brakemen from daily guarantees, mileage, overtime do not produce the average amounts per day as set forth in the rates of pay list, they will be so paid for each day service is performed in this service.

**Section (g)** 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 minimal for each day service is performed.

**Section (h)** At terminals where extra list is maintained, regular assigned employees may be used for extra train service necessary to earn the monthly guarantee; thereafter they will not be permitted to exercise their seniority for extra train service when extra employees are available.

**Question:** May regularly assigned men in passenger service making less than monthly guarantees be used in performing 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.

### METHOD OF APPLYING DAILY AND MONTHLY GUARANTEES

1. (a) Employee on 30-day assignment paid daily minimum plus 8 minutes overtime daily, or a total of 4 hours, at \$\_\_\_\_\_ equals \$\_\_\_\_\_, total of \$\_\_\_\_\_. As average daily earning for the days on which service is performed is less than \$\_\_\_\_\_ will receive 30 x \$\_\_\_\_\_ equals \$\_\_\_\_\_.

(b) Employee in example No. 1 (a) lays off 5 days. He receives 25 days at \$\_\_\_\_\_ minus \$\_\_\_\_\_; extra man 5 x \$\_\_\_\_\_ minus \$\_\_\_\_\_.

(c) Employee on 30-day assignment making 140 miles daily is subject to the monthly guarantee of \$\_\_\_\_\_; makes 10 minutes overtime daily amounting to \$\_\_\_\_\_; is required to perform extra service. Payments accruing under extra service will be applied against the payment of 30 days x \$\_\_\_\_\_ per day, viz., \$\_\_\_\_\_. If such additional payments produce compensation in excess of \$\_\_\_\_\_, daily earning guarantee not involved.

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

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

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

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

3. Employee on 28-day assignment subject to the monthly guarantee of \$\_\_\_\_\_ earns 10 hours overtime at \$\_\_\_\_\_ which equals \$\_\_\_\_\_, total \$\_\_\_\_\_. 28 days x \$\_\_\_\_\_ equals \$\_\_\_\_\_. Daily earning guarantee not involved.

4. Employee on 28-day assignment which is subject to the monthly guarantee of \$\_\_\_\_\_ lays off for one day; receives 27/28ths of \$\_\_\_\_\_ or \$\_\_\_\_\_; the extra man receives 1/28th or \$\_\_\_\_\_. Daily earning guarantee not involved for either regular or relief man.

5. Employee (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 \$ \_\_\_\_\_ equals \$ \_\_\_\_\_.

(b) will be paid 200 miles at \_\_\_\_\_ cents, equals \$ \_\_\_\_\_.

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

(d) will be paid daily minimum minus \$ \_\_\_\_\_, plus 4 hours overtime at \$ \_\_\_\_\_, equals \$ \_\_\_\_\_.

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

#### **INTERPRETATION AND APPLICATION OF GUARANTEE - PASSENGER SERVICE**

When the monthly mileage of regular passenger assignments is not equal to the monthly money guarantee, actual mileage deadheading will be paid at the established mileage rate for conductors, brakemen, and baggagemen until the monthly money guarantee is absorbed.

**EXAMPLE:** A. Monthly mileage of the assignment is 4300 miles. On the 4th of the month, 200 miles extra service performed which, computed with 4300 miles, produces 4500 miles and absorbs the money monthly guarantee. Deadheading during the remainder of the month would be paid for in accordance with the deadheading article.

B. On the 4th of the month, deadheaded 50 miles, which would be paid for at classified rate. On the 5th of the month, extra service performed, 150 miles, which computed with the 50 miles deadheading would produce 200 miles, which computed with the regular assigned monthly mileage would produce 4500 miles, and absorb the money monthly guarantee. Deadheading during the remainder of the month would be paid for in accordance with the deadheading article.

#### **ARTICLE 65 — GUARANTEED - SHORT TURNAROUND PASSENGER SERVICE**

Conductors and brakemen in assigned short turnaround passenger service will not be used on other than their assignment to fulfill their money monthly guarantee.

#### **ARTICLE 66 — HOLIDAY PAY — ROAD SERVICE**

**Section (a)** 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:

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**Section (b)** Any of the employees described in Section (a) hereof who works on any of the holidays listed in Section (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.

**Section (c)** To qualify for holiday pay, a regularly assigned employee referred to in Section (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. If the holiday falls on the last day of an employee's work week, the first work day following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.

**Section (d)** When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his work days immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be work days for qualifying purposes.

**Section (e)** Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a work day, a vacation day, and/or the Employee's Birthday.

**Section (f)** 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 Section (a) hereof, unless the regularly assigned employee fails to qualify under Section (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 Section (a) hereof.

**Section (g)** 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 Section (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 Article will apply.

**Section (h)** As used in this Article, the terms "work day" and "holiday" refer to the day to which service payments are credited.

**Section (i)** The eighth paid holiday, the "Birthday Holiday", shall be applied in the following manner:

(1) The employee must qualify for his birthday holiday in the same manner as other designated holidays, except that he will not be required to work or be available for work on the birthday holiday to qualify for holiday pay if he so elects by giving reasonable notice to his supervisor of his intention to be off on the birthday holiday.

(2) An employee whose birthday falls on February 29, may, on other than leap years, by giving reasonable notice to his supervisor, have February 28 or the day immediately preceding the first day during which he is not scheduled to work following February 28 considered as his birthday for the purposes of this Article. If an employee's birthday falls on one of the seven listed holidays, he may, by giving reasonable notice to his supervisor, have the following day or the

day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of this Article.

**Section (j)** It is understood that when a regularly assigned employee, holding an assignment subject to this Article, Section (a), who performs compensated service at least one day on his regular assignment in the week in which the holiday falls, is required to be used off his assignment to protect other service on one or both qualifying days and/or on the holiday, performing or being available for the service he is called to protect will qualify him to receive the holiday basic day's pay at the rate of his regular assignment. He will be paid at the rate of time and one-half for service performed on the holiday provided he works on his regular assignment, and only then if he meets the qualifying requirements set forth in this Article, Section (a), as interpreted herein.

**Section (k)** A regularly assigned employee holding an assignment which is not subject to this Article, Section (a), but who is called to protect other service on an assignment which is subject to this Article, Section (a) will qualify for payment of the basic day for the holiday if he is available for or performs service on such assignment on the qualifying days and on the holiday, provided no other employee qualifies for holiday pay on such position. If the assignment works on the holiday, he will be paid at the rate of time and one-half for service performed on the holiday.

#### **ARTICLE 67 — HOURS OF SERVICE LAW (APPLICATION OF)**

**Section (a)** Under the laws limiting the hours of duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then, until after the expiration of ten (10) hours on duty under the Federal law, or within two hours of the time limit provided by State laws if State laws govern.

**Section (b)** If road crews are tied up in a less number of hours than provided in the preceding Section, they shall not be regarded as having been tied up under the law, and their services will be paid for under the individual agreements of the different roads. Any tie-up in less than exactly ten (10) hours will not be considered as a tie-up under the law.

**Section (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. The time of crews tied up for rest under this article will begin at the expiration of their rest period without reference to whether the trip is continued to the original destination or changed to a new destination.

**Section (d)** A continuous trip will cover movement straight-away or turnaround, from initial point to 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.

**ILLUSTRATION:** Crew left Milwaukee, set out their train at Elkhorn and then returned to Corliss, took train to Beloit where they were tied up in compliance with the law. New trip begun at the expiration of their rest period at Beloit.

**Section (e)** Crews in road service tied up under the law will be paid continuous time from initial point to tie-up point. When they resume duty on continuous trip, they will be paid from tie-up point to terminal on the following basis: For 50 miles or less, or four hours or less, one half day; for more than 50 miles, or more than four hours, actual miles or hours, whichever is the greater, with a minimum of one day. It is understood that this does not permit crews to be run through terminals or around other crews at terminals unless such practice is permitted.

**Section (f)** Road crews tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or caboose, will be paid miles or hours, whichever the greater, from tie-up point to the next tie-up point or to the terminal.

**Section (g)** In instances where a crew is tied up between terminals after having been on duty ten (10) hours and is then deadheaded or towed to the terminal before expiration of the legal rest period, the period of release at the tie-up point will be computed from time of release and end at the time designated to deadhead or the relief crew takes charge. The time so released, if four hours or less, will be allowed, and if more than four hours, the time released will be deducted.

**Section (h)** Article 56 will not apply to crews paid under any part of this Article.

**Section (i)** Road crews tied up for rest under the law shall not be required to watch or care for engines or perform other duties while so tied up.

#### **EXAMPLE RELATIVE TO COMPENSATION FOR CREWS TIED UP ON THE ROAD IN OBEDIENCE TO LAW**

**Question:** If part of the crew has been in service sufficiently long to permit them to be tied up for the purpose of the law and the remaining members of the crew have not been in service a sufficient length of time, would all members of the crew be paid under the agreement and independent of these articles?

**Answer:** Yes.

**Question:** If a crew, tied up, on resumption of duty, continues to its destination terminal, but is assigned to another class of service, say, from through freight to local freight, would the crew be paid as if a new trip had begun?

**Answer:** Yes.

#### **ARTICLE 68 — HOURS OF SERVICE LAW (AVAILABLE UNDER)**

**Section (a)** At other than the home terminal, a conductor or brakeman in road service will be considered available for runs of one hundred miles or less in freight service when he has eight hours to work under the Hours of Service Law. He will also be considered available for runs of one hundred miles or less in passenger service when he has five hours to work under the Hours of Service Law.

**Section (b)** On runs in excess of one hundred miles, he will be considered available when he has time to work, under the Hours of Service Law, equivalent to the mileage of the run on a speed basis of twelve and one-half miles per hour in freight service or twenty miles per hour in passenger service.

**Section (c)** In the application of this Article, conductors and brakemen who are not used account not having sufficient time to work under the Hours of Service Law, will not be considered as being run around.

#### **ARTICLE 69 — INITIAL TERMINAL SWITCHING WHERE SWITCHMEN ARE NOT EMPLOYED**

**Section (a)** When roadmen are required to switch at initial terminal stations one hour or more, they will be paid pro rata on the basis of twelve and one-half miles per hour, no allowance to be made for less than one hour; one hour and thirty-one minutes to constitute two hours, two hours and thirty-one minutes, three hours, and so on. At initial terminal stations where the mileage of the run is seventy miles, or over, trainmen will be paid the same.

Mileage may be computed collectively on runs, the single trip of which is less than ninety miles straight-away, unless trainmen are released and paid a minimum day.

At initial terminals where the mileage of the run is less than seventy miles, no additional time will be allowed unless the time in making the run and doing the switching exceeds eight hours. This with the understanding that one hour will be allowed for each twelve and one-half miles made. The intent

of this latter clause is that in case of a run of sixty miles, which might be made in four hours, the crew will be credited with four hours and forty-eight minutes, and may be required to switch three hours and twelve minutes at the initial terminal without compensation. All time in excess of eight hours in such cases will be paid for at classified road rates, viz., twelve and one-half miles per hour.

This does not apply to branch runs of less than ninety miles.

In computing time for initial terminal switching, it is understood that the time will be continuous from the time work is begun until it is completed and the train is coupled together.

When initial terminal switching time accrues, it will be paid for when trip is made on mileage basis, or where road overtime, computed from the time required to report for duty, is insufficient to absorb the terminal time.

### ILLUSTRATION OF INITIAL TERMINAL SWITCHING AND ROAD OVERTIME PAYMENT.

1. Required to report for duty at "A" ..... 7:00 A.M.  
 Switches at "A" ..... 7:30 A.M. to 9:30 A.M.  
 Leaves "A" ..... 9:30 A.M.  
 Runs to "B", 100 miles, Relieved at "B" ..... 3:00 P.M.

Compensation: 100 miles plus two hours' switching at pro rata rate.

2. Required to report for duty at "A" ..... 7:00 A.M.  
 Switches at "A" ..... 7:30 A.M. to 9:30 A.M.  
 Leaves "A" ..... 9:30 A.M.  
 Runs to "B", 100 miles, Relieved at "B" ..... 4:00 P.M.

Compensation: 100 miles plus two hours' switching at pro rata rates, such allowance being greater than one hour's overtime at one and one-half time.

3. Required to report for duty at "A" ..... 7:00 A.M.  
 Switches at "A" ..... 7:30 A.M. to 9:30 A.M.  
 Leaves "A" ..... 9:30 A.M.  
 Runs to "B", 100 miles, Relieved at "B" ..... 4:20 P.M.

Compensation: Either 100 miles plus two hours' switching at pro rata rates or 100 miles and one hour and twenty minutes road overtime at three-sixteenths of the daily rate per hour, because the money value of the former allowance and the money value of the road overtime at three-sixteenths of the daily rate are equal.

4. Required to report for duty at "A" ..... 7:00 A.M.  
 Switches at "A" ..... 7:30 A.M. to 9:30 A.M.  
 Leaves "A" ..... 9:30 A.M.  
 Runs to "B", 100 miles, Relieved at "B" ..... 5:00 P.M.

Compensation: 100 miles plus two hours' overtime at three-sixteenths of the daily rate per hour, because the money value of the road overtime at three-sixteenths of the daily rate exceeds the allowance of two hours' switching at pro rata rates.

### ARTICLE 70 — INTERDIVISIONAL SERVICE

Section (a) Under this Article, freight conductors and brakemen may be assigned to runs over two or more seniority districts except that no such runs will be established, in freight service, which will require such conductors and brakemen to operate through home terminals, without negotiations and agreement.



made for the purpose of apportionment. This Article contemplates that passenger train mileage and freight train mileage will not be computed collectively when figuring percentages.

**Section (c)** Where conductors and brakemen are assigned to runs which extend over two or more seniority districts, or a portion thereof, they may perform their percentage of their actual regularly assigned train mileage of their respective seniority district each calendar month; except when their percentage is less than 300 miles passenger or 200 miles freight. Passenger train mileage and freight train mileage will not be computed collectively. The railroad company will not be required to allow payment for deadheading or otherwise be penalized.

**Section (d)** Mileage due a division or seniority district must be worked out within each calendar month unless otherwise mutually agreed to by the Local Chairmen involved.

**Section (e)** With respect to runs which an individual carrier proposes to operate through a home terminal or home terminals of the run or runs it proposes to extend pursuant to this Article, the following procedure will be followed:

1. The Carrier may serve notice of intent to establish a rule under which such runs may be established. Within 10 days of receipt of such notice by the organization, its authorized representatives and those of the carrier shall meet for the purpose of establishing conditions, consistent with the minimum requirements of Section (f) of this Article, to be included in such a rule. If agreement is not reached by those representatives within 90 days of the notice of intent, the matter will be referred to a Task Force for final and binding determination of such conditions.

The Task Force shall consist of 1 member to be appointed by the management of the individual carrier, 1 member appointed by the organization and 1 neutral member to be appointed by the National Mediation Board. The decision of this Task Force prescribing the conditions under which runs may be established consistent with the minimum requirements of Section (f) of this Article shall be made within 180 days of this notice of intent.

In its decision the Task Force shall include among other matters decided the provisions set forth in Article XIII of 1972 Agreement for protection of employees adversely affected as a result of the discontinuance of any existing runs or the establishment of new runs resulting from application of this rule and in addition may give consideration to whether or not such rule should contain a provision that special allowances to home owners should be included because of moving to comparable housing in a higher cost real estate area.

2. Upon establishment of the rule provided for in paragraph 1 above the carrier may serve a letter of intent on each affected General Chairman of its intention to establish such runs. The Carrier may have no more than 2 letters of intent pending concurrently and each letter of intent may involve no more than 3 proposed operations. Within ten days of the date of the letters of intent provided for herein the authorized representatives of the carrier and the organization will appoint a Task Force to discuss and agree upon the details of operation and working conditions of the proposed run or runs, but if the parties are unable to agree within 30 days of the date of the letter of intent, the matter will be submitted to arbitration for final and binding decision in accordance with the Railway Labor Act. The decision of the Arbitration Board will be made within 60 days of each letter of intent provided for herein.

**Section (f)** Reasonable and practical conditions shall govern the establishment of the runs described above including but not limiting to the following:

1. All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.

2. When crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crews.

3. Crews will be allowed a \$2.00 meal allowance after 4 hours at the away-from-home terminal and another \$2.00 allowance after being held an additional 8 hours.

4. In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than 100 miles, the carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1.50 for the trip.

**Section (g)** Interdivisional, interseniority district, intradivisional or intraseniority district service in effect on the date of this agreement is not affected by this article.

**Section (h)** The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional, interseniority district, intradivisional or intraseniority district service where restrictions did not exist prior to the date of this Agreement.

#### **ARTICLE 71 — LAP-BACKS—FREIGHT SERVICE**

**Section (a)** Except as provided in Article 48 (more than one class of service) conductors in regularly assigned freight service and brakemen in regularly assigned freight service will be compensated on the basis of not less than a minimum day for lap-back or side trips performed when not included as part of their assignment; when such payment is applied, actual time consumed in connection with the lap-back or side trip will not be deducted from trip time allowance, except in determining overtime payment involved. This will not be applicable to employes in pusher-helper, mine run, work train or service performed by reason of accidental emergency, running to the terminal account engine failure or for coal or water, running for wreck car or carmen or on account of derailment when such condition arises in connection with their own train, nor will it apply to employes compensated under Article 48 (basic day rule) and Article 59 (doubling hill). The tonnage rating of the engine on the train will not be exceeded with the intention of causing trains to double hills. This Article will not apply when a lap-back or side trip is performed for the purpose of performing work, wreck, helper or pusher service.

**Section (b)** Employees in pool freight or unassigned service may be required to make a side trip (not a lap-back trip) during the course of their straight-away or turnaround trips for payment of the actual miles (computed with the actual trip mileage) for such side trips provided they are given a message at the time they receive their train orders prior to departure from their initial terminal that they are to make such side trips.

#### **ARTICLE 72 — MEALS-LUNCH (PASSENGER SERVICE)**

Conductors and brakemen employed on trains handling dining cars in service will be permitted to eat in dining cars.

#### **ARTICLE 73 — MEALS-LUNCH (FREIGHT SERVICE)**

**Section (a)** Employees in freight service will be allowed time for meals between terminals provided they notify the Train Dispatcher a reasonable time in advance so that the movement of other trains will not be retarded; they will not absent themselves from their train more than thirty minutes. This will not apply to crews handling delayed stock, meat and fruit trains.

**Section (b)** Employees will not be tied up between terminals at points where there are no eating and sleeping accommodations.

**Section (c)** Employees in freight service who have been on duty six (6) hours or more and have not been given the opportunity to eat during that period will be allowed an arbitrary payment of thirty (30) minutes at the pro rata rate. This payment is in addition to all other time or mileage earned on such day or trip.

**NOTE:** "The opportunity to eat during that period" will mean that no member of the train or engine crew takes a meal period while train is stopped en route.



## Section (a)

## ARTICLE 74 — MILEAGE RATE TABLES

TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES  
ON RUNS 100 MILES TO 299 MILES IN LENGTH,  
ON SPEED BASIS OF 20 MILES PER HOUR

Distance Miles	Overtime accrues after hours	Distance Miles	Overtime accrues after hours	Distance Miles	Overtime accrues after hours	Distance Miles	Overtime accrues after hours
100	5:00	150	7:30	200	10:00	250	12:30
101	5:03	151	7:33	201	10:03	251	12:33
102	5:06	152	7:36	202	10:06	252	12:36
103	5:09	153	7:39	203	10:09	253	12:39
104	5:12	154	7:42	204	10:12	254	12:42
105	5:15	155	7:45	205	10:15	255	12:45
106	5:18	156	7:48	206	10:18	256	12:48
107	5:21	157	7:51	207	10:21	257	12:51
108	5:24	158	7:54	208	10:24	258	12:54
109	5:27	159	7:57	209	10:27	259	12:57
110	5:30	160	8:00	210	10:30	260	13:00
111	5:33	161	8:03	211	10:33	261	13:03
112	5:36	162	8:06	212	10:36	262	13:06
113	5:39	163	8:09	213	10:39	263	13:09
114	5:42	164	8:12	214	10:42	264	13:12
115	5:45	165	8:15	215	10:45	265	13:15
116	5:48	166	8:18	216	10:48	266	13:18
117	5:51	167	8:21	217	10:51	267	13:21
118	5:54	168	8:24	218	10:54	268	13:24
119	5:57	169	8:27	219	10:57	269	13:27
120	6:00	170	8:30	220	11:00	270	13:30
121	6:03	171	8:33	221	11:03	271	13:33
122	6:06	172	8:36	222	11:06	272	13:36
123	6:09	173	8:39	223	11:09	273	13:39
124	6:12	174	8:42	224	11:12	274	13:42
125	6:15	175	8:45	225	11:15	275	13:45
126	6:18	176	8:48	226	11:18	276	13:48
127	6:21	177	8:51	227	11:21	277	13:51
128	6:24	178	8:54	228	11:24	278	13:54
129	6:27	179	8:57	229	11:27	279	13:57
130	6:30	180	9:00	230	11:30	280	14:00
131	6:33	181	9:03	231	11:33	281	14:03
132	6:36	182	9:06	232	11:36	282	14:06
133	6:39	183	9:09	233	11:39	283	14:09
134	6:42	184	9:12	234	11:42	284	14:12
135	6:45	185	9:15	235	11:45	285	14:15
136	6:48	186	9:18	236	11:48	286	14:18
137	6:51	187	9:21	237	11:51	287	14:21
138	6:54	188	9:24	238	11:54	288	14:24
139	6:57	189	9:27	239	11:57	289	14:27
140	7:00	190	9:30	240	12:00	290	14:30
141	7:03	191	9:33	241	12:03	291	14:33
142	7:06	192	9:36	242	12:06	292	14:36
143	7:09	193	9:39	243	12:09	293	14:39
144	7:12	194	9:42	244	12:12	294	14:42
145	7:15	195	9:45	245	12:15	295	14:45
146	7:18	196	9:48	246	12:18	296	14:48
147	7:21	197	9:51	247	12:21	297	14:51
148	7:24	198	9:54	248	12:24	298	14:54
149	7:27	199	9:57	249	12:27	299	14:57

Section (b)

**TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES  
ON RUNS 100 MILES TO 199 MILES IN LENGTH,  
ON SPEED BASIS OF 12½ MILES PER HOUR.**

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

Section (c)

TABLE SHOWING TIME AND ONE-HALF FOR OVERTIME (18¾ MILES PER HOUR) EXPRESSED IN MILES. APPLICABLE TO SERVICE PERFORMED FOR WHICH THROUGH FREIGHT RATE APPLIES, FROM 3 MINUTES TO 8 HOURS, INCLUSIVE

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

**ARTICLE 75 — OVERTIME (PASSENGER SERVICE)**

**Section (a)** Conductors-brakemen on short turn-around passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty in excess of eight (8) hours (computed on each run from the time required to report for duty to the end of that run) within nine (9) consecutive hours; and also for all time in excess of nine (9) consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This Article applies regardless of mileage made.

For calculating overtime under this Article, the management may designate the initial trip.

**Section (b)** Conductors-brakemen 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.

**Section (c)** The mileage and daily rate specified in Article 78 applied to 150 miles divided by eight will be the overtime rate.

**ARTICLE 76 — PASSENGER SERVICE-SHORT TURNAROUND-LONG TURNAROUND**

Passenger train assignments for conductor and brakemen in short turn-around passenger service (suburban service) will not be intermingled or combined with long turnaround or straight-away passenger train assignments (main line service).

**ARTICLE 77 — POOL SERVICE-MONTHLY MILEAGE**

The number of conductors and brakemen employed in pool freight service on all divisions will be governed by the volume of business, with the intent to allow them to make not less than the equivalent of thirty-three hundred miles each month. This Article will not prevent conductors and brakemen from making in excess of thirty-three hundred miles each month.

**ARTICLE 78 — RATES OF PAY-CONDUCTORS, BRAKEMEN, AND BAGGAGEMEN**

Effective January 1, 1973  
(from January 27, 1972 National Agmt)

	PASSENGER SERVICE		Guarantee	
	Daily Rates	Mileage Rates	Daily	Monthly
Passenger Conductor .....	\$38.74	\$22.59	\$39.64	\$1,162.20
Passenger Brakeman and Flagman .....	33.71	19.78	34.61	1,011.30
Baggagemen (Exclusive) .....	33.98	19.94	34.88	1,019.40
U. S. Mail Differential — 46c				

**CONDUCTORS (Through Freight Service)**

**BRAKEMEN (Through Freight Service)**

**HOURLY RATE**

	Daily Rates	Mileage Rates	Pro Rata	Time and one-half	Daily Rates	Mileage Rates	Pro Rata	Time and one-half
Basic Rates .....	\$37.57	\$0.3283	\$4.70	\$7.05	\$33.63	\$0.2957	\$4.20	\$6.30
Less than 81 cars .....	37.92	0.3318	4.74	7.11	33.98	0.2992	4.25	6.38
81 to 105 cars .....	38.57	0.3383	4.82	7.23	34.63	0.3057	4.33	6.50
106 to 125 cars .....	38.97	0.3423	4.87	7.31	35.03	0.3097	4.38	6.57
126 to 145 cars .....	39.22	0.3448	4.90	7.35	35.28	0.3122	4.41	6.62
146 to 165 cars .....	39.22	0.3458	4.92	7.38	35.38	0.3132	4.42	6.63

166 and over add 20 cents for each additional block of 20 cars or portions thereof on both daily and mileage rates.

Mileage rates shown are for miles in excess of 100 miles in freight service.

**CONDUCTORS (Local Freight Service)****BRAKEMEN (Local Freight Service)**

	HOURLY RATE				HOURLY RATE			
	Daily Rates	Mileage Rates	Pro Rata	Time and one-half	Daily Rates	Mileage Rates	Pro Rata	Time and one-half
Basic Rate .....	\$38.13	\$0.3339	\$4.77	\$7.16	\$34.06	\$0.3000	\$4.26	\$6.39
Less than 81 cars .....	38.48	0.3374	4.81	7.22	34.41	0.3035	4.30	6.45
81 to 105 cars .....	39.13	0.3439	4.89	7.34	35.06	0.3100	4.38	6.57
106 to 125 cars .....	39.53	0.3479	4.94	7.41	35.46	0.3140	4.43	6.65
126 to 145 cars .....	39.78	0.3504	4.97	7.46	35.71	0.3165	4.46	6.69
146 to 165 cars .....	39.88	0.3514	4.99	7.49	35.81	0.3175	4.48	6.72

166 and over add 20 cents for each additional block of 20 cars or portions thereof on both daily and mileage rates.

Add 53c to conductor and 54c to brakemen rates for local freight rate on runs without a mileage component.

**ROAD SWITCHER — LESS THAN 100 MILES**

	HOURLY RATES		
	Daily Rate	Pro Rata	Overtime
Conductor .....	\$42.01	\$5.25	\$7.88
Brakeman.....	39.19	4.90	7.35

Air Hose Allowance (Conductor and Brakemen) — \$2.74

**ARTICLE 79 — RELEASED FROM DUTY AS UNIT**

Conductors and brakemen in all classes of road service, other than passenger service, upon completion of their duties after arriving at the final terminal of their run or trip, will be released from duty at the same time as a unit, except when the conductor is required to compile injury, accident or other non-routine reports at the final terminal of his road trip.

**ARTICLE 80 — REPAIRING DISABLED CARS**

Conductors and brakemen will not be required to repair disabled cars left at stations by other trains. When practical to do so, without detriment to the Company's business, car repairers will be sent to make the necessary repairs. Cars disabled in trains shall be repaired by the train crew and taken through to destination or division station when possible or safe to do so, and it can be done without unreasonable delay to trains.

**ARTICLE 81 — REST PRIVILEGE**

Conductors and brakemen who have been in continuous service long enough to require rest, shall not be required to go out until sufficient time has been allowed them to recuperate; they to be judges of their own physical condition. Under ordinary circumstances eight (8) hours' actual rest will be considered sufficient.

**ARTICLE 82 — ROAD SWITCHERS**

**Section (a)** The time of conductors and brakemen assigned to runs classified as "road switchers" will commence at the time they are required to report for duty and shall continue until the time they are relieved from duty. Such conductors and brakemen may be required to operate into, out of, and through terminals, and back and forth over the territory within the limits of their assignments, on a continuous time basis. No other agreement shall be construed to provide otherwise.

**Section (b)** Conductors and brakemen in such service will not be subject to either initial or final terminal delay, neither will switching rates applicable to road crews nor car scale rate apply.

**Section (c)** This Article does not guarantee that "road switcher" assignments will be established

or maintained, and nothing contained herein shall establish the working limits of such assignment as "closed" territory.

**Section (d)** Other road crews may perform any switching in the territory "road switchers" are assigned at any time, but they will not be entitled to pay at the "road switcher" rate or to penalty pay of any type because of performing such work. This shall not be interpreted to mean that other road crews will not be entitled to pay at local freight rate, if earned, under the conversion article.

**Section (e)** Conductors and brakemen assigned to runs designated as "road switchers" will be subject to the guarantee as provided for in Article 63.

**Section (f)** The rate of pay for conductors employed on runs designated as "road switchers" will be the current road switcher's rate and will be increased or decreased automatically in accordance with wage rates granted in national agreements.

**Section (g)** This road switcher's agreement will apply only to assignments as agreed upon.

#### **ARTICLE 83 — RUN AROUND-FREIGHT SERVICE**

Conductors and brakemen run around at terminals, when available, will be allowed payment of fifty miles at the rate of pay applicable to the service they would have performed, and stand first out. It is expected that conductors and brakemen will depart on the train for which called, and if passed in the yard by other conductors or brakemen, will not be considered as having been run around.

#### **ARTICLE 84 — SEAT ON ENGINE FOR BRAKEMAN**

All new engines not under construction the effective date of this Agreement, intended for road freight service, combination road freight and passenger service, combination road freight and helper service, and transfer service, will be equipped with seating facilities for the use of head brakeman. The minimum dimensions of seats provided in the cab of new locomotives will be 15 inches wide, 16 inches long, 18 inches high, and 14 inches from front of seat to first obstruction. The minimum dimensions of the back of seat will be 15 inches wide and 16 inches high.

#### **ARTICLE 85 — SELF-PROPELLED MACHINES (ROAD SERVICE)**

**Section (a)** 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:

1. **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:** Main-line 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 trainmen as defined in the Operating Book of Rules.

#### **ARTICLE 86 — SENIORITY PRIVILEGES**

**Section (a)** Conductors and brakemen will be privileged to exercise their seniority under this Article as to preference of position or runs except as provided in this Article.



All vacancies in either freight or passenger service will be filled by conductors or brakemen from the extra board who shall accept the service they stand for in order of their position on the extra board.

Vacancies temporary or otherwise will be filled from the extra board for the first day or trip, after which vacancies will be subject to seniority.

**Section (b)** A conductor or brakeman with sufficient seniority to hold a regular position may, if he so elects, work from the extra board; however, he may not exercise his seniority again to a regular position until after the expiration of fifteen (15) days, except this does not prevent the employee from exercising seniority to subsequent newly established service and vacancies, temporary or otherwise, subject to Section (a).

**Section (c)** A conductor or brakeman working from the extra board who lays off or is unavailable for any reason when properly called for service, will not again be considered available for service as a brakeman and/or conductor until the expiration of twenty-four (24) hours from the time the train on which he was to perform service, or to deadhead, was ordered. At the expiration of the twenty-four (24) hour period, the employee will be restored to the extra board.

**Section (d)** In the event a conductor or brakeman holding a regular position elects to exercise seniority displacement rights to displace a junior employee on some other position or assignment, he may not again exercise seniority until after the expiration of fifteen (15) days except when displaced. The employee may, however, exercise seniority service rights to any new service that may be established and vacancies, temporary or otherwise, subject to Section (a). It is agreed that a conductor or brakeman in pool or unassigned service cannot displace a junior employee in the same pool after the fifteen (15) day period expires for the purpose of advancing his place in the pool, or for the purpose of increasing his earnings, but a senior employee may displace a junior employee in the same pool if he does not increase his earnings.

**Section (e)** When conductors or brakemen are called to perform passenger or freight service from a rotary extra board for passenger or freight service, the employee standing first out, if qualified, will be used. If the employee first out is not qualified, the next qualified employee will be used. This regulation of seniority does not prohibit maintaining a separate strict seniority extra board for passenger service or a strict seniority board for freight service; but does provide that extra passenger service conductors or brakemen exercising seniority from a rotary freight extra board, where such board is maintained, will take their turn for both freight and passenger vacancies in accordance with their position on the rotary extra board.

**Section (f)** A conductor or brakeman exercising displacement rights to displace another conductor or brakeman, or a conductor or brakeman desiring to return to his assignment, after having been absent for any reason, must notify the proper authority in sufficient time to permit the conductor or brakeman who is to be displaced to receive information prior to the tie-up time of the assignment. In the application of this Article, a conductor or brakeman without the prescribed passenger uniform will not be permitted to exercise seniority displacement rights to positions as passenger conductor or brakeman.

**Section (g)** When a conductor or brakeman working from the extra board is called for an assignment at an outlying point, he will be required to accept such vacancy for six (6) working days unless displaced or relieved by the regular employee. The employee may relinquish the position after six (6) working days.

**Section (h)** All extra work shall be performed by conductors and brakemen on the extra board except conductor vacancies at outlying points shall be filled by the senior promoted brakeman on the assignment on which the vacancy occurs. If there is no promoted brakeman on the assignment, the vacancy shall be filled from the extra board at the division home terminal in accordance with this Article. If there are no extra conductors or brakemen available, the senior conductor or brakeman working regularly who has indicated in writing to the caller of crews that he will accept extra

work on his layover will be called for such vacancies. In the event the extra list and supplementary list is exhausted, the junior conductor(s) on the seniority roster not holding a conductor's position, shall be required to protect conductor vacancies until displaced or a junior conductor on the roster becomes available.

**Section (i)** Conductors or brakemen who are displaced, or whose assignments are cancelled, or conductors or brakemen working from the extra board who are released from a vacancy, will exercise their seniority for service within twenty-four hours after being released from the last service which they performed. If a conductor or brakeman does not exercise his seniority for service at the expiration of twenty-four hours, such conductor or brakeman will be marked on the extra board and will be governed by Section (b) of this Article.

In the event an employee exercises seniority to an assignment and is displaced before performing service on such assignment, he will be required to exercise his seniority within 12 hours from the time he is notified of his displacement. If a conductor or brakeman does not exercise his seniority within 12 hours such conductor or brakeman will be marked on the extra board and will be governed by Section (b) of this Article.

#### **ARTICLE 87 — SENIORITY PRIVILEGES—SPLIT REST**

Road service employees in freight and passenger service will not be permitted to perform actual service or deadhead out of the division home terminal where extra board is maintained for service at outlying points or terminals until they have had full rest.

Employees in freight and passenger service will not be privileged to displace a junior employee from assignments for which the home terminal is at an outlying division terminal or intermediate point in instances in which the senior employee making a displacement would start work on the assignment on split rest and before having had eight hours rest. The senior employee making such displacement must have full eight hours rest before starting on the assignment for which he displaced the junior employee.

#### **ARTICLE 88 — SHORT TURNAROUND RUNS—POOL SERVICE**

**Section (a)** Conductors and brakemen in pool or irregular freight service may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles with a minimum of one hundred miles a day, provided (1) that the mileage of all trips does not exceed one hundred miles, (2) that the distance run from the terminal to the turning point does not exceed twenty-five miles, and (3) that conductors and brakemen 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.

**Section (b)** Short turnaround trips performed out of a terminal will not be computed with

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Question: Must number of trips be specified when men are called?

Decision: No, but the call should specify short turnaround service.

Question: Does this Article apply to crews in pusher and helper service, mine runs, work trains, wreck trains?

Decision: No.

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

Decision: No, but the crew should not ordinarily be required to begin work on a 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: In operating turnaround service under this Article may crews be turned at a terminal out of which other crews operate?

Decision: Yes.

Question: 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.

#### ARTICLE 89 — SNOW PLOW SERVICE

**Section (a)** When conductors and brakemen are held for snow plow service, they will be paid full time, viz., one hundred miles for each twenty-four hours.

**Section (b)** In all cases where conductors and brakemen are working in the snow and trying to open the road they will be paid hour for hour, unless they are laid up at regular division terminals. Time to be computed on the basis of twelve and one-half miles per hour. Overtime to be paid for on the minute basis at an hourly rate of three-sixteenths of the daily rate.

**INTERPRETATION:** The regular division terminals for a pool crew shall be the established division terminals between which such crew is assigned to run in accordance with the provisions of Article 97. (Unassigned Service)

The regular division terminals for a regular assigned crew shall be the terminals between which the crew is operated and the established terminals between which pool crews are assigned to run, in accordance with the provisions of Article 97. (Unassigned Service)

**NOTE:** This Section does not apply to exclusive flanger service.

#### ARTICLE 90 — SWITCHING TRAINS EN ROUTE

When trains are not in classified order leaving the terminal where switchmen are employed, road crews will not be required to assemble them in such order en route.

#### ARTICLE 91 — TERMINAL DELAY—FINAL (FREIGHT SERVICE)

**Section (a)** For freight service, final terminal delay shall be computed from the time the engine reaches designated main track switch connection with the yard track.

Final terminal delay, after the lapse of thirty (30) minutes, will be paid for the full delay at the end of the trip, at pro rata rate, on the minute basis.

If road overtime has commenced, terminal overtime shall not apply, and road overtime will be paid to point of final release.

When a day's work is composed of a round trip or a series of runs, final terminal delay will be computed on only the last run.

Section (b) If the train is not on overtime on arrival at the final terminal, but the overtime commences before final release, final terminal delay payments accruing at the final terminal up to the period when overtime commences will be allowed on the basis of pro rata rates, but time thereafter shall be paid on the actual minute basis at three-sixteenths of the daily rate, in accordance with the following illustrations:

**ILLUSTRATIONS OF INITIAL TERMINAL SWITCHING,  
FINAL TERMINAL DELAY AND ROAD OVERTIME PAYMENT**

1. Required to report for duty at (a) .....7:00 A.M.  
 Switches at (a) ..... 7:30 A.M. to 9:30 A.M.  
 Leaves (a) .....9:30 A.M.  
 Runs to (b), 100 miles,  
 Arrives at (b) .....2:00 P.M.  
 Relieved at (b) .....3:00 P.M.  
 Compensation: 100 miles plus two hours' initial terminal switching and one hours' final terminal delay at pro rata rate.
  
2. Required to report for duty at (a) .....7:00 A.M.  
 Switches at (a) ..... 7:30 A.M. to 9:30 A.M.  
 Leaves (a) .....9:30 A.M.  
 Runs to (b), 100 miles,  
 Arrives at (b) .....2:00 P.M.  
 Relieved at (b) .....4:00 P.M.  
 Compensation: 100 miles plus two hours' initial terminal switching and two hours final terminal delay at pro rata rate, because the money value of two hours' initial switching and two hours' final terminal delay at pro rata rate exceeds the money value of one hour's overtime at three-sixteenths of the daily rate.
  
3. Required to report for duty at (a) .....7:00 A.M.  
 Switches at (a) ..... 7:30 A.M. to 9:30 A.M.  
 Leaves (a) .....9:30 A.M.  
 Runs to (b), 100 miles,  
 Arrives at (b) .....5:00 P.M.  
 Relieved at (b) .....6:00 P.M.  
 Compensation: 100 miles plus three hours' road overtime at three-sixteenths of the daily rate per hour, because the money value of three hours' overtime at three-sixteenths of the daily rate exceeds the money value of two hours' initial switching and one hour's final terminal delay at pro rata rate.
  
4. Required to report at (a) .....7:00 A.M.  
 Leaves (a) .....7:30 A.M.  
 Runs to (b), 100 miles,  
 Arrives at (b) .....2:00 P.M.  
 Relieved at (b) .....4:00 P.M.  
 Compensation: 100 miles plus one hour's final terminal delay at pro rata rate and one hour's road overtime at three-sixteenths of the daily rate, because road overtime did not accrue on arrival at the final terminal, but the overtime period commenced before final release.

**NOTE:** This Article will apply to branch lines with the reservation that a crew may be assigned to patrol trains where a part of the day's work includes doing the switching at the final terminal.

**ILLUSTRATIONS:** On a branch line where there is an overflow of business, it will be permissible to assign a crew to road service and perform switching at final terminal with payment for continuous time at classified road rate on a speed basis of twelve and one-half miles per hour; to illustrate:

On the Chippewa Valley Division the Menomonie Line crew which operates between Menomonie, Red Cedar or Wabasha and return is assigned to do the station switching on the final arrival at Menomonie, this Article will not apply.



On the run between Tripp and Stickney the crew is not assigned to do the station switching at Tripp on the final arrival, therefore, if the crew is delayed in excess of thirty minutes in putting their train away, this Article will apply.

On the Superior Division an extra crew is temporarily assigned to freight service from Menominee, Michigan, to Crivitz, Wisconsin, and do station switching on the final arrival at Menominee and Marinette, this Article will not apply.

**Section (c)** Final terminal delay in freight service shall commence at the indicated points at the following terminals:

**1—MILWAUKEE** La Crosse and Madison (PDC) Division Trains.

When the train is left in Blue Mound Yard, final terminal delay shall be computed from the time engine is required, by signal indication, to stop at Grand Avenue for other than the movement of passenger trains; if train is not so stopped at Grand Avenue, final terminal delay shall be computed from time engine reaches main track switch connection with Blue Mound Yard.

When the train is left in Air Line Yard, final terminal delay shall be computed from the time engine is required, by signal indication to stop at Grand Avenue, for other than the movement of passenger trains; if train is not so stopped at Grand Avenue, final terminal delay shall be computed from the time engine reaches main track switch connection with Blue Mound Yard.

When the train enters via Soldiers' Home Line, final terminal delay shall be computed from the time engine is required, by signal indication, to stop at 76th Street; if train is not so stopped at 76th Street, final terminal delay shall be computed from the time engine reaches main track switch connection with Soldiers' Home Yard.

When the train enters Milwaukee Terminal via the "Cut Off", final terminal delay shall be computed from the time engine passes main track switch connection at the "Cut Off".

**Superior and Northern Division Trains**

When the train is stopped within Milwaukee Terminal for the purpose of setting out cars, final terminal delay shall be computed from the time the train is first stopped for that purpose; otherwise, when the train is left in Blue Mound Yard or Air Line Yard, final terminal delay shall be computed from the time engine is required, by signal indication, to stop at Grand Avenue, for other than the movement of passenger trains; if train is not so stopped at Grand Avenue, final terminal delay shall be computed from the time engine reaches main track switch connection with Blue Mound Yard.

**C&M and R&SW Division Trains**

When the train is stopped at Kinnickinnic Bridge, final terminal delay shall be computed from a time five (5) minutes subsequent to its arrival at that point; otherwise, final terminal delay shall be computed from the time the train is first stopped after passing Kinnickinnic Bridge or as set forth in the following portion of this rule, whichever occurs first.

When the train is stopped at Washington Street, final terminal delay shall be computed from the time of its arrival at that point; otherwise, final terminal delay shall be computed from the time the train is first stopped after passing Washington Street or as set forth in the following portion of this rule, whichever occurs first.

When the train is left in Muskego Yard, final terminal delay shall be computed from the time engine reaches crossover switch connection about three hundred (300) feet east of Burnham Bridge.

When the train is left in Air Line Yard or Blue Mound Yard, passing Muskego Yard on main line and enters Air Line Yard, final terminal delay shall be computed from the time engine reaches main track switch connection with Air Line Yard just west of General Yardmaster's Office. If, however, train passes through Muskego Yard instead of using main line and train is stopped before engine reaches main track switch connection with Air Line Yard, final terminal delay shall be computed from the time train first stops after engine passes Burnham Bridge. When train is left in

Blue Mound Yard and main line used passing Muskego Yard via Merrill Park cutoff, final terminal delay shall be computed from the time engine reaches Menominee River Bridge about opposite Air Line Yardmaster's Office. When such movement is made through Muskego Yard and train stops therein, final terminal delay shall be computed from the time train first stops after engine passes Burnham Bridge.

If C&M and R&SW Seniority District Crews are stopped at Lake by Yard engines, road crews may compute final terminal delay from the time of such stop.

## 2—PORTAGE AND GRAND CROSSING AT LA CROSSE

When westward freight trains are stopped at the block at Canal Drawbridge and eastbound freight trains are stopped at the block at west end of Portage Yard, and Grand Crossing at La Crosse, by reason of yard congestion, final terminal delay shall be computed from the time the train first stops.

## 3—OTTUMWA JUNCTION

The terminal zone will be as between the CB&Q Railroad crossing, on the east, and west main line switch at West Yard, on the west. When trains stop, after arrival within this zone, final terminal delay shall be computed from the time train first stops.

## 4—MASON CITY

When eastbound freight trains are stopped at interlocking plant governing the C&NW and CGW Railroad crossings, by reason of yard congestion, or yard crews using main line, final terminal delay shall be computed from the time train first stops.

## 5—PERRY

When westbound freight trains are stopped at Seventh Street by reason of yard congestion, or yard crews using main line, final terminal delay shall be computed from the time the train first stops.

## 6—BENSENVILLE Illinois and C&M Division Trains

When eastbound freight trains are stopped at Tower B-17 or west of Irving Park Road upon entering Bensenville and when eastbound freight trains are stopped at Tower B-17 or west of Church Road upon entering Bensenville final terminal delay shall be computed from the time train is stopped except when it is stopped by reason of road trains occupying the plant at Tower B-17 in which event final terminal delay shall be computed from the time the train is first stopped after passing Tower B-17. Also, when C&M trains are stopped at Bryn Mawr by Milwaukee Road switch engines, road crews may compute terminal delay from the time of such stop.

### Terre Haute Division Trains

When train is left in North Hump Receiving Yard at Bensenville, final terminal delay shall be computed from the time train arrives at No. 3 switch connection with that yard.

When train is left in West Yard at Bensenville, final terminal delay shall be computed from the time train arrives at No. 3 switch track connection with that yard.

When train is left in any other yard, final terminal delay shall be computed from the time train arrives at switch track connection leading from 3 or 4 main track.

## 7—TERRE HAUTE DIVISION

Final terminal delay shall be computed from the time freight trains are stopped at the following designated points:

FAITHORN—Northbound: Claus; otherwise at first main track switch south of yard office.

Southbound: North main track switch entering yard.



WEST CLINTON—Southbound: First public highway crossing north of passenger station at St. Bernice.

Northbound: First switch leading to yard north of Broulette Creek.

HULMAN STREET—North "Y" switch at Belt Junction.

BEDFORD—Southbound: CI&L Railroad crossing.

Northbound: South "Y" switch.

SEYMOUR—Southbound: When train arrives at main track switch connection with scale track.

Northbound: When train arrives at main track switch connection with lead track to engine house.

#### 8—JANESVILLE

When eastbound freight trains are held at the C&NW crossing, directly due to not being permitted to pass the passenger station account of interfering with passenger train arrival and departure, also held at this point by reason of yard congestion, final terminal delay shall be computed from the time train stops at the C&NW crossing.

#### 9—DULUTH-SUPERIOR TERMINALS

Final terminal delay shall be computed from the time the train stops after passing the west main track switch connection with Central Avenue Yard, main track switch connection with Superior East End Yard, and/or main track switch connection with West Duluth Junction, for the exclusive purpose of setting out or picking up cars. When the train is not stopped for the exclusive purpose of setting out or picking up cars between Central Avenue Yard, Superior East End Yard, and/or West Duluth Junction, final terminal delay shall be computed from the time of arrival at the main track switch connection with Rice's Point Yard.

#### 10—ST. PAUL      Duluth Division Trains

Final terminal delay shall be computed from the time the train stops (at or immediately near Division Street) where the crew opens and closes the switch in connection with entrance to the yard where the train is yarded.

#### I&M Division Trains

Final terminal delay shall be computed from the time the train is first stopped prior to reaching Reserve Street, St. Paul, for the purpose of setting out cars within switching limits for St. Paul yardmen. When the train is not stopped for the purpose of setting out cars within switching limits for St. Paul yardmen, final terminal delay shall be computed from the time of arrival at Reserve Street.

#### 11—MINNEAPOLIS      H&D Division Trains

Final terminal delay shall be computed from the time the train is first stopped prior to reaching Cedar Avenue, Minneapolis, for the purpose of setting out cars within switching limits for yardmen. When the train is not stopped for the purpose of setting out cars within switching limits for yardmen, final terminal delay shall be computed from the time of arrival at Cedar Avenue.

#### 12—KANSAS CITY

When the train is held at the signal tower by reason of yard congestion, final terminal delay shall be computed from the time train stops at the signal tower. If the train is not stopped at the signal tower, final terminal delay shall be computed from the time the train is first stopped after having passed the signal tower. In the event the train is not stopped at the signal tower nor between that point and the main track switch connection with the receiving yard, final terminal delay shall be computed from the time of arrival at the main track switch connection with the receiving yard.

13—MADISON, WISCONSIN La Crosse Division Trains

When an eastbound train is stopped for the purpose of setting out cars within the switching limits for Madison yardmen, final terminal delay shall be computed from the time the engine reaches the main track switch connection with the track on which the cars are to be set out; otherwise, final terminal delay shall be computed from the time the engine reaches the main track switch connection with the yard track.

14—SIOUX CITY

When the train is stopped for the purpose of setting out cars at Steuben Street, final terminal delay shall be computed from the time the engine reaches the main track switch connection at Steuben Street. When the train is not stopped for the purpose of setting out cars at Steuben Street, final terminal delay shall be computed from the time the engine reaches the designated main track switch connection with the yard track at West Yard.

15—CEDAR RAPIDS Kansas City Division Trains

When the train is stopped for the purpose of setting out cars on the CR&IC Transfer and/or to permit a yard engine to take cars from the train at the freight house at First Street, final terminal delay shall be computed from the time the road engine reaches the main track switch connection with the track on which the cars are to be set out or from the time the road engine stops at the freight house at First Street to permit a yard engine to take cars from the train; otherwise, final terminal delay shall be computed from the time the engine reaches the main track switch connection with the yard track.

16—AUSTIN

When the train is stopped at the Feeder Yard (approximately 1¾ miles north of Austin) to set out or pick up cars or because a yard engine is performing service at that point, final terminal delay shall be computed from the time the engine stops at the Feeder Yard; otherwise, final terminal delay shall be computed from the time the engine reaches the main track switch connection with the yard track.

17—ROCKFORD

When the train is stopped for the purpose of setting out cars, final terminal delay payment shall be computed from the time the engine reaches the main line switch connection with the first track on which the cars are to be set out; when train is not stopped for the purpose of setting out cars, final terminal delay shall be computed from the time the engine reaches the designated main track switch connection with the yard track.

**NOTE:** When final terminal delay accrues, mileage between designated points and point of release will not be allowed.

This Article will not apply on work, wreck, snow plow, pusher or helper, mine runs, circus trains, or to patrol trains where part of the day's work includes doing the switching at final terminal.

**ARTICLE 92 — TERMINAL DELAY—FINAL (PASSENGER SERVICE)**

Section (a) In passenger service final terminal delay, after the lapse of thirty minutes will be paid for the full delay at the end of the trip, on the minute basis at a rate per hour of one-eighth of the basic daily rate. Such final terminal delay shall be computed from the time the train stops at the final terminal passenger station and shall end upon final release. If the run terminates at a point other than the passenger station, final terminal delay shall be computed from the time the train first stopped at such point. If road overtime has commenced before arrival at the point where final terminal delay time starts, no payment shall be made for final terminal delay time. If not on road overtime on arrival at the final passenger station or at such final point other than the passenger station and overtime commences before final release, time accruing at the final terminal up to the

point when overtime commences will be allowed on the minute basis at a rate per hour of one-eighth of the basic daily rate and time thereafter shall be paid as road overtime on the minute basis at a rate per hour of one-eighth of the basic daily rate, provided the elapsed time from the time of arrival at the point where final terminal delay time would begin to accrue until final release exceeds thirty minutes, otherwise only the overtime will be allowed.

**NOTE:** In the application of the above Section (a), if a passenger train should be stopped behind another train standing or waiting to reach the final passenger station or be held out of the final passenger station because of congestion in the station, final terminal delay shall be computed and paid for under this Section from the time first so stopped until final release from duty. This note shall also apply if the final destination of the passenger train is a point other than the passenger station.

**Section (b)** When final terminal delay accrues, mileage between the point where final terminal delay begins and the point of release will not be allowed.

**Section (c)** When a day's work is composed of a round trip or a series of runs, final terminal delay will be computed on only the last run.

**Section (d)** Final terminal delay will not apply during the period of time employees are being compensated in accordance with the provisions of back-up service agreements.

#### **ARTICLE 93 — TERMINAL DELAY (INITIAL) FREIGHT SERVICE**

**Section (a)** Initial terminal delay shall be paid on a minute basis to conductors and brakemen in freight service for all time in excess of seventy-five (75) minutes computed from the time of reporting for duty up to the time the train leaves the terminal at one-eighth ( $\frac{1}{8}$ ) 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 Article.

**NOTE:** The phrase "train leaves the terminal" means when the train actually starts on its road trips from the yard track where the train is first made up. This Article 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 agreements.

**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.

**Section (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.

**Section (c)** When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

#### **ARTICLE 94 — TERMINAL DELAY — INITIAL (PASSENGER SERVICE)**

**Section (a)** Conductors and brakemen required to be on duty in excess of thirty minutes prior to leaving time may be called one hour in advance, and will be paid for the same at one-eighth of the daily rate, additional. This will not apply to those compensated on the overtime basis.

**Section (b)** At initial terminal stations where passenger trains originate, conductors and brakemen are required to be on duty thirty minutes or more in advance of the scheduled leaving time. If

the train for which called is delayed in leaving the initial terminal more than ten minutes after the scheduled leaving time, employees will be paid one hour (18.75 miles) in accordance with the provisions of Section (a). If the train is delayed ten minutes or less after the scheduled leaving time, the provisions of Section (a) will not apply. Employees required to be on duty more than thirty minutes in advance of the scheduled leaving time will be paid one hour (18.75 miles) in accordance with Section (a), regardless of the time the train departs.

**NOTE:** The foregoing applies only to regularly scheduled trains leaving an initial terminal at which such train would originate. Employees on all other passenger trains required to be on duty more than thirty minutes in advance of the time the train departs will be paid one hour (18.75) in accordance with the provisions of Section (a).

**Section (c)** Helper conductors employed on suburban trains will report for duty fifteen (15) minutes prior to the scheduled departing time of the train upon which employed at the initial terminal station where such train originates.

#### **ARTICLE 95 — TERMINALS ESTABLISHED FOR COMPUTING TIME**

**Section (a)** Old Racine and Southwestern Division: freight service; Milwaukee, Savanna, and Nahant for pool or unassigned service. For assigned or regularly scheduled service, stations at which so designated to terminate.

**Section (b)** Northern Division: freight service; Milwaukee, Oshkosh, Berlin, Fond du Lac, and Portage for pool or unassigned service. For assigned or regularly scheduled service, the station at which so designated to terminate.

**Section (c)** Old Wisconsin Valley Division; freight service; New Lisbon, Wausau, and Minocqua for pool or unassigned service. For assigned or regularly scheduled service, the stations at which so designated to terminate.

**Section (d)** Old Sioux City and Dakota Division: freight service; Manilla West Yard, Platte, Mitchell, Madison and Egan for pool or unassigned service. For assigned or regularly scheduled service, the stations at which so designated to terminate.

During the season when the business of the Platte Line requires service additional to the regular assignment, crews may be assigned to intermediate territory embracing Platte, Yankton, and Tripp, and these stations will be terminals for such assignments.

When a pool or unassigned conductor or brakeman is required to make one or more round trips from Platte to Yankton and return, these two stations will be terminals for the period the trip or trips are performed.

**Section (e)** Old Rochelle and Southern Division: freight service; Davis Junction will not be considered a terminal and when tied up at that point, crews will be paid in compliance with Article 96 (tied up under the other than compliance with law and application of Hours of Service Law).

**Section (f)** Assignments, other than work train, will not be made for a period of less than 15 days and will be indicated by bulletin.

**NOTE:** This Article does not permit running pool or unassigned crews through terminals when other crews in the pool are available, and contemplates that crews will be regularly assigned to runs that are designated or scheduled to terminate at an intermediate point, when practicable. This Article will not conflict with Article 88 (short turnaround runs).

#### **ARTICLE 96 — TIED UP OTHER THAN IN COMPLIANCE WITH THE LAW**

Conductors and brakemen in revenue freight service, straight-away or turnaround, who are tied up



between terminals before having been on duty ten hours, will be paid continuous time from terminal to terminal, except when tied up by reason of impassable track conditions, caused by wrecks, snow blockades or washouts.

In the event conductors and brakemen are tied up by reason of wrecks, snow blockades or washouts, before having been on duty ten hours and the time tied up is in excess of eight hours, the time tied up will be deducted and crews will be paid miles or hours, whichever the greater with a minimum of one hundred miles, from terminal to tie-up point. If tied up twenty-four hours or more, one hundred miles will be allowed for each complete twenty-four hours, computed from the time of release. When resuming duty after having been tied up in excess of eight hours, miles or hours, whichever the greater, will be allowed from tie-up point to terminal, but in no case less than one hundred miles.

Article 56 (deadheading) will not apply to conductors and brakemen who are compensated under any part of this Article.

This Article does not apply to conductors and brakemen in wreck, work, construction or snow service, or those compensated under Article 54. (Circus Trains).

### **ARTICLE 97 — UNASSIGNED OR POOL SERVICE**

**Section (a)** Conductors and brakemen in pool or unassigned freight service shall, when available run first-in, first-out. In no case will pool or unassigned freight crews be run off their respective freight divisions except in cases of extreme emergency. Conductors and brakemen will be considered as arriving in the terminal at the time they are registered off duty.

**Section (b)** When a crew is added to the pool, they will follow the other pool crews which are in the terminal at the time the addition is made, except, that they may be used ahead of another crew or crews whose rest is not up.

### **ARTICLE 98 — UNIFORMS PASSENGER SERVICE**

**Section (a)** The Carrier shall prescribe uniforms to be worn by employees engaged in passenger service. Such uniforms shall be subject to change from time to time as required by the Carrier, but for the time being, at least, shall consist of the following:

1. A uniform consisting of cap and badge, coat, vest and trousers.
2. A white shirt with black four-in-hand tie, except employees in suburban service may wear blue shirt with black tie.
3. Black shoes.
4. Employees in the summer season may wear a black or dark blue alpaca coat and vest in lieu of regulation uniform coat and vest.

**Section (b)** The Carrier will supply employees, free of charge, insignia which the Carrier requires they wear, as well as stars and bars indicating years of service, the employee is responsible for their safekeeping. When new uniform is purchased, the employee shall when practicable transfer the insignia from the old uniform to the new one.

**Section (c)** Employees will assume and pay the entire cost of shirts, neckties, and shoes to be worn with their uniform.

**Section (d)** When it becomes necessary for an employee to procure a new uniform, an order therefor will be obtained from the Superintendent and the uniform will thereupon be ordered from a clothier designated by the Carrier. The Carrier will pay 50 per cent of the first uniform (including two pairs of trousers, if desired) purchased for passenger service. The Carrier will also pay 50 per cent of the second uniform purchased within the first 12-month period dating from the purchase of the first

uniform. Thereafter the Carrier will furnish without charge to the employee, one uniform each 12-month period. If additional uniforms are required during the 12-month period, the Carrier will assume no cost in connection therewith.

**Section (e)** The Superintendent, or his representative, and the local chairman of the Union will determine the number of men needed to protect the passenger service; in the event they are unable to agree the question shall be referred to the Assistant General Manager and the General Chairman of the Union for disposition.

**Section (f)** An employee subject to this Article will be required to procure a new uniform when the condition of the old uniform becomes such that the Superintendent determines that it shall be replaced.

**Section (g)** When a uniform or any of the articles set forth in Section (b) are lost, stolen, damaged or destroyed as the result of carelessness on the part of the employee, the employee will assume the entire expense of repairs or replacement.

**Section (h)** Employees will keep their uniforms properly cleaned and neatly pressed, will keep their shoes shined, and will wear a freshly laundered shirt with such frequency as to at all times maintain a presentable appearance.

**Section (i)** As a principle of this Article, it is recognized that it is undesirable to have a uniform consist of part new and part old apparel, and, therefore, a single garment will not be purchased to be combined with old garments but, rather, a new uniform in its entirety will be required in each instance.

**Section (j)** It is understood that uniforms will only be worn when performing passenger service or during layover at away-from-home terminal, except they may be worn in going to and from work and are not to be used for other occasions when it can be avoided.

#### ARTICLE 99 — WORK TRAIN SERVICE

**Section (a)** Conductors and brakemen will be given their preference for work train service in accordance with their seniority.

**Section (b)** Conductors and brakemen regularly assigned to work train service with Sunday or legal holiday layover point away from home will be permitted to go home for these days, provided they can return to the working point and be available for resuming their assignment. When instructed to remain at the layover point, they will be paid a minimum of one hundred (100) miles for each day so held.

**Section (c)** Conductors and brakemen will not be required to handle cables, side boards, side doors or aprons, or to operate dozers, dirt spreaders, rail loaders, ditchers, or air dumps, in work train service.

**Section (d)** Road crews in work train service for less than five consecutive days shall be considered in unassigned service and subject to unassigned service rules.

**Section (e)** Road crews in work train service that is performed on five or more consecutive calendar days will be regarded as regularly assigned, it being understood an intervening Saturday, Sunday and/or holiday on which no service is performed will not interrupt the continuity of five calendar days. For illustration, work train service starting on Wednesday and working Thursday, Friday, Monday and Tuesday, will be regarded as five consecutive calendar days.

**Section (f)** Work train assignments will not be made for a period of less than five days and will be indicated by bulletin.



Section (g) Pool freight crews called for and used in unassigned work train service when laid up at a terminal for crews in pool freight service will depart from that terminal in accordance with first-in, first-out articles when available. Crews set up expressly for work train service will have no standing in pool freight service at either the "home" or "away-from-home" terminal.

Section (h) Road crews in work train service may be run in and out of a terminal during the course of a day's work without regard to first-in, first-out articles nor will articles covering turnaround runs be applicable.

Section (i) The above does not disturb articles or practices in effect on the various divisions with respect to using pool freight or set-up crews for work train service.

Section (j) When conductors and brakemen are assigned to or called for work train service, if an extra caboose or coach is available, it will be furnished for laborers and their tools.

## **PART III**

### **Switchmen — Yard Service**

The Articles used in Part III of this Agreement have reference to yard service employees that include the following: yard crew foremen, yard helpers, yard pilots, footboard yardmasters, car retarder operators, skatemen, leadmen, yard flagmen, couplers, bleeders, and switchtenders, except when reference is made to a specific class or craft.

#### **ARTICLE 100 — APPLICATIONS OF SENIORITY**

**Section (a)** The right to preference of work and of promotion shall be governed by seniority in the service where ability is equal to service requirement.

**Section (b)** In the appointment of yardmasters and assistant yardmasters, the senior qualified switchman shall be given full consideration.

#### **ARTICLE 101 — ASSIGNED TO OTHER DUTIES**

Switchmen assigned to other than their regular duties will be paid the established rate for the service performed, but in no case shall switchmen so assigned be paid less than on the basis of their regular rates.

#### **ARTICLE 102 — ASSIGNMENTS**

**Section (a)** Switchmen shall be assigned for a fixed period of time, which shall be for the same hours daily for all regular members of the crew. So far as it is practicable, assignments shall be restricted to eight hours' work.

**Section (b)** The general character of work which ordinarily will be performed by each regular yard assignment will be noted on the switchmen's board or by notice. Effort will be made to conform to such assignment as far as is consistent with the requirements of the service.

**INTERPRETATION OF SECTION (b):** The general character of work is interpreted to mean the general location, nature of service, and the starting time of the assignment. The intent of this section is to designate yard assignments so that, when exercising seniority, switchmen will have advance knowledge of the type of work which they will ordinarily perform.

**Section (c)** It is understood that it remains the Carrier's prerogative to designate the character of work on each assignment and/or to consolidate two or more assignments whenever there is a reduction in assignments.

#### **ARTICLE 103 — ASSIGNMENTS-PREPONDERANCE OF WORK**

**Section (a)** The starting time of a regularly assigned yard crew will not be changed except upon proper notice as provided for in the Articles of the Agreement.

**Section (b)** A regularly assigned yard crew will be used to start work on their regular assignment at their regular starting time when the preponderance of work to be performed is work normally performed by such assignment.

#### **ARTICLE 104 — ASSIGNMENTS-TRANSFER SERVICE**

Switchmen who are regularly assigned to a transfer assignment and who do not perform a transfer within the first eight hours of their assignment will be paid an arbitrary of two hours at the straight time rate. However, this will not apply if their transfer is not made by any other crew

within the hours of their assignment. This will not apply to a transfer assignment that has previously been cancelled for the day.

#### **ARTICLE 105 — CABOOSES-YARD**

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

**Section (b)** In the application of Section (a), the following will apply:

1. The walls and floors of all cabooses shall be insulated.
2. The floors of cabooses shall be adequately cleaned at least twice each month.
3. The walls of cabooses shall be washed at least once each year.
4. Windows of cabooses shall be washed once each month, except during freezing weather.
5. Toilets in cabooses shall be cleaned and disinfected once each month.
6. During proper seasons of the year, doors of cabooses shall be equipped with adequate metal stripping.
7. Two windows (other than bay window and tender type cabooses) on each side of each caboose shall be screened except when only one window is operative, in which case that window shall be screened.
8. Cabooses shall be equipped with a stove or other adequate means of heating, and shall be furnished with a sufficient amount of fuel for the trip.
9. Cabooses shall be provided with artificial light having intensity of not less than 22-foot candles on the desk.

#### **ARTICLE 106 — CREW ASSIGNMENTS**

**Section (a)** A crew board shall be maintained and at a designated hour each day (to be arranged between the Company officer in charge and the local chairman) crews will be marked up for the succeeding twenty-four (24) hours, and switchmen who are on leave of absence, will, when resuming service, report sufficiently in advance of the time set for marking up crews. Those desiring leave of absence shall also make application before crews are assigned. Extra men shall report at the hour set for marking up crew board.

**Section (b)** Switchmen and switchtenders will not be entitled to exercise their seniority for more than one assignment in any twenty-four (24) hour period.

The starting time of switchmen for the twenty-four (24) hour period will begin at the time crew board is marked up.

#### **ARTICLE 107 — DRINKING WATER**

Switchmen will be furnished drinking water, ice cooled during warm weather.

#### **ARTICLE 108 — EQUIPMENT OF YARD ENGINES**

**Section (a)** All engines used in switching service shall be equipped with headlights, footboards, and proper safety appliances at both ends.

**Section (b)** Yard engines in transfer service will be equipped with a seat for head man.

## ARTICLE 109 — FILLING POSITIONS OF SWITCHTENDERS

Subject to the rights of senior switchmen or switchtenders, vacancies of switchmen and switchtenders will be filled from the extra list. Switchmen exercising seniority to or called from the extra list for positions of switchtenders will be paid the switchtender's rate of pay.

## ARTICLE 110 — FIVE-DAY WORK WEEK

Adopted from Article 3, Agreement "A" of May 25, 1951 as revised by the October 4, 1955 Agreement:

**Section (a) (1)** Effective December 1, 1955, each carrier, which has not theretofore done so, will establish for all classes or crafts of yard service employees covered by this Article, subject to the exceptions contained therein, a work week of forty hours consisting of five consecutive days of eight hours each with two days off in each seven, except as hereinafter provided. The foregoing work week rule is subject to all other provisions of this Article.

(2) Due to the necessity of changing existing assignments to conform to the reduced work week provided for in Section (a), the Carriers will, prior to the effective date, post notices or bulletins as required by schedule, bulletin rules or practices in effect.

1. Railroads or portions thereof on which yard assignments are bulletined:

Listing the days off of regular assignments and advertising regular relief assignments.

2. On properties or portions thereof operating under the strict seniority or mark-up plan yard service employees shall select and be assigned "days off" periods as provided for below:

(a) Listing regular assignments according to service requirements.

(b) After all known assignments for yard service employees have been posted, all yard service employees will be required to make seven choices of their preferred "days off" period and the local chairman and local officers will cooperate in assigning the employees their "days off" period in accordance with their seniority.

After "days off" have been assigned yard service employees will exercise seniority on the days of their work week in accordance with rules or practices in effect on individual properties or yards.

(c) After the "days off" periods have been assigned as referred to in Section (a) (2) 2. (b) days off periods assigned to individual employees shall remain unchanged except when a vacancy occurs in a "days off" period, a new assignment is created, or when affected by a force reduction. Employees exercising seniority to other "days off" periods will be governed by the provisions of Section (k) (2).

(d) Extra men will be handled in accordance with Section (f).

3. The changes as enumerated above shall begin on the effective date of this Article, and employees may exercise seniority rights to select the assignment, or days off of their choice.

4. After assignments as referred to in Section (a) (2) 1. and Section (a) (2) 2. (a) have been made changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

**Section (b)** The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employees shall mean a period of seven consecutive days starting with Monday.

**Section (c) (1)** When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employees.) Where regular relief assignments are established, they shall, except as

otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(2) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section (c) (1), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(3) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(4) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (1) and (2) of this Section (c).

(5) Regular relief assignments for yard crews will be established for the crew as a unit, except in yards operating under strict seniority or markup rules. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties on a property desires, the designated days off need not be the same for individual members of a crew. Representatives of the carrier and of the employees will cooperate in designating days off of individual members of a crew.

(NOTE: It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered one of the operational problems.)

(6) Except as otherwise provided for in this Section (c), regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

**Section (d)** At points where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employees, agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

If the carrier contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish non-consecutive days off, representatives of the carrier and representatives of the employees will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the carrier may nevertheless establish non-consecutive days off, subject to the right of the employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that it was not practicable to grant consecutive days off.

**Section (e)** On properties where men hold seniority in both road and yard service and work from common extra boards protecting both classes of service, such extra boards will be separated except as otherwise provided in the Note following this Section (e). On these properties separate extra boards covering road and yard service respectively will be established and regulated in accordance with applicable rules on the individual properties consistent with service requirements. Employees on common extra boards which are separated will exercise their choice to work on either the road or yard board in accordance with their seniority rights.



Employees selecting yard extra boards will remain on same for at least seven calendar days, except when cut off by reduction in force, when required to protect their seniority as yardmasters, or when they bid in a regular assignment in yard service as hereinafter provided.

Regular or extra yard service employees bidding into road service, regular or extra, will not be permitted to work in road service other than as provided in the following paragraphs until the expiration of their work week in yard service. Employees on the yard extra board bidding in regular or regular relief assignments in yard service or employees on strict seniority or mark-up boards exercising seniority to different "days off" periods will be governed by the provisions of Section (k) of this Article.

Employees selecting yard service under this Section (e) will be considered as not available for road service during any work week except as provided herein. Where one of the boards becomes exhausted, employees on the other board may be used for work ordinarily falling to men off the exhausted extra board and will be considered as still attached to the board of their selection. Such employees will be compensated for each tour of service on the basis of payments as provided for by rules in effect on the various properties covering service performed from common extra boards.

Rules relating to the exercise of seniority will be relaxed to the extent necessary to comply with this Section (e).

**NOTE:** In instances where because of the limited amount of work involved separation of such boards is not practicable, the matter shall be negotiated between representatives of employees and representatives of management on individual properties and reasonable arrangements entered into looking to the maintenance of common boards.

**Section (f)** Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive.

**Section (g) (1)** In event a regular or regular relief job or assignment is annulled for one day or more, the yard service employee or employees holding the job or assignment may exercise their seniority in accordance with rules in effect on the property.

(2) Any yard service employee or employees who because of their seniority standing, or for other reasons, are unable to place themselves on a regular job or assignment on the day or days their job or assignment is annulled, will revert to the extra board and be placed thereon, in addition to the men then on the extra board, in accordance with rules in effect on the property.

(3) In event a regular or regular relief job or assignment is annulled for one day or more and any or all of the displaced yard service employees are unable to displace an employee or employees with lesser seniority on such day or days, thereby being deprived of working one or more of the five days of the job or assignment, such yard service employee or employees, if they so desire, shall be placed on the extra board in addition to the men then on the board so as to be available for work on the sixth and/or seventh day of the work week to provide them an opportunity to work five straight time shifts during the work week, provided: (a) that such yard service employees endeavored to exercise their seniority as provided in paragraphs (1) and (2) of this Section (g), (b) that such yard service employees are used from the extra board in accordance with rules in effect on the property and (c) that such service for the first eight hours on such sixth and/or seventh days will be paid for at straight time rates, until such employee or employees have worked five straight time shifts in that work week, any service in excess of eight hours on such days to be paid for under the overtime rules.

**Section (h) (1)** Existing rules which relate to the payment of daily overtime for regular switchmen and practices thereunder are not changed hereby and shall be understood to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Section (c) shall be paid for at the straight time rate.

(2) Overtime rules relating to extra switchmen as provided for in Section (h) (2) of agreement have been incorporated in Section (b) of Article 115.

(3) Employees worked more than five straight time eight-hour shifts in yard service in a work

week shall be paid one and one-half times the basic straight time rate for such excess work except:

1. Where days off are being accumulated under Section (d) of this Article;
2. When changing off where it is the practice to work alternately days and nights for certain periods;
3. When working through two shifts to change off;
4. Where exercising seniority rights from one assignment to another;
5. Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight time rate is paid to a yard service employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in this paragraph (3).

(4) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in paragraph (3) of this Section (h), be utilized in computing the five straight time eight-hour shifts referred to in such paragraph (3) of this Section (h), nor shall time paid for in the nature of arbitratives or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitratives or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, stand-by time, and compensation therefor, preparatory time, starting time (Except as otherwise provided in Section (c)) and similar rules are not affected by the provisions of this Article.

(5) Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this Article, nor shall service under two agreements be combined in any manner in the application of this Article.

**Section (i)** This Section of Article 3 of Agreement "A" has been eliminated. See Vacation Agreement.

**Section (j)** Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article shall be construed to create a guarantee where none now exists.

**Section (k) (1)** All regular or regular relief assignments for yard service employees shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per day, except as otherwise provided in this Article.

(2) An employee on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service, or selects another "days off" period on a strict seniority or mark-up board in yard service, will be permitted to go on the assignment or "days off" period of his choice, and will take the conditions of that assignment or "days off" period, but will not be permitted to work more than five (5) straight time eight-hour shifts, as referred to in paragraph (4) of this Section, in the work week of the assignment or "days off" period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employee to work one or more days of the assignment of his choice, and if there is no extra man available who could be used to perform the work on those days, he may be used to work those days at the straight time rate.

(3) An employee on a yard extra board who takes a regular or regular relief assignment in

yard service will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

An employee on a regular or regular relief assignment who goes on an extra board will take the conditions attached to the extra board, but will not be permitted to work more than five straight time eight-hour shifts, as referred to in paragraph (4) of this Section, in the work week starting with the Monday in which the change is made.

(4) Except as provided in paragraphs (2) and (3) of this Section, employees, regular or extra, will not be permitted to work more than five straight time eight-hour shifts in yard service (excluding the exceptions from the computations provided for in Section (h), paragraphs (3) and (4)) in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional men, in which event senior available employees in the class in which the vacancy occurs shall be used in accordance with applicable rules or practices in effect on individual properties.

**Section (1)** (1) Where reference is made in this Article to the term "yard service" it shall be understood to have reference to service performed by employees governed by yard rules and yard conditions.

(2) Section (c) (5) and Section (e) of this Article shall not apply to:

Car Retarder Operators

Hump Motor Car Operators (Chauffeurs)

Levermen

Switchtenders (sometimes classified as switchmen)

(3) None of the provisions of this Article relating to starting time shall be applicable to any classification of employees included within the scope of this Article which is not now subject to starting time rules.

**Section (m)** Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation of working lists or "mark-up-boards", etc., shall be changed or eliminated to conform to the provisions of this Article in order to implement the operation of the reduced work week on a straight time basis.

**Section (n)** The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article, provided that such understandings shall not be inconsistent with this Article.

**Section (o)** Pursuant to the provisions of Section (m) and (n) of the Five-Day Work Week Agreement of May 25, 1951, it is hereby agreed that:

(1) 1. The application of Article 3 of the May 25, 1951 Agreement, paragraph 2. (c) of Section 1 (b) of Article 3 is hereby suspended.

2. In order to be assured of their choice of assigned days off, in accordance with their seniority, switchmen must have written request on file with the Superintendent, or his designated representative, not later than October 20, February 20 and June 20 of each year, stating their choice of assigned days off for the four-month periods set forth herein.

3. Effective November 1, assigned days off will remain unchanged until March 1, 1957. Subsequent changes thereafter may be made each four months, unless otherwise mutually agreed to between the Superintendent and Local Chairman.

4. Switchmen who fail to comply with paragraphs (1) and (2), 2. of this agreement, will be assigned "days off" without regard to choice.

5. All switchmen, both regular and extra, will be assigned two consecutive days off each week



with the understanding the assigned days off of the extra switchmen will be sufficiently flexible to meet the requirements of Section (f) of the Five-Day Work Week Agreement. In order that extra switchmen may obtain five straight time starts in their work week, they may work on their assigned days off in their seniority order as extra men unless they have voluntarily laid off during their work week. Extra switchmen having voluntarily laid off during their work week may work on their assigned day or days off only in accordance with their seniority standing on the seniority roster after the switchmen's extra list has become exhausted on such days.

(2) A work week for all switchmen begins the day following their two consecutive assigned days off.

(3) Switchmen desiring to work on their regularly assigned days off in their work week, double over and/or work a second assignment within the same 24 hour crew board marking period will register their names and desires with the caller, specifying whether they desire to be called to fill vacancies after the switchmen's extra list becomes exhausted:

1. Working on their assigned days off,
2. Double over,
3. Working a second assignment in the same 24-hour crew board marking period, or under all three of the mentioned categories. Switchmen who have properly registered with the caller as outlined in this item will be called to fill the vacancies that occur after the switchmen's extra list becomes exhausted before calling any switchmen who have not so registered.

(4) When all switchmen, both regular and extra, who are eligible and available to work, have been marked on one assignment of work in the 24 hour crew board marking period, and the switchmen's extra list thus becomes exhausted and there are additional vacancies to be filled, switchmen, whether working regularly or extra, will be called in accordance with their seniority standing on the seniority roster to fill such vacancies providing they have properly registered their names with the caller in accordance with paragraph (3) of this agreement and are available and still have eight hours left in which to work in accordance with the Hours of Service Law. Unless the requirements of the service make it necessary, such men will be used on their assigned days off only once within a 24 hour crew board marking period.

(5) It is understood that the term "switchman" as used herein refers to yard foremen, helpers, car retarder operators or switchtenders.

(6) Any rules, agreements, or understandings regarding the application of the five-day work week agreement, which are in conflict with the provisions of this agreement, are hereby superseded and shall have no force or effect after the effective date of this agreement.

(7) Local agreements which in any way modify the provisions hereof must have the approval of the Vice President of Labor Relations, C. M. St. P. & P. R.R. Co., and the General Chairman of the UTU before placing same in effect.

**Section (p)** In applying the five-day work week for switchmen.

(1) Work performed as yardmaster on one or more of the working days in a switchman's work week will be computed with work performed as switchman in arriving at the five straight time starts such switchman is entitled to work in that work week.

(2) If in performing work as a yardmaster on one or both of a switchman's assigned days off as switchman it results in the switchman working more than five straight time starts in that work week, the straight time starts worked in excess of five shall be deducted from the number of straight time starts such switchman is entitled to work in yard service in the work week following the days off period during which service was performed, and such switchman shall be required to lay off as switchman in such work week for the number of straight time starts worked in excess of five in the preceding work week, provided that such switchman may be relieved by an extra switchman at the straight time rate of pay.

**INTERPRETATION:** A switchman who performed service as a yardmaster on one or both of his assigned days off in his work week, resulting in his working in excess of five straight time starts in that work week, must take off the number of straight time starts worked in excess of five in that work week in his following work week as soon as an extra switchman is available to relieve him at the straight rate of pay. If no extra switchman is available to relieve him by working at the straight time rate in that work week, he will not be required to take off the number of straight time starts worked in excess of five in the previous week, resulting from his having performed yardmaster service on one or both of his assigned rest days.

(3) The term "switchman" as used in this agreement includes car retarder operators and switch-tenders.

(4) Nothing in this agreement restricts the right of a switchman to work as a yardmaster at any time.

#### **ADDENDUM NO. 1 — AGREEMENT IMPLEMENTING FIVE-DAY WORK WEEK**

Switchmen will, upon written request, be allowed to adjust their vacation to start following the switchmen's regularly assigned second rest day falling in the first week of his scheduled vacation.

**EXAMPLE:** A switchman is scheduled to start his vacation beginning Sunday, the 1st. His rest days are Monday and Tuesday, the second and third. Upon written request, he will be granted the right in that case to start his vacation on Wednesday, the 4th.

**EXAMPLE:** A switchman is scheduled to start his vacation beginning Sunday, the 1st. His rest days are Thursday and Friday, the 5th and 6th. Upon written request, he will be granted the right in that case to start his vacation on Saturday, the 7th.

#### **ADDENDUM NO. 2 — AGREEMENT IMPLEMENTING FIVE-DAY WORK WEEK**

In the application of Items 4 and 5 of the agreement effective November 1, 1956, implementing the National Five-Day Work Week Agreement of May 25, 1951, the following understanding will apply:

**Section (a)** When the switchmen's extra list becomes exhausted and there are additional vacancies to fill, switchmen, who have registered their names with the caller as desiring to work on their regularly assigned days off, will be called in their seniority order to fill such vacancies.

**Section (b)** In the event the assigned rest day list becomes exhausted, switchmen, who have registered their names with the caller as desiring to work a second assignment within the same 24-hour crew board marking period, or switchmen, who have registered their names with the caller as desiring to double over, will be called to fill such vacancies in their seniority order.

#### **ARTICLE 111 — HOLIDAY PAY-YARD SERVICE**

**Section (a)** Regularly Assigned Yard Service Employees.

1. Each regularly assigned yard service employee, who meets the qualifications provided in paragraph 2 hereof, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays.

New Year's Day  
Washington's Birthday  
Decoration Day  
Fourth of July  
Labor Day

Thanksgiving Day  
Christmas Day  
Employee's Birthday  
Veteran's Day (Effective January 1, 1973)

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked.



**NOTE:**— When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

2. To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service 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 yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employee's work week, the first work day following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.

2-a. The eighth paid holiday, the "Birthday Holiday", shall be applied in the following manner:

i. The employee must qualify for his birthday holiday in the same manner as other designated holidays, except that he will not be required to work or be available for work on the birthday holiday to qualify for holiday pay if he so elects by giving reasonable notice to his supervisor of his intention to be off on the birthday holiday.

ii. An employee whose birthday falls on February 29, may, on other than leap years, by giving reasonable notice to his supervisor, have February 28 or the day immediately preceding the first day during which he is not scheduled to work following February 28 considered as his birthday for the purposes of this Article. If an employee's birthday falls on one of the seven listed holidays, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of this Article.

**NOTE 1:** A regularly assigned yard service employee who qualifies for holiday pay under paragraph 2 above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the workday immediately preceding or following the holiday or on the holiday.

**NOTE 2:** A regularly assigned yard service employee whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof as set forth above in paragraph 2, and who reverts to the extra board, will be considered "available" if he marks himself on the extra board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

**NOTE 3:** An employee will be deemed to have performed service or fulfilled his assignment if he is required by the Carrier to perform other service in accordance with rules and practices on the Carrier.

3. 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.

4. When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his work days immediately preceding and following the vacation period.

5. Not more than one time and one-half payment will be allowed in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a work day, a vacation day, and/or the Employee's Birthday.

6. In yards operating under strict seniority or mark-up boards, determination of "regularly assigned employees" for the purpose of applying the qualifying provisions of paragraph 2 of this Section (a) shall be the subject of negotiations.

7. This Section (a) applies only to regularly assigned yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Except as provided for in Note 3 to Section (a) 2 above, each of the qualifying days of service provided in paragraph 2 of this Section (a) must be performed in yard service.

8. Existing 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 1 of this Section (a) unless the regularly assigned employee fails to qualify under paragraph 2 of this Section (a), shall satisfy such guarantee. Nothing in this Section (a) 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 1 of this Section (a).

9. That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month will not apply to the seven holidays herein referred to but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this Section, will apply.

10. As used in this Section (a) "work day" and "holiday" refer to the day to which service payments are credited.

11. Nothing in this Section (a) shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.

12. A regularly assigned yard service employee who is displaced from his assignment for the holiday by another employee whose assignment has been laid in for that day may exchange assignments with that employee for that holiday **only** so as to avoid having to mark up on the extra board or work a less desirable assignment for that holiday.

#### Section (b) Extra Yard Service Employees

1. Each extra yard service employee, who meets the qualifications provided in paragraph 2 of this Section (b) shall receive one basic day's pay at the pro rata rate on any of the following enumerated holidays:

New Year's Day

Washington's Birthday

Decoration Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day

Employee's Birthday

Veteran's Day (Effective January 1, 1973)

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.

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, and compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

**NOTE 1:** — An employee 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 1 of Section (b) provided (1) he meets the qualifications set forth in paragraph 2 of Section (b) on the day or days he is an extra yard service employee and (2) he meets the qualifications set forth in paragraph 2 of Section (a) on 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 3 qualifying days shall not be entitled to receive the pay provided for in paragraph 1 of Section (b).

**NOTE 2:** For the purpose of Section (b), 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 in accordance with rules and practices on the carrier.

**NOTE 3:** The term "extra yard service employee" shall include an extra employee on a common extra list protecting both road and yard service, except that an employee, while performing service, shall not be regarded as being available for yard service, unless compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holidays.

**NOTE 4:** 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.

3. The eighth paid holiday, the "Birthday Holiday", shall be applied in the following manner:
  - i. The employee must qualify for his birthday holiday in the same manner as other designated holidays, except that he will not be required to work or be available for work on the birthday holiday to qualify for holiday pay if he so elects by giving reasonable notice to his supervisor of his intention to be off on the birthday holiday.
  - ii. An employee whose birthday falls on February 29, may, on other than leap years, by giving reasonable notice to his supervisor, have February 28 or the day immediately preceding the first day during which he is not scheduled to work following February 28 considered as his birthday for the purposes of this Article. If an employee's birthday falls on one of the seven listed holidays, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of this Article.
4. 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.
5. When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his work days immediately preceding and following the vacation period.
6. Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a work day, a vacation day, and/or the Employee's Birthday.
7. As used in this Section (b) the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

8. Nothing in this Section (b) shall be considered to change or modify application of the Vacation Agreements.

#### **ADDENDUM NO. 1 — HOLIDAY PAY-YARD SERVICE**

In determining whether a yardman is a regular or extra yardman for the purpose of qualifying for holiday pay, the regularly assigned yardman will be considered one who, at crew board marking time for the holiday, has sufficient seniority to be given an assignment that works on the holiday. All others would be deemed to be extra yardmen.

In the event a regular yardman is on vacation and returns to service before the holiday, vacation days for which he is compensated will be considered as work days toward the eleven days referred to in Note 3 of Paragraph (b) Section 3—Extra Yard Service Employees—of the Agreement of November 30, 1960, as amended, covering holiday pay to yardmen.

#### **ADDENDUM NO. 2 — HOLIDAY PAY-SWITCHMEN**

(a) A switchman who performs service as switchman on the holiday and works as an extra yardmaster on the work day preceding the holiday and properly fulfills the agreement-prescribed requirements as a switchman on the work day following the holiday, or

(b) A switchman who performs service as switchman on the holiday and properly fulfills the agreement-prescribed requirements as a switchman on the work day preceding the holiday, and works as an extra yardmaster on the work day following the holiday, or

(c) A switchman who performs service as a switchman on the holiday and works as an extra yardmaster on the work day preceding the holiday and the work day following the holiday,

will be deemed to have performed service or fulfilled his assignment on the work day preceding and following the holiday, for the purpose of qualifying for holiday pay as a switchman.

#### **ARTICLE 112 — LUNCH TIME**

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

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

**Section (c)** Sections (a) and (b) of this rule apply to switchtenders, but they will be held responsible for their regular duties during lunch period.

**NOTE:** The lunch period must be given and completed within four and one-half and six hours.

**Question:** If a yard crew, through some unforeseen circumstances, be on duty fourteen hours, would the crew be entitled to a second period in which to eat, and if so, when would it begin?

**Decision:** Sections (a) and (b) apply to both the first and second lunch period. In the case cited, crew would be entitled to the second lunch period six hours after completing the first lunch period. In either case, switchmen will not be worked longer than six hours without being given an opportunity to eat.

**Section (d)** Shelter shall be provided for switchmen and switchtenders when they go to lunch.

**NOTE:** Switchmen will be given a reasonable length of time to secure a hot meal after they have worked a sufficient time under the rules to be entitled to a second meal period, with the understanding there will be no abuses of this privilege.

**ARTICLE 113 — NON-CONSECUTIVE REST DAYS**

In the application of the Five-Day Work Week Agreement, the start of the work week for yard service employees with non-consecutive rest days will be governed as follows:

<u>First Non-Consecutive Rest-Day in the Calendar Week:</u>	<u>Second Non-Consecutive Rest-Day in the Calendar Week:</u>	<u>First Day in the Work Week:</u>
Sunday	Tuesday	Wednesday
Sunday	Wednesday	Thursday
Sunday	Thursday	Friday
Sunday	Friday	Saturday
Monday	Wednesday	Thursday
Monday	Thursday	Friday
Monday	Friday	Saturday
Monday	Saturday	Sunday
Tuesday	Thursday	Friday
Tuesday	Friday	Saturday
Tuesday	Saturday	Sunday
Wednesday	Friday	Saturday
Wednesday	Saturday	Sunday
Thursday	Saturday	Sunday

**ARTICLE 114 — NOT USED IN THEIR TURN (RUN-AROUNDS)**

Yardmen and/or switchtenders who are available and not used in their turn, under the rules, will be allowed a minimum day at the rate of pay applicable to the service they would have performed in addition to any other compensation that they may earn on another assignment that day.

**INTERPRETATION:** Under the provisions of this article, yardmen and switchtenders who are available and not called and used in their turn will be allowed a minimum day (eight hours) at the straight time applicable rate, except in a case where the employee would have been compensated at the time and one-half rate had he been called and performed service. In such a case the time and one-half rate will apply instead of the straight time rate.

**ARTICLE 115 — OVERTIME**

**Section (a)** Regular men: Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate. This Article applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

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

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

1. This Article applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.
2. A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this paragraph 2, shall not apply to employees paid road rates, but governed by yard rules.)



3. Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

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

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

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

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

**NOTE 2:** The adoption of this Article shall not affect any existing article in the schedule of any individual carrier relating to service performed on a succeeding trick when an employee's relief fails to report at the fixed starting time.

**ARTICLE 116 — POINT FOR BEGINNING AND ENDING DAY**

**Section (a)** Switchmen will report and begin work as a unit. Yard crews shall have a designated point for going on duty and a designated point for going off duty. The Company will cooperate in providing locker and suitable sanitary facilities.

**Section (b)** The point for going on and off duty will be governed by local conditions. In certain localities, instructions will provide that switchmen will report at the hump, others report at yard office, others at engine houses or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

**Section (c)** Pay of switchmen shall continue until they return to the point at which they started work.

**ARTICLE 117 — RATES OF PAY**

**Section (a)**

	<b>HOURLY RATES</b>		
	<b>Daily Rates</b>	<b>Pro Rata</b>	<b>Over-Time</b>
Yard Foreman .....	\$45.11	\$5.64	\$8.46
Yard Helper .....	42.27	5.28	7.92
Switchtender .....	39.29	4.91	7.36
Car Retarder Operator .....	46.56	5.82	8.73
Footboard Yardmaster .....	48.87	6.11	9.17
Skatemen .....	45.11	5.64	8.46
Air Hose Allowance (Foreman and Helper) .....	\$2.74		

**Section (b)** Switchmen handling passenger equipment in "back-up" service will receive not less than yard foreman's pay; rate to apply for entire day's work.

**Section (c)** Pilot service will be performed by switchmen who will receive yard foreman's pay; rate to apply for the entire day's work.

**Section (d)** Basic Day

Eight hours or less shall constitute a day's work.

## **ARTICLE 118 — SELF-PROPELLED VEHICLES OR MACHINES (YARD)**

**Yard Service**—A yard conductor (foreman) will be employed on on-rail 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 articles or practices require the employment of a yard ground man, such articles and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

## **ARTICLE 119 — SHOVING CARS**

Yard crews will not be required to shove cars from one yard to another or handle transfers in a shoving movement when circumstances permit the pulling of such cars in a forward movement.

## **ARTICLE 120 — STARTING TIME**

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

**Section (b)** Where three 8-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 a.m. and 8:00 a.m.; the second, 2:30 p.m. and 4:00 p.m.; and the third, 10:30 p.m. and 12 midnight.

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

**Section (d)** Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 a.m. and 10:00 a.m. and the second not later than 10:30 p.m.

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

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

**Section (g)** Exceptions to starting time rules may be agreed upon by the management and general committee to cover local service requirements.

## **ARTICLE 121 — SWITCHES (THROWING OF)**

The throwing of switches leading to and from yard tracks and in cross-over movements properly belongs to yardmen.

At terminals where yardmen are employed, firemen on light engine movements confined exclusively within the terminal district will not be required to throw switches after having passed the roundhouse lead switch connection to the yard on the outbound movement, nor will they be required to throw switches prior to arriving at the switch connection to the roundhouse track on the inbound movement except in an emergency when it is necessary to clear an opposing or passing train on main tracks.

It is understood and agreed the present practice of hostlers or hostler helpers throwing switches in connection with their hostling work in the roundhouse district may be continued.

It is further understood that at points where switchtenders now handle roundhouse lead switch connections, this will be continued.

#### **ARTICLE 122 — SWITCHMEN PERFORMING ROAD SERVICE**

**Section (a)** Where regularly assigned to perform service within switching limits, switchmen 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.

**NOTE:** A road crew is available when rest is up and subject to call.

#### **ARTICLE 123 — WORKING 12 HOURS**

**Section (a)** Switchmen required to work twelve (12) hours will resume work when their rest period is up under the law, and their pay will begin at their established starting time.

## PART IV

### Local Agreements applicable to each Seniority District, Division or Terminal.

#### C&M SENIORITY DISTRICT

##### HOME TERMINAL — MILWAUKEE, WISCONSIN

1. Payment for call and release in addition to deadhead payment when not used in the service for which deadheaded.
2. Agreement providing the Carrier has the right to operate four regularly assigned trains out of Galewood; "J" Line extras out of Galewood via Pacific Junction; regularly assigned patrol jobs into and out of Galewood via Pacific Junction; one regularly assigned road service train out of Western Avenue; main passenger trains or mixed trains into or out of Western Avenue; and steam derrick into and out of Galewood via Pacific Junction.
3. Agreement covering the manner in which unassigned work train service will be manned.
4. Determination of first-in, first-out order of pool freight crews at Milwaukee and Bensenville.
5. Calling agreement, effective January 1, 1957, as amended.
6. Joint seniority agreement on Milwaukee Division, First and Third Districts, effective August 5, 1957.
7. Understanding effective September 1, 1972, in connection with C&M pool crews making side trips Bensenville to Janesville, and return.
8. Agreement effective July 1, 1972, conductor's rotary extra assignment agreement at Fox Lake, as amended September 21, 1972.
9. Letter agreement dated September 18, 1972, concerning final terminal delay when crews are stopped at Bryn Mawr.
10. Letter agreement dated June 1, 1972, relative to passenger train backups in connection with trains operating on the C&M Seniority District will be performed by Chicago Terminal Coach Yard switchmen.

#### CHICAGO FREIGHT AND COACH YARD SENIORITY DISTRICT

1. Agreement dated August 29, 1961 concerning skatemen employed at Bensenville, Illinois, relative to their duties and rates of pay.
2. Agreement effective December 16, 1960 concerning Chicago Terminal yard crews handling cars of coal to Lake Street.
3. Marking of Freight Yard Crew Board.
4. Marking of Coach Yard Crew Board.
5. Starting Time of Extra or Irregular Engines.
6. Interchange with Belt Railway, as amended.
7. Interchange with B&OCT and the Pennsylvania, as amended.
8. Interchange with the IHB, as amended.
9. Interchange of Montgomery-Ward Cars.
10. Back-ups, as amended.
11. Passenger Equipment from connections at Western Avenue.
12. Interchange Deliveries to N&C at 12th St. and CRI&P at LaSalle St. Station.

13. Coach Yard Crews-Freight Yard Crews-Switching Western Avenue-Chicago Union Station District.
14. Switches at California Avenue
15. Car Retarder Operators, as amended.
16. Diesel Movements over Wheel Pit at Western Avenue.
17. Dual Rights-Yardmen and Switchtenders.
18. Holiday pay qualifying Agreement, holiday off list, holiday reserve board effective August 15, 1972.
19. Agreement dated June 1, 1972 covering extension of switching limits of Chicago Terminal Yardmen to include Bryn Mawr.

#### **DES MOINES SENIORITY DISTRICT**

##### **HOME TERMINAL — DES MOINES, IOWA**

1. Agreement providing for road crew on Spencer Patrol switching packing plant located on the Spirit Lake Line just north of the present yard limits at Spencer.
2. Agreement dated January 7, 1944, regarding neutral trackage Madrid-Woodward Junction.

#### **DUBUQUE SENIORITY DISTRICT**

##### **INCLUDING DUBUQUE AND MARQUETTE, IOWA, SWITCHMEN HOME TERMINAL — DUBUQUE, IOWA**

1. Agreement providing cab service when instructed to deadhead via the CB&Q Railroad, dated at Savanna, August 15, 1952.
2. Agreement providing road crews at Dubuque may make a turnaround trip, Dubuque to Savanna and return, on continuous time basis.
3. Agreement providing payment to road crews for switching performed at River Junction under certain circumstances, dated July 1, 1958.
4. Crew Board Agreement at Dubuque, Iowa.
5. Agreement pertaining to relocation of yard limit board 2000 ft. east at Marquette.
6. Understanding dated January 16, 1948, that the territory Caledonia to Isinour's Junction is part of the Dubuque Division Seniority District.
7. Agreement effective May 1, 1972, establishing mileage regulation for freight service of 3800 miles per month.
8. Letter of understanding dated August 10, 1962, that all service performed between the points of Junction Switch at LaCrescent, Minnesota, would be handled in the future as it was in the past.

#### **H&D EAST, MIDDLE, AND WEST SENIORITY DISTRICTS**

##### **INCLUDING ABERDEEN AND MONTEVIDEO, MINNESOTA, SWITCHMEN HOME TERMINALS — ST. PAUL, MINNESOTA-EAST MONTEVIDEO, MINNESOTA-MIDDLE ABERDEEN, SOUTH DAKOTA-WEST**

1. Agreement permitting crews on 263 and 264 to return from Aberdeen to Montevideo on split rest.
2. Agreement determining first-in, first-out order of pool freight trainmen at terminals on the H&D Division.
3. Agreement on Trains 123 and 108—Now Trains 7 and 8.



4. Agreement dated February 2, 1972, governing the manner in which employees will be privileged to exercise their seniority at the away-from-home terminals.
5. Agreement effective October 1, 1972, running crews St. Paul through Minneapolis to Montevideo.

#### **I&D EAST SENIORITY DISTRICT**

##### **INCLUDING MASON CITY, IOWA, SWITCHMEN HOME TERMINAL — MASON CITY, IOWA**

1. Agreement dated March 15, 1962, to the effect that conductors will be called at Mitchell, S.D., instead of Sanborn, Iowa.
2. Agreement providing for road crew on Spencer Patrol switching packing plant at Spirit Lake north of yard limits at Spencer.

#### **I&D WEST SENIORITY DISTRICT**

##### **INCLUDING MITCHELL, SOUTH DAKOTA SWITCHMEN HOME TERMINAL — MITCHELL, SOUTH DAKOTA**

1. Agreement dated March 15, 1962, to the effect that conductors will be called at Mitchell, South Dakota, instead of Sanborn, Iowa.

#### **I&M AND SM EAST SENIORITY DISTRICTS**

##### **INCLUDING AUSTIN, MINNESOTA, SWITCHMEN HOME TERMINAL — AUSTIN, MINNESOTA**

1. Agreement regarding expansion of facilities by Hormel & Company at Austin, permitting Carrier to increase its trackage at that point.
2. Agreement that Old SM East Division crews will not do any work except operating their own trains between Austin and Ramsey.
3. Eddy Paper Agreement dated July 1, 1958.
4. Yard Crew Board Agreement at Austin.
5. Agreement dated April 15, 1962, allowing road crews to perform service at Mendota-Cliff Junction, Minnesota, until such time there is an average of four hours' work each day for Minneapolis switchmen.

#### **ILLINOIS SENIORITY DISTRICT**

##### **HOME TERMINAL — BENSENVILLE, ILLINOIS**

1. Agreement providing for back-up of certain regular passenger trains by the D&I Division, First District, road trainmen between Chicago Union Station and Western Avenue, and Western Avenue and Chicago Union Station, and supplementary understandings in the connection therewith.
2. Agreements providing for D&I Division road crews rerailling cars in the EJ&E Yard at Spaulding under certain circumstances.
3. Agreement providing deadhead payment to trainmen not residing within the City limits of Chicago when required to deadhead in certain unassigned service from Bensenville to Galewood, Western Avenue, or the Chicago Union Station, and required to deadhead from Union Station, Western Avenue, or Galewood to Bensenville.
4. Agreement giving D&I Division trainmen seniority on the CM&G territory between Joliet, Illinois and Kirkland.

5. Agreement giving CM&G trainmen rights on the D&I Division, First District, effective October 15, 1955.
6. Agreement determining the first-in, first-out order of pool freight crews at the terminals Bensenville, Savanna, and Nahant.
7. Agreement determining the first-in, first-out order of extra conductors and brakemen working off the freight extra board at Bensenville.
8. Agreement dated September 12, 1963, in connection with set-up crews called for work train service.
9. An agreement dated September 25, 1972, in connection with the handling of the J&L Steel Train on the Illinois Division.

#### IOWA, EAST, MIDDLE, AND WEST SENIORITY DISTRICTS

INCLUDING DAVENPORT, CEDAR RAPIDS, COUNCIL  
BLUFFS, CLINTON, AND PERRY, IOWA, SWITCHMEN

HOME TERMINALS — SAVANNA, ILLINOIS-IOWA EAST  
SENIORITY DISTRICT

PERRY, IOWA-IOWA MIDDLE AND WEST SENIORITY DISTRICTS

1. Agreement on manning unassigned work train on the Middle and West Seniority Districts of the Iowa Division.
2. Agreement that temporary vacancies on assignments for which either Oxford Junction, Marion, or Cedar Rapids is the home terminal will be filled by trainmen from the extra board maintained at Marion.
3. Agreement providing there will be no more switchtenders employed as such in the Cedar Rapids Yard.
4. Switchtender Agreement at Council Bluffs giving yardmen seniority rights as switchtenders.
5. Agreement providing for extension of Clinton-Lyons Yard and switching limits at Deer Creek Siding.
6. Agreement between the CB&Q, C. M. St. P. & P., and the Organizations providing for road crews of each Railroad handling their own trains picking up and setting out cars in the territory between Clinton and Davenport on the DRI&NW Railroad trackage.
7. Agreement for alternating switching at DuPont Plant at Clinton each four (4) months between C&NW, CB&Q, and the C. M. St. P. & P. crews.
8. Agreement dated January 4, 1962, concerning how Iowa Division trains Nos. 63 and 64 will be handled at Council Bluffs.
9. Agreement dated June 24, 1970, concerning the interchange of cars with various carriers at Council Bluffs.
10. Agreement dated July 15, 1963 governing the marking of the switchmen's crew board at Nahant, Iowa.
11. Agreement effective April 15, 1969, concerning a so-called "no-swipe agreement" that will govern freight crews operating Perry to Council Bluffs and Perry to Atkins.
12. Agreement on crew board marking at Savanna.
13. Agreement providing for cars that will be interchanged by Nahant yardmen to and from the CRI&P Railroad on the CRI&P Transfer at Rock Island, Illinois.
14. Agreement concerning employment of switchtenders at Savanna, Illinois, and interpretation thereof.

15. Agreement of February 25, 1969, extending switching limits at Vera Yard-Cedar Rapids.
16. Understanding dated December 8, 1965, applying the footboard yardmaster rate of pay to the foreman of the yard crews performing switching at the Penick & Ford Plant at Cedar Rapids, with the understanding that the application of this rate will be limited to the foreman of only one yard crew on each shift performing switching at the Penick & Ford Plant.

**KANSAS CITY, MO., SWITCHMEN'S SENIORITY DISTRICT**

1. Agreement in connection with coordination of terminal facilities of Kansas City Southern and C. M. St. P. & P. Railroad, Kansas City, Missouri, dated April 15, 1945.

**KANSAS CITY EAST, MIDDLE, AND WEST SENIORITY DISTRICT  
INCLUDING OTTUMWA, IOWA, SWITCHMEN  
HOME TERMINAL—OTTUMWA, IOWA AND KANSAS CITY, MO.**

1. Agreement in connection with manning unassigned work train service.
2. Agreement governing the operation of locomotive crane by Combs Sand & Gravel Company.
3. Agreement providing for differential to yard foremen at Ottumwa when they are required to also act as yardmaster during the period yardmaster would not be on duty.
4. An agreement dated June 13, 1972, in connection with handling steel train between Kansas City, Mo., and Ottumwa, Iowa.
5. An agreement dated November 6, 1958, in connection with track changes at the Morrell Packing Company Plant at Ottumwa, Iowa.

**LA CROSSE SENIORITY DISTRICT  
INCLUDING PORTAGE AND WATERTOWN, WISCONSIN,  
SWITCHMEN HOME TERMINALS—MILWAUKEE AND  
PORTAGE, WISCONSIN**

1. Agreement on the manning of unassigned work train service.
2. Kroeger Plant Agreement, August 26, 1948; and interpretation thereto (See Item 3).
3. Agreement providing payment to yardmen on the minute basis, with a minimum of one hour for servicing certain industries within their eight hours, arbitrarily being paid at the pro rata rate. If served during the overtime hours, arbitraries to be at the penalty rate.
4. Agreement covering sand pit located two miles west of Portage.
5. Agreement giving the Burlington trackage rights on certain industrial trackage at La Crosse.
6. An agreement effective September 1, 1964, for a so-called "no-swipe agreement" governing pool freight crews operating between Portage and Milwaukee and Portage and La Crosse, as amended by understanding of June 21, 1971.
7. Understanding dated September 11, 1970 allowing footboard yardmasters' rate in lieu of yard foreman's rate of pay at Portage, Wisconsin.

**LA CROSSE SWITCHMEN'S SENIORITY DISTRICT**

1. Understanding dated December 8, 1965 allowing Footboard Yardmaster's rate to yard foremen of the first and second shift when no yardmaster is assigned during the shift, at La Crosse, Wisconsin.

## MADISON SENIORITY DISTRICT

### INCLUDING JANESVILLE AND MADISON, WISCONSIN, SWITCHMEN HOME TERMINAL—MADISON, WISCONSIN

1. Agreement providing for use of two train crews in the handling of way freight between Madison, Wisconsin and Marquette.
2. Kroeger Plant Agreement, August 26, 1948, and interpretation thereto (See Item 3).
3. Agreement providing payment to yardmen on the minute basis, with a minimum of one hour, for servicing certain industries within their eight hours, arbitrary being paid at the pro rata rate. If served during overtime hours, arbitrary to be at penalty rate.
4. Agreement on calling extra employees other than those on the extra list maintained in Janesville covering strictly Mineral Point Division men will be called from the Madison Division employees board at Madison.
5. Agreement on the action of Common Council of the City of Madison regarding ordinance prohibiting bulk oil stations within city limits and switching at Quinn Construction Company, etc.
6. Agreement regarding the switching performed by C&NW Ry. employees at the Oscar Mayer Packing Plant at Madison.
7. Agreement regarding assignment of so-called "Chevrolet Yard Assignments" at Janesville.
8. Agreement governing marking of the yardmen's crew board at Madison.
9. Agreement regarding re-location of yard limit board at Janesville in order to serve Rock River Woolen Mills.
10. Agreement pertaining to re-location of yard limit board 2000-ft. east at Marquette.
11. Agreement effective April 28, 1957, governing the marking of the crew board at Janesville.

## MILWAUKEE, WISCONSIN, SWITCHMEN'S SENIORITY DISTRICT

1. Agreement regarding car retarder operators.
2. Agreement governing the marking of crew board.
3. Agreement that no more switchtenders will be employed as such in the Milwaukee Terminal. Also understanding in filling switchtenders' vacancies.
4. Agreement regarding work performed at the A. O. Smith Plant.
5. Agreement which designates assignments.
6. Agreement providing for interchange of cars with the C&NW Railroad at Washington Street.
7. Agreement providing equalization of service between Milwaukee, Wisconsin yard service employees and Chicago & Northwestern yard service employees in the Menominee Belt District.
8. Agreement effective September 1, 1961 concerning Milwaukee-Skatemen-Bleeders.
9. Granting of leave of absence to engage in Outside Carrier employment effective October 1, 1960.
10. Holiday pay qualifying Agreement, holiday off list, holiday reserve board effective August 15, 1972.
11. Letter of understanding of March 11, 1960 regarding switchtender at the Diamond Cut-off receiving yard helper rate.

## NORTHERN SENIORITY DISTRICT

### HOME TERMINAL—MILWAUKEE, WISCONSIN

1. Joint Seniority Agreement for road trainmen on the Milwaukee Division, First, and Milwaukee, Third District, effective August 5, 1957.

2. Joint Seniority Agreement for Third District road trainmen in the yards at Fond du Lac and Oshkosh and establishing seniority rights for the yardmen in Fond du Lac and Oshkosh as road trainmen on the Milwaukee Division, Third District, effective August 1, 1957.
3. Agreement providing yard rate of pay for road crew when required to perform switching in the yard at Horicon, effective March 1, 1937.

#### **R&SW SENIORITY DISTRICT**

##### **INCLUDING BELOIT, ROCKFORD, RACINE SWITCHMEN HOME TERMINALS—BELOIT AND MILWAUKEE, WISCONSIN**

1. Agreement providing road switcher rate of pay to road train crew on Janesville-Beloit assignment for incidental switching performed at Beloit.
2. Agreement providing for trainmen's extra board at Beloit, Wisconsin for Madison Division, Second District, trainmen.
3. Agreement providing for dual seniority rights between the Old R&S Line and Old R&SW Division road trainmen.
4. Agreement between the C&NW and Milwaukee Railroads and the Organizations of both Railroads governing the operation of Beloit, Wisconsin, Joint Yard.
5. Agreement between the CB&Q, C. M. St. P. & P., and IC Railroad Companies and the Organizations regarding use of Burlington-owned trackage on account of expansion of George D. Roper Company Plant building at Rockford.
6. Agreement between the CB&Q, C. M. St. P. & P., and the IC Railroad Companies and the Organizations regarding switching at the Quaker Oats Plant at Rockford.
7. Agreement concerning extension of the Eastern Yard limits at Rockford.
8. Agreement involving the switching of the Wm. Lans & Sons, Inc. of South Beloit on two additional tracks which were to be built south of the two tracks then in use by the C&NW.
9. Agreement providing for Rockford Yard crews serving the W. F. & John Barnes Company Plant at Rockford.
10. Agreement dated September 1, 1971, the assignments working south of Davis Junction, Illinois, on the former R&S Division will be filled from the board at Beloit, Wisconsin.
11. Letter of Agreement dated June 26, 1972 permitting road and yard crews to do work in the four-mile limit at Racine, Wisconsin.

#### **RIVER SENIORITY DISTRICT**

##### **INCLUDING HASTINGS, RED WING, WABASHA, WINONA, MINNESOTA, AND EAU CLAIRE, WISCONSIN, SWITCHMEN HOME TERMINALS—ST. PAUL, MINNESOTA-FREIGHT SERVICE MINNEAPOLIS, MINNESOTA-PASSENGER SERVICE**

1. Agreement of June 21, 1950 providing payment to road crews for switching performed at River Junction under certain circumstances.
2. Agreement on the duties that employees may perform when trains are operated on the CB&Q between Winona and Trevino.
3. Joint seniority agreement for road trainmen in various yards and for various yardmen as road trainmen on the L&R Division, Second District.



4. Agreement effective May 1, 1959 providing the method of determining the "first in—first out" order of unassigned pool freight crews at terminals.
5. Agreement on the application of guarantees on passenger assignments.
6. Agreement effective November 1, 1944 covering yard crews at Winona serving Swift & Co. plant.
7. Agreement dated May 15, 1941 covering yard crews at Red Wing serving American Rock Wool Corp.

#### **SC&D SENIORITY DISTRICT**

##### INCLUDING SIOUX CITY AND SIOUX FALLS SWITCHMEN HOME TERMINAL—SIOUX CITY, IOWA

1. Agreement waiving payment for calendar working day guarantee for trainmen working on assignment of Trains 173 and 164 between Sioux City West Yard and Sioux Falls.
2. Agreement on Trains 123 and 108—Now Trains 7 and 8.
3. Crew board agreement at Sioux Falls.
4. Agreement covering the assigned days off for yardmen at Sioux Falls.

#### **SM WEST SENIORITY DISTRICT**

##### HOME TERMINAL—MADISON, SOUTH DAKOTA

#### **SUPERIOR SENIORITY DISTRICT**

##### INCLUDING GREEN BAY, WISCONSIN, SWITCHMEN HOME TERMINAL—GREEN BAY, WISCONSIN

1. Agreement providing for division of work handling iron ore and other service incidental thereto on the Menominee Range and pro-rating the handling of nonpooled traffic west of Iron Mountain and Channing, dated April 22, 1937, and supplements thereto.
2. Agreement effective October 1, 1943 covering bulletining yard service in outlying yards where road trainmen perform the service.
3. Agreement providing for footboard yardmaster's rate for the engine foremen in various yards.
4. Agreement that extra list for road trainmen will be maintained at Channing, Michigan from which specified vacancies will be filled.
5. Agreement of August 12, 1968 concerning the assignment of crews on Trains 82-69.
6. Letter of Agreement dated March 16, 1970 recognizing that the Superior Seniority District road trainmen's seniority list will serve as the seniority roster for yardmen at Channing, Escanaba, Iron Mountain and Menominee, Michigan and Menasha, Wisconsin.

#### **TERRE HAUTE SENIORITY DISTRICT**

##### INCLUDING FAITHORN, ILLINOIS, BEDFORD AND TERRE HAUTE SWITCHMEN HOME TERMINAL—TERRE HAUTE, INDIANA

1. Agreement on the Bushrod Branch of the Pennsylvania Railroad.
2. Agreement covering creation of and manning of Latta mine yard assignments.
3. Agreement giving Terre Haute Division road trainmen seniority rights on CM&G territory between Joliet, Illinois and Delmar, Indiana.

4. Agreement providing yard rate of pay to road trainmen assigned to perform mine and yard switching, inclusive of hauling cars to and from various points.
5. Agreements covering marking of yardmen's crew board at Terre Haute.
6. Agreement providing additional payment to Faithorn-Bensenville transfer crews for performing general yard switching at North Harvey, Chicago Heights, McDonald and Thornton.
7. Agreement covering yard crews operating in Faithorn-Bensenville transfer service.

#### **TWIN CITY TERMINAL SWITCHMEN'S SENIORITY DISTRICT**

1. Agreement governing marking of crew boards at Minneapolis.
2. Agreement in connection with switching on the premises of St. Paul Union Depot Railroad.
3. Agreement governing marking of crew board at St. Paul.
4. Holiday Reserve Board Agreement effective August 15, 1972.
5. Agreement covering I&M road crews—Mendota Cliff Jct. territory.
6. Agreements governing skatemen and car retarder operators at St. Paul.

#### **WISCONSIN VALLEY SENIORITY DISTRICT**

##### **INCLUDING MERRILL AND WAUSAU, WISCONSIN, SWITCHMEN HOME TERMINAL—WAUSAU, WISCONSIN**

1. Joint Seniority Agreement for road trainmen in various yards and for various yardmen on the L&R Division, Third District.
2. Agreement effective 11-15-71 concerning crews on trains 272-263 in interdivisional service.