



CHICAGO and NORTH WESTERN

RAILWAY COMPANY

Revised

SCHEDULE OF RULES

&

AGREEMENTS

of

LOCOMOTIVE ENGINEERS

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
UNION PACIFIC/CHICAGO AND NORTH WESTERN
GENERAL COMMITTEE OF ADJUSTMENT

Dear Member:

Your General Committee, meeting in full session in the spring of 1998, directed that we have the 1955 Schedule of Agreements reprinted and simplified by the removal of obsolete rules.

This book is the result of that directive and also contains excerpts of Memorandum Agreements and National Agreements supplementing the various BLE Schedule of Agreements.

The front portion of the book contains the 1955 CNW Schedule of Agreements and the rear portion contains excerpts of Agreements from 1964 to 1998.

Due to the limited number of these books, this will be the only copy furnished to you. The construction of this supplement will permit the insertion of additional pages. It is the intent of the Committee to have subsequent agreements printed and distributed to the Divisions thereby assuring you each have up to date information.

Fraternaly yours,

B. D. MacArthur
General Chairman, BLE

BDM:sjm

Chicago and North Western Railway Company

Revised

Schedule of Wages

and

Rules Regulating Employment

of

Locomotive Engineers

Effective December 1, 1955

Chicago and North Western Railway Company
Engineers' Schedule
Effective December 1, 1955
Preamble

The following schedule and appendix, effective December 1, 1955 will govern the employment and compensation of locomotive engineers on the Chicago and North Western Railway, and supersedes all previous agreements and rulings thereon.

Beginning and Ending of Day

- 1(a) In all classes of service, engineers' time will commence at the time they are required to report for duty and shall continue until relieved at terminal (see letter of September 26, 1945, page 167).
- 1(b) Engineers will be relieved at terminal when they have completed the duties they are required to perform.

Basis of Day and Overtime -- Passenger Service

- 3(a) The minimum passenger rate for engineers shall be \$15.91. One hundred miles or less, five hours or less shall constitute a minimum day's work in all classes of passenger service except as otherwise specified herein; miles made in excess of one hundred pro rata.

Short Turnaround Passenger Service

- 3(b) Engineers on short turnaround passenger runs, no single trip of which exceeds eighty 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 hours (computed on each run from the time required to report for duty to the end of that run), within nine consecutive hours; and also for all time in excess of nine consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made.

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

Straightaway or Turnaround Passenger Service

Runs of under eighty miles in each direction may be placed on a one-way basis and a minimum day allowed in each direction if definitely assigned; in which case overtime rules applicable to through passenger service shall apply.

Note: This rule also applies to engineers in extra and unassigned service, and call shall specify whether engineer is to be paid on turnaround or straightaway basis.

Example No. 1

Report for duty at "A" at 5:00 a.m.
Leave "A" at 5:30 a.m.
Arrive at "B" at 6:30 a.m.
Distance from "A" to "B" is 20 miles
Leave "B" at 6:45 a.m.
Arrive at "A" at 7:45 a.m.
Leave "A" at 8:00 a.m.
Arrive at "B" at 9:00 a.m.
Leave "B" at 9:15 a.m.
Arrive at "A" at 10:15 a.m.
Released at "A" at 10:30 a.m.
Report for duty at "A" 4:00 p.m.
Leave "A" at 4:30 p.m.
Arrive at "B" at 5:30 p.m.
Leave "B" at 5:45 p.m.
Arrive at "A" at 6:00 p.m.
Released at "A" at 7:00 p.m.

Allowance

Mileage 120 miles
Overtime 5 hours

Example No. 2

Report for duty at "A" at 5:00 a.m.
Leave "A" at 5:30 a.m.
Arrive at "B" at 6:45 a.m.
Distance from "A" to "B" is 30 miles
Leave "B" at 7:35 a.m.
Arrive at "A" at 8:35 a.m.
Released at "A" at 8:45 a.m.
Report for duty at "A" 10:00 p.m.
Leave "A" at 10:30 a.m.
Arrive at "B" at 11:45 a.m.
Leave "B" at 12:30 p.m.
Arrive at "A" at 1:45 p.m.
Released at "A" at 2:00 p.m.
Report for duty at "A" at 3:30 p.m.
Leave "A" at 4:00 p.m.
Arrive at "B" at 5:15 p.m.
Released at "B" at 5:30 p.m.
Report for duty at "B" at 7:30 p.m.
Leave "B" at 7:45 p.m.
Arrive at "A" at 9:00 p.m.
Released at "A" at 9:15 p.m.

Allowance

Mileage 180 miles
Overtime 7 hours, 15 minutes

Example No. 3

Report for duty at "A" at 8:00 a.m.
Leave "A" at 8:30 a.m.
Arrive at "B" at 9:00 a.m.
Distance from "A" to "B" is 12 miles
Leave "B" at 9:50 a.m.
Arrive at "A" at 10:20 a.m.
Released at "A" at 10:35 a.m.
Report for duty at "A" at 8:00 p.m.
Leave "A" at 8:30 p.m.
Arrive at "B" at 9:00 p.m.
Leave "B" at 9:15 p.m.
Arrive at "A" at 9:45 p.m.
Released at "A" at 10:00 p.m.

Allowance

Mileage 100 miles
Overtime 5 hours

Passenger Service -- Daily Minimum

- 3(c) In all passenger service, the earnings from mileage, overtime, or other rules applicable, for each day service is performed, shall be not less than \$17.43 for engineers.

In applying the \$17.43 minimum for engineers in passenger service, it is intended that on assignments where the engineers run so as to make only the equivalent of a single trip on one direction each day, they shall be paid the guaranteed minimum for each single trip.

For example: On a one hundred miles division engineers double the road Monday, layover Tuesday, double Wednesday, and layover Thursday, etc. They should be allowed the minimum for each leg of their turnaround trip.

On the same division other engineers double the road Monday and Tuesday, and layover Wednesday, double Thursday and Friday, and layover Saturday. These engineers make the equivalent of four single trips every three days, and therefore, would not be entitled to the minimum for each trip.

Other Than Short Turnaround Passenger Service

- 3(d) Engineers on other passenger runs shall be paid overtime on a speed basis of twenty miles per hour computed continuously from the time required to report for duty until released at the end of the 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 five hours from the time of first reporting for duty.

Long Turnaround Passenger Service

- 3(e) The railway may operate runs as "turnarounds." No single trip of which is more than eighty miles and less than one hundred miles, on the basis of actual miles run. Overtime on such runs to be based on a speed of twenty miles per hour, computed from the time required to report for duty at starting point until relieved at the end of round trip; this to include time at turnaround point.

If crew is released from duty at turnaround point, they will be paid on the basis of single trips, with a minimum of one hundred miles for each; overtime after five hours on duty.

Turnaround runs will be definitely specified by railway. Turnarounds so specified shall be changed only when new timetable is issued.

Example No. 4 **164-mile Turnaround**

Report for duty at "A" at.....	5:35 a.m.
Ordered to leave enginehouse	5:50 a.m.
Left enginehouse	5:50 a.m.
Ordered to leave and left passenger terminal "A" at	6:50 a.m.
Arrive at passenger terminal "B" at	9:50 a.m.
Arrive at enginehouse "B" at.....	10:10 a.m.
Report for duty at "B" at.....	4:30 p.m.
Left passenger terminal "B" at.....	5:05 p.m.
Arrive at passenger terminal "A" at	7:45 p.m.
Arrive at enginehouse "A" at.....	8:00 p.m.

Allowance (If released at "B")

Mileage allowed	200 miles
Special allowance, 5:50 a.m. to 6:50 a.m.....	1 hour

Allowance (If not released at "B")

Mileage	164 miles
Special allowance, 5:50 a.m. to 6:50 a.m.....	1 hour
Overtime	5 hours, 13 minutes

Note: This example does not apply to trains starting from Chicago or Omaha.

Example No. 5 **170 mile Turnaround**

Report for duty at "A" at.....	5:00 a.m.
Ordered to leave passenger terminal "A" at	5:50 a.m.
Left passenger terminal "A" at	5:50 a.m.
Arrive at "B" at	8:00 a.m.
Not released at "B." Ordered to leave passenger terminal "B" at.....	9:30 a.m.
Left passenger terminal "B" at	10:30 a.m.
Arrive at passenger terminal "A" at	12:45 p.m.
Released at "A" at	2:15 p.m.

"A" and "B" are terminals.

Allowance

Mileage	170 miles
Final terminal delay	1 hour, 30 minutes

Passenger Service -- Overtime

3(f) All passenger overtime will be computed on the minute basis, and paid for at not less than one-eighth of the daily rate per hour, with a minimum rate of 3.315 cents per minute for engineers.

Assigned Passenger Service -- Engineers Used in Other Service

- 3(g) Engineers on assigned passenger runs tie up after completion of regular assignment, and if used in other passenger or freight service subsequent to completion of regular assignment, a new day or trip begins. The same principle applies to engineers on assigned runs when used prior to beginning work on regular assignment at initial terminal.

Handling Passenger Engines Between Enginehouse and Passenger Station -- Chicago and Omaha

- 3(h) Engineers on passenger trains starting from Chicago or Omaha, except those covered by the provisions of rule 3b, including engineers called for unassigned passenger service starting from any point within the confines of the Chicago Terminal District, will be allowed one mile for each 4.8 minutes, computed from time ordered to leave designated point at Galena or Wisconsin Division Enginehouses at Chicago Shops to time ordered to leave Chicago Passenger Terminal or from time ordered to leave designated point at Iowa Division Enginehouse at Council Bluffs to time ordered to leave Union Passenger Station at Omaha; such time to be deducted in the computation of trip overtime and to determine if overtime accrues compute time from time train is ordered to leave passenger terminal instead of from time ordered to report for duty.

When overtime accrues, under the provisions of this agreement, engineers will be paid for time between time they are required to report for duty, at Galena or Wisconsin Division Enginehouses at Chicago Shops, or Iowa Division Enginehouse at Council Bluffs, and time ordered to leave designated point at such enginehouses.

Engineers on passenger runs who are required to report for duty at Madison Street Passenger Terminal, Chicago, will be allowed one mile for each 4.8 minutes computed from time required to report for duty until departure of train from passenger station, which allowance will cover the performance of all work in connection with servicing and turning locomotives; such time to be deducted in the computation of trip overtime, and to determine if overtime accrues compute time from time train is ordered to leave passenger terminal instead of from time ordered to report for duty.

Foreign Line Deliveries -- Chicago

- 3(i) Engineers in unassigned passenger service or in short turnaround passenger service required to make deliveries to foreign lines subsequent to arrival at Chicago, will be compensated on the minute basis at rate of fifteen miles per hour, computed from time of arrival at point where foreign line delivery is started until time of final release.

Leaving Enginehouse One Hour Before Time Ordered to Leave Passenger Station

- 3(m) Engineers required to and leaving enginehouse with engine one hour or more before time ordered to leave passenger station will be paid additionally for such service, on basis of one mile for each 4.8 minutes at passenger classification rate. Time thus allowed to be deducted in the computation of trip overtime, and to determine if overtime accrues, compute time from time train is ordered to leave passenger station, instead of from time ordered to report for duty. This rule not to include service governed by the provisions of rule 3b nor other passenger trains starting from Chicago or Omaha.

Examples exemplifying computation of time under this rule in connection with allowances for overtime:

Example A

100-Mile Run

Engineer ordered to report for duty at 5:40 a.m.
Ordered to leave enginehouse at 6:00 a.m.
Ordered to leave passenger station at 7:00 a.m.
Arrive at destination at 12:05 p.m.
Released from duty at destination at 12:21 p.m.

Allowance

Miles run 100 miles
Special allowance, 6:00 a.m. to 7:00 a.m. 1 hour
Overtime 5:40 a.m. to 6:00 a.m. and
12:00 noon to 12:21 p.m. 41 minutes

Example B

100-Mile Run

Engineer ordered to report for duty at 5:40 a.m.
Ordered to leave enginehouse at 6:00 a.m.
Ordered to leave passenger station at 7:00 a.m.
Arrives at final destination and relieved at 11:50 a.m.

In computing overtime under this example, same should be computed from time ordered to report for duty (5:40 a.m.) to time relieved from duty (11:50 a.m.), less time representing special allowance (6:00 a.m. to 7:00 a.m.) and the engineer would be entitled to ten minutes overtime as he was on a one-hundred mile run and actually on duty, less time represented by special allowance, five hours and ten minutes.

Passenger Service Defined

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

Engineers in passenger service handling freight equipment or handling one or more cars (passenger train equipped) loaded with freight shall be compensated at the freight rate and under rules applicable to freight service with the following understandings:

- (a) If less than carload freight shipments are handled in more than one car in a passenger train, engineers shall receive the freight rate.
- (b) Placing a small amount of express or baggage in a car loaded with freight for the purpose of defeating the freight rate will not be permitted.

Note: The provisions of this rule to not invalidate the allowance of the way freight rate as per rule 28.

Passenger Delays En Route

5. When road overtime does not accrue, passenger engineers delayed on the road by wrecks, washouts or snow shall be paid for all time lost, on basis of twelve and one-half miles per hour, provided it exceeds one hour.

This rule also applies to passenger engineers delayed in the same manner by preceding and connecting C. & N. W. Railway trains which have been delayed as result of wrecks, washouts, or snow. In no case is this rule applicable to delays resulting from delayed foreign line connection.

The following examples will govern application of Rule 5:

Example No. 1

Report for duty at "A" at..... 6:30 a.m.
Ordered to leave "A" at..... 7:30 a.m.
Leave "A" at..... 7:30 a.m.
Delayed at "B" 1 hour and 30 minutes account snow.
Delayed at "C" 1 hour and 30 minutes account snow.
Delayed at "D" 2 hours and 30 minutes account snow.
Arrive at "E" at..... 4:30 p.m.
Released at "E" at 4:50 p.m.
Distance "A" to "E" is 135 miles.

Allowance

Mileage allowed..... 135 miles
Delayed account snow 5 hours, 30 minutes

Example No. 2

Report for duty at "A" at..... 6:30 a.m.
Ordered to leave "A" at..... 7:30 a.m.
Leave "A" at..... 7:30 a.m.
Delayed at "B" 1 hour and 30 minutes account snow.
Delayed at "C" 3 hours and 40 minutes for a connecting
train which was not delayed account of wreck, washout or snow.
Delayed at "D" 1 hour and 30 minutes on account of wreck.
Arrive at "E" at 6:10 p.m.
Released at "E" at 6:30 p.m.
Distance "A" to "E" is 135 miles.

Allowance

Mileage 135 miles
Overtime 1:15 p.m. to 6:30 p.m. 5 hours, 15 minutes

Extra Work -- Passenger Service

- 6(a) At terminals where there is sufficient extra passenger work to warrant the assigning of extra passenger engineers, such action will be taken. Each division will have authority to make local agreements as to method in which extra passenger work shall be handled, subject to provisions of Rule 76.

Eligibility for Passenger Service

- 6(b) Engineers will be eligible for all classes of service twenty-four months subsequent to date of first trip as engineer, provided they have made 20,000 miles or the equivalent thereof, in road service. In applying the rule the following requirements will be observed:
- (1) A minimum of a two-year period subsequent to date of first trip as engineer.
 - (2) An experience as engineer to the extent of 20,000 miles in road service.

- (3) Non-eligibility for passenger service prior to the expiration of two years, even though engineer has made 20,000 miles.

Note: This rule shall not preclude engineers with less experience than specified herein handling circus or carnival trains.

Note: See memorandum agreement effective April 15, 1945 in respect to eligibility of engineers in suburban passenger service. Also see letter of October 9, 1940.

Rate of Pay -- Freight Service

- 7(a) Rates for engineers in through and irregular freight, pusher, helper, mine run or roustabout, light engine movement in road service, work, wreck, gravel, construction, snow plow or flanger (except passenger engines equipped with pilot snow plow or flanger when engaged in passenger service), circus trains, trains established for the exclusive purpose of handling milk, and all other unclassified service shall be as follows:

New Power -- Rate of Pay

- 7(b) If a type of engine is introduced which formerly was not in use on this railway, and the rates herein provided are less than those in effect on immediate adjacent lines, upon which the operating conditions are comparable, the rates of the other roads shall be applied.

Rate of Pay -- Local, Way Freight, Work, Wreck Service, Etc.

- 7(c) For local, way-freight, wreck, gravel (except commercial), or work train service, fifty-two cents per one hundred miles, or less for engineers shall be added to the through-freight rates, according to class of engine; miles over 100 to be paid for pro rata.

Work Trains Defined

- 7(d) Trains assigned to construction, maintenance or betterment work, shall be considered work trains.

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

Example

Crew on duty in snow plow service 6 hours, 30 minutes, running 48 actual miles.

Allowance

One hundred miles at through-freight rate.

Wreck or Work Train Service -- Defined

Engineers handling wrecker or work train outfits in a train, with or without other cars, in connection with transfer of such equipment from one point to another when it is not contemplated that wrecking or work train service is to be performed, are not considered in work train service.

Mixed Trains

- 7(e) Mixed trains shall be classed as freight trains. Engineers shall be compensated accordingly.

Basis of Day and Overtime in all Road Service Except Passenger

- 8(a) In all classes of service covered by Rule 7, one hundred miles or less, eight hours or less (straightaway or turnaround), shall constitute a day's work; miles in excess of one hundred will be paid for at the mileage rates provided, according to class of engine or other power used.
- 8(b) On runs of one hundred miles or less overtime will begin at the expiration of eight hours; on runs of over one hundred miles, overtime will begin when the time on duty exceeds the miles run divided by twelve and one-half. Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to class of engine or other power used.

See Article IV of the 1986 and 1991 National Agreements.

More Than One Class of Road Service

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

A. Payment

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

When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid to the engineer for the entire day or trip.

2. Road engineers 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.

When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any engine shall be paid to the engineer for the entire day or trip.

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

Examples for the application of this paragraph A-2 are:

(a) An engineer 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 -- Engineer 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 engineer 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 -- Engineer 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 engineer 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 -- Engineer 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 engineer 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 -- Engineer will be paid 100 miles or 8 hours at pro rata rate plus 2 hours at time and on-half for the trip plus 2 hours at time and on-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 engineer 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 -- Engineer will be paid 150 miles or 12 hours at pro rata rate for the trip, plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

B. This rule applies to:

1. Unassigned and/or assigned road service.
2. Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty.
3. Passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

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

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

(Award of Board of Arbitration established under July 17, 1952 agreement in accordance with agreements of May 23, 1952 with Engineers-Firemen-Conductors on the matter of MORE THAN ONE CLASS OF ROAD SERVICE, Washington, D.C., December 3, 1952--is considered in full force and effect the same as though quoted herein.)

Combined Service as Engineer and Fireman

- 9(b) When engineers or motormen perform service as engineer or motorman and fireman or helper on the same trip, they will receive pay for the entire service at the highest rate applicable to any class of service performed with a minimum of 100 miles for the combined service. The overtime basis for the rate paid will apply for the entire trip.
- 9(c) The weight on all power driven wheels will be added to the weight on drivers of locomotives that are equipped with boosters and the weights so produced by such increased weights shall fix the rates for the respective classes of service.

Note: Where locomotive is equipped with trailer truck booster the total weight on all trailer wheels will be added. Where locomotive is equipped with tender booster total weight of truck so equipped will be added to weight on drivers.

Called and Not Wanted

10. When an engineer is called and leaves his place of residence or reports for duty, and is then notified he is not wanted, he shall be paid for all time held, with a minimum of one-quarter of a day, at classification rate applying to service for which called, and, if a pool or extra man, shall retain place on crew board.

If an engineer leaves enginehouse or designated track with engine, he will be paid one hundred miles at classification service rate, and, if a pool or extra man, shall stand last out.

This rule does not permit duplicate payment for the same period of time in connection with "Held away from home terminal" rule.

Time allowed under this rule shall be used to make up monthly guarantee. (See Article 8 -- Agreement of May 23, 1952.)

The following examples will govern in application of Rule 10:

Example No. 1

Engineer called for duty at..... 9:00 a.m.
Notified not wanted, after leaving residence 9:30 a.m.

Allowance

As engineer did not leave enginehouse with engine allow..... One-quarter day

Example No. 2

Ordered to report for duty at "A" at..... 6:00 a.m.
Backed engine out of house at 6:30 a.m.
While engine is on turntable engineer is notified he is not wanted.

Allowance

Engine having left enginehouse, allow 100 miles

Example No. 3

Called and Not Wanted Held Away From Home Terminal

16-hour period at away-from-home terminal expires at ... 3:00 a.m.
Engineer is called for duty at 10:00 a.m.
Notified not wanted at..... 10:30 a.m.

Allowance

Seven hours and thirty minutes at pro rata rate
per hour for last service performed 3:00 a.m. to
10:00 a.m. and 10:30 a.m. to 11:00 a.m.
Called and not wanted..... One-quarter day

Time, under Rule 35, again starts at 3:00 a.m. following day if not used prior to that time.

Definite Terminals, Freight Service -- Except Work or Wrecking Service

11(a) Definite terminals are designated on the various divisions, and the following points are recognized as such:

Galena Division

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

Clinton

Galena Division (Southern District)

Nelson

South Pekin

Iowa Division (East Subdivision)

Clinton

Boone

Iowa Division (West Subdivision)

Boone

Council Bluffs

Iowa Division (Sioux City District)

Sioux City

Iowa Division (Eagle Grove District)

Eagle Grove

Wisconsin-Madison Division (Wisconsin District)

North Fortieth Avenue (Crawford Avenue)

Proviso

South Janesville

North Fond du Lac

Butler

Milwaukee

Wisconsin-Madison Division (Madison District)

Winona

Adams

Butler

South Janesville

Lake Shore Division (Fond du Lac District)

South Janesville

Butler

North Fond du Lac

Lake Shore Division (Green Bay District)

Butler

11(b) Except as otherwise provided, engineers in unassigned freight service (pool crews) tie up at definite terminals, and when they again leave such terminals, a new day or trip begins.

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

Engineers in "freight pool" service will not be excused under pay for the purpose of avoiding the beginning of a new day when they resume duty.

- 11(d) Engineers on assigned runs in through and irregular freight, local freight, and mixed train service tie up after completion of regular assignment, and if used in other freight service subsequent to completion of regular assignment, a new day or trip begins. The same principle applies to engineers on assigned runs who are used in freight service, prior to beginning work on regular assignment, at initial terminal. Such engineers tied up to comply with the "Hours of Service Law" are governed by the provisions of Rule 37.
- 11(e) Engineers required to make short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return, on account of engine failure, running for fuel or water, running for wreck car or carmen, or on account of a derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

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

Regular assignments scheduled or assigned by bulletin may be run in and out of, or, through definite terminals without penalty under terminal rules.

- 11(f) Engineers in regularly assigned service will be compensated on basis of not less than a minimum day for lapback or side trips which are not a part of their assignment and for cause other than those specified in paragraph (e) of this rule. This with the understanding that time consumed in making lapback or side trip movement will be deducted from trip allowance.

Twenty-Five Mile Zone

- 12(a) Engineers 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 for a day, provided (1) that the mileage of all the 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 engineers 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.

This rule applies only to crews in rounds or pool freight service ordered for one or more turnaround trips within a twenty-five mile zone, and does not permit the running of engineers through terminals on divisions where they hold no rights.

The following examples will govern in application of Rule 12:

Example No. 1

Engineer ordered to two turnarounds "A" to "B":

Report for duty at "A" at..... 4:00 a.m.
Leave "A" at..... 4:45 a.m.
Arrive at "B" at 6:15 a.m.
Leave "B" at..... 6:20 a.m.
Arrive at "A" at 7:40 a.m.
Distance "A" to "B" is 24 miles.
Leave "A" at..... 9:00 a.m.
On arrival at "B" engineer was ordered to continue on to "X."

Arrive at "X" at 4:00 p.m.
Released at "X" at 4:15 p.m.
Distance "B" to "X" is 120 miles.

Allowance

"A" to "B" and return to "A" 100 miles
"A" to "X" 144 miles

Example No. 2

Ordered to report at "A" at 5:00 a.m.
Leave "A" at 5:30 a.m.
Arrive at "B" at 8:00 a.m.
Leave "B" at 12:00 Noon
Arrive at "A" at 4:00 p.m.
Leave "A" at 4:30 p.m.
Arrive at "E" at 5:30 p.m.
Leave "E" at 6:00 p.m.
Arrive at "A" and released at 7:00 p.m.
"A" is a definite terminal.
Distance "A" to "B" is 25 miles.
Distance "A" to "E" is 10 miles.

Allowance

"A" to "B" and return, 5:00 a.m. to 4:30 p.m. 8 hours
pro rate, 3 hours 30 minutes overtime
"A" to "E" and return, 4:30 p.m. to 7:00 p.m. 100 miles
As crew left "A" after having been on duty eight hours
or more, a new day beings.

Transfer Service

14. Engineers assigned to hauling service between points named below, will be considered in transfer service:

Between Proviso and Norpol (Franklin Park), or beyond.
Between Proviso and Crawford Avenue, or beyond.
Between Crawford Avenue and Wood Street, or beyond.
Between Wood Street and Foreign Yards.
Between Crawford Avenue and Mayfair, North Avenue, Grand Avenue, or Deering.
Between Council Bluffs and South Omaha.

Engineers assigned to transfer service will be required to perform such switching service as may be considered necessary.

Yard engineers in yards or at industries making trips between yards or between yards and industries in the performance of their work, will not be considered in transfer service.

Pusher or Helper, Mine Runs, Relaying Road Engines, and Trains Established for the Exclusive Purpose of Handling Milk

15. Through-freight rates will apply on pusher or helper, mine runs, relaying road engines, and to trains established for the exclusive purpose of handling milk; all according to class of engines; overtime to be computed on minute basis. Through-freight rules as to mileage and overtime to apply.

Through-freight rates will be paid to engineers when their work consists exclusively of mine run work and switching incidental to such service.

Work and Wreck Service

Way-freight rates will apply on work and wreck trains according to class of engines; overtime to be computed on minute basis. Way-freight rules as to mileage and overtime to apply.

Term "Runs" Defined

16. The term "runs" as used herein is contemplated to cover any work to which engineers may be entitled.

Assigned Engineers -- Not Used

- 17(a) Engineers on assigned runs, who have not been given an opportunity to go out in their turn, provided they have not been displaced under other provisions of this agreement, and have had sufficient rest, will be paid for all time or mileage lost.

Engineers Daily Assigned Runs How Run

- 17(b) On daily-assigned runs engineers will run first-in first-out with respect to each other on the runs to which assigned, when one of the runs is annulled, which results in their being a surplus of engineers at a given terminal. This, however, will not operate to change fixed layover time of the engineers on the runs (See Rules 17d and 17e hereof).

Engineers Not Daily Assigned How Run

- 17(c) On runs not daily when there is a choice of layover on assignments that are annulled on any specific day, and both engineers are at the same terminal when assignment is again operated, the engineer due out on that day will be used without regard to turn. When engineers are at opposite terminals when assignment is annulled, due to holiday or other cause, they will operate opposite assignment until it is practicable to change to their own assignment without penalty to the Railway Company.

By mutual agreement engineers will be permitted to change en route on day prior to annulment of their assignment.

- 17(d) When a train comprising a leg of an engineer's assignment is annulled, or it is known that departure will be delayed from one of its terminals to the extent that the engineer cannot reach the opposite terminal in time to protect the following subsequent trip on his assignment, he will, if transportation service ordinarily used is available, be deadheaded to the opposite terminal. The provisions hereof will also apply to engineers arriving at a terminal too late to operate the opposite leg of their assignment.
- 17(e) Where the return portion of an engineer's regular assignment is annulled and he is held at other than the recognized home terminal of his assignment beyond the scheduled departing time of the return portion of the assignment account transportation service ordinarily used not being available, he will be compensated in line with the provisions of Rule 35 hereof (See Circular Letter S-1-317 of May 10, 1949).

Agreed to understanding regarding application of Rule 17.

In the application of Rule 17, the consist of the train will be considered as the governing factor in identifying regular assignments. In other words, an assignment will be determined by the cars ordinarily handled in the train. This does not mean, however, that the handling of a few cars not ordinarily handled in a specific train, or the fact that other trains may handle a few cars that are ordinarily handled in such specific train, will in any manner change the designation of the assignment.

Where trains are operated in sections, both sections handling the same commodity ordinarily handled in the train, in the case of freight trains, the regularly assigned crew will be used on the first section regardless of the fact that such train is operated out of the terminal prior to arrival of the connecting train. In the case of passenger trains operated in two sections, the regularly assigned crew will, under ordinary circumstances, man the first section.

For the purpose of applying Rule 17e, the railway company will designate the home terminal for each engineer in regular assigned service.

Initial Terminal Delay -- Passenger Service

18(a) Engineers in passenger service shall, when overtime is not allowed, be paid for all time they are delayed at initial terminal on basis of twelve and one-half miles per hour, provided that time is one hour or more. Time will be computed from the time train is ordered to leave.

Example No. 1

50-mile Run Passenger Service:

Report for duty at "A" at..... 9:00 a.m.
Ordered to leave "A" at..... 9:30 a.m.
Leave "A" at..... 10:30 a.m.
Arrive at "B" at 1:00 p.m.
Released at "B" at 1:10 p.m.

Allowance

Mileage allowed..... 100 miles
Delayed time, 9:30 a.m. to 10:30 a.m. 1 hour

Example No. 2

Initial Terminal Delay

Final Terminal Delay

Short turnaround Passenger Service

Ordered to report for duty at "A" at..... 6:00 a.m.
Ordered to leave passenger terminal "A" at..... 6:30 a.m.
Leave passenger terminal "A" at 7:33 a.m.
Arrive at "B" at 9:30 a.m.
Released at "B" at 9:45 a.m.
Ordered to report for duty at "B" at..... 11:00 a.m.
Ordered to leave "B" at..... 11:30 a.m.
Leave "B" at..... 11:30 a.m.
Arrive at passenger terminal at "A" at 1:30 p.m.
Released at "A" at 2:02 p.m.
Distance "A" to "B" is 60 miles

Allowance

Mileage 120 miles
Initial terminal delay 1 hour, 3 minutes
Final terminal delay 32 minutes

Initial Terminal Delay Through Freight Service

18(b) Initial terminal delay shall be paid on the minute basis to engineers in through freight service after one hour and fifteen minutes unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at one-eighth of the basic daily rate, according to the class of engine used, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

Note: The phrase "train leaves the terminal" means when the train actually starts on its road trip from the yard track where the train is first made up.

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 one hour and fifteen minutes after which initial terminal delay payment begins.

Note: The phrase "through freight service" as used in this rule does not include pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher, district runs, local freight and mixed service.

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.

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.

Example No. 1

80-mile Run (initial terminal delay exactly 1 hour and 15 minutes)

Report of duty at terminal "A" at 9:00 a.m.
Departed from yard track at "A" where train was
first made up 10:15 a.m.
Arrived designated switch at "B" at 4:00 p.m.
Released at "B" at 4:15 p.m.

Allowance

Mileage allowed 100 miles
Initial terminal delay None

Example No. 2

80-mile Run (money value of initial terminal delay same as that for overtime)

Report of duty at terminal "A" at 9:00 a.m.
Departed from yard track at "A" where train was
first made up 1:15 p.m.
Arrived designated switch at "B" at 6:10 p.m.
Released at "B" at 7:00 p.m.

Allowance

Mileage allowed 100 miles
Initial terminal delay 3 hours at pro rata rate

(3 hours initial terminal delay at pro rata rate is paid in lieu of 2 hours overtime for the reason the penalty payment was the result of the delay at initial terminal and not due to time on road.)

Overtime None

Example No. 3

80-mile Run (overtime greater than initial terminal delay)

Report for duty at terminal "A" at 9:00 a.m.
Departed from yard track at "A" where train was
first made up at 10:55 a.m.
Arrived designated switch at "B" at 6:45 p.m.
Released at "B" at 7:00 p.m.

Allowance

Mileage allowed 100 miles
Initial terminal delay None
Overtime 2 hours at rate and one-half for the reason such allowance exceeds the 40 minutes initial terminal delay.

Example No. 4

80-mile Run (money value of overtime greater than initial terminal delay)

Report for duty at terminal "A" at 9:00 a.m.
Departed from yard track at "A" where train was
first made up 1:15 p.m.
Arrived designated switch at "B" at 7:00 p.m.
Released at "B" at 7:15 p.m.

Allowance

Mileage allowed 100 miles
Overtime 2 hours and 15 minutes at overtime rate
(Overtime is allowed in lieu of 3 hours initial terminal delay for the reason the money value is greater.)

Example No. 5

80-mile Run (arbitrary for initial terminal switching -- initial terminal delay -- final terminal switching)

Engine crew reports for duty at terminal "A" at 8:45 a.m.
Crew reports for duty as unit at terminal "A" at 9:00 a.m.
Switched at "A" to 9:15 a.m.
Delayed at "A" 9:15 a.m.
to 11:15 a.m.
Departed from yard track at "A" where train was
first made up 11:15 a.m.
Arrived designated switch at "B" at 2:00 p.m.
Switched at "B" and released at 3:30 p.m.

Allowance

Mileage allowed.....100 miles
Initial terminal switching..... Minimum of 1 hour at
3/16 daily road rate for
15 minutes actual time switching.
Initial terminal delay..... 1 hour
(8:45 a.m. to 11:15 a.m., less 1 hour, 15 minutes unpaid
delay time, less 15 minutes actual time switching.)
Final terminal switching 1 hour, 30 minutes

Example No. 6

80-mile Run (initial terminal delay -- initial terminal switching -- final terminal switching)

Engine crew reports for duty at terminal "A" at..... 8:45 a.m.
Crew reports for duty as unit at terminal "A" at 9:00 a.m.
Switch at "A" until 11:00 a.m.
Depart from yard track where train was first made up.... 11:15 a.m.
Arrived designated switch at "B" at..... 3:45 p.m.
Switched at "B" and released at 4:45 p.m.

Allowance

Mileage allowed.....100 miles
Initial terminal delay.....None
Initial terminal switching..... 2 hours at 3/16 daily road rate
Final terminal switching 1 hour at 3/16 daily road rate
(In this example initial terminal delay time, computed from 8:45 a.m.
to 11:15 a.m., or 2 hours 30 minutes, less 2 hours allowed as initial
terminal switching, does not exceed the 1 hour 15 minutes free time.)

Example No. 7

90-mile Run (initial terminal delay -- final terminal delay -- when less than 1 mile is involved between enginehouse track, the point reporting for duty, and point of departure from track on which train is first made up)

Report for duty at terminal "A" at..... 7:00 a.m.
Depart from yard track at "A" where train was
first made up 8:35 a.m.
Arrived designated switch at final terminal "B" at 1:50 p.m.
Released at "B" 3:00 p.m.
(Distance from enginehouse track, the point reporting
for duty and point of departure is less than one mile.)

Allowance

Mileage allowed.....100 miles
Initial terminal delay.....20 minutes
Final terminal delay 1 hour, 10 minutes

Example No. 8

90-mile Run (when initial terminal delay exceeds overtime -- final terminal delay -- when less than 1 mile is involved between enginehouse track, the point reporting for duty, and point of departure from track on which train is first made up)

Report for duty at terminal "A" at 7:00 a.m.
Departed from yard track at "A" where train was
first made up 9:35 a.m.
Arrived designated switch at final terminal "B" at 3:00 p.m.
Tied up at "B" at 3:30 p.m.
(Distance from enginehouse track, the point reporting for duty, and point of departure, is less than one mile.)

Allowance

Mileage allowed 100 miles
Initial terminal delay 1 hour and 20 minutes
Final terminal delay 30 minutes
Overtime None
(Initial terminal delay exceeds overtime.)

Example No. 9

90-mile Run (initial terminal delay -- final terminal delay -- when one mile or more is allowed between enginehouse track, the point reporting for duty, and point of departure from track on which train is first made up)

Report for duty at terminal "A" at 7:00 a.m.
Depart from yard track at "A" where train was
first made up 8:20 a.m.
Arrived designated switch at final terminal "B" at 1:50 p.m.
Released at "B" at 3:00 p.m.
(Distance from enginehouse track, the point reporting for duty, to point of departure is 2 miles.)

Allowance

Mileage allowed 100 miles
Initial terminal delay None
(In this example, initial terminal delay would start after
1 hour and 25 minutes, i.e., 1 hour 15 minutes plus 10 minutes
-- such 10 minutes being computed by 4.8 minutes times 2 miles.)
Final terminal delay 1 hour and 10 minutes

Example No. 10

90-mile Run (when initial terminal delay exceeds overtime -- final terminal delay -- when one mile or more is allowed between enginehouse track, the point reporting for duty, and point of departure from track on which train is first made up)

Report for duty at terminal "A" at 7:00 a.m.
Depart from yard track at "A" where train was
first made up at 9:15 a.m.
Arrived final terminal "B" at 3:00 p.m.
Released at "B" at 3:30 p.m.
(Distance from enginehouse track, the point reporting for duty, to point of departure is 2 miles.)

Allowance

Mileage allowed.....100 miles
Initial terminal delay.....50 minutes
(In this example initial terminal delay would start after
1 hour and 25 minutes, i.e., 1 hour 15 minutes plus 10 minutes
-- such 10 minutes being computed by 4.8 minutes time 2 miles.)
Overtime.....None
Final Terminal delay.....30 minutes

Example No. 11

132-mile Run

Report for duty at terminal "A" at.....9:00 a.m.
Depart from yard track at "A" where train was
first made up.....10:30 a.m.
Arrived designated switch at final terminal "B" at.....2:00 p.m.
Released at "B" at.....2:20 p.m.

Allowance

Mileage allowed.....134 miles
(The distance between point of going on duty at enginehouse track at initial terminal and point of
going off duty at the final terminal is 134 miles. At the initial terminal the distance between point of
going on duty at enginehouse track and point where train is made up is 2 miles. Under initial
terminal delay rule, delay time would commence 1 hour 25 minutes after reporting for duty.)
Initial terminal delay.....5 minutes

Example No. 12

120-mile Run

(Interpretation of "train leaves the terminal" in note following first paragraph, Rule 18b.)

Report for duty at terminal "A" at.....9:00 a.m.
Departed from yard track "A" where train was
first made up at.....10:00 a.m.
Train is stopped at another point in the yard, or in an
adjoining yard, within the switching district of terminal
"A" where additional cars are placed in the train and
departs from that point on road trip at.....10:45 a.m.
Arrived final terminal "B" at.....5:00 p.m.
Released at "B" at.....5:15 p.m.

Allowance

Mileage allowed.....120 miles
Initial terminal delay.....None
(See Memorandum Agreement of July 1, 1957, Initial Terminal Delay)

Example No. 13

(Interpretation of "train leaves the terminal" -- engine and caboose.)

Same as Example No. 12 except that train departs from the yard in which first made up with engine
and caboose only, at 10:00 a.m., and proceeds to another yard in the switching district of terminal
"A" where balance of train is picked up, departing from that point on the road trip at 10:45 a.m.

Allowance

See Memorandum Agreement of July 1, 1957, Initial Terminal Delay.

Example No. 14

120-mile Run

(Interpretation of "train leaves the terminal" -- light engine movement.)

Report for duty at terminal "A" to handle light engine to terminal "B" at 9:00 a.m.
Departed from enginehouse track and arrived at point near yard office where conductor boarded engine with orders. Engine starts on its road trip from this point in the yard at 11:00 a.m.
Arrived designated switch at terminal "B" at 3:00 p.m.
Released at "B" at 3:15 p.m.

Allowance

Mileage allowed 120 miles
Initial terminal delay 45 minutes

Question 1:

How are fractions of a mile computed?

Answer:

In extending the period of 1 hour and 15 minutes after which initial terminal delay payment begins by 4.8 minutes for each mile so allowed 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, the fraction of .5 minutes or less will be dropped while the fraction of more than .5 will be considered 1 minute. For example, 1 mile times 4.8 minutes equals 5 minutes, 2 miles times 4.8 minutes equals 9.6 or 10 minutes, 3 miles times 4.8 minutes equals 14.4 minutes or 14 minutes.

Question 2:

When a through freight crew is paid way freight rates under the conversion rule, are they considered in through freight or in way freight service?

Answer:

A through freight train, the crew of which is paid way freight rates under the conversion rule, is a through freight train in the application of Rule 18b.

Delay Time Used to Make Up Monthly Guarantee

19. Delay time will not be used to make up constructive mileage on each day's work, but will be used to make up the guarantee of twenty-six hundred miles at the end of each month.

Final Terminal Delay – See Article V 1986 N.A.

20. For passenger service, final terminal delay shall be computed from time train reaches terminal station.

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 minutes, will be paid for the full delay at the end of the trip, at the overtime rate for passenger service, and at the pro rata or overtime rate for freight service, according to class of engine, on the minute basis.

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

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

When final terminal delay accrues, mileage between designated points and point of release will not be allowed. When final terminal delay does not accrue actual mileage will be allowed from designated switch or passenger station to point of release, and will be added to the actual mileage of the trip. Less than one mile will not be counted. This applies to both passenger and freight service.

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

Question:

Do the provisions of Rule 20 apply to engineers in passenger service stopped prior to reaching terminal station account other trains occupying station tracks?

Answer:

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

Final Terminal Delay -- Boone

Final terminal delay, eastbound freight trains, Iowa Division (West Subdivision) arriving at Boone will commence when engine reaches designated main track switch connection with the yard track located west of Eight Street Tower.

If and when eastbound freight trains are stopped after reaching Division Street and before reaching the main track switch connection with the yard track, final terminal delay will commence at time the first stop is made.

Final Terminal Delay -- Sioux City

When freight trains are required to stop at Dace Street, Sioux City, final terminal delay will be computed from the time the stop is made.

When freight trains are not required to stop at Dace Street, Sioux City, as indicated above, final terminal delay for engineers will be computed from the time the engine reaches designated main track switch connection with the yard track.

Example No. 1 Freight Service

Required to report at "A" at..... 7:00 a.m.
Leave "A" at..... 7:30 a.m.
Runs "A" to "B," distance of 100 miles.
Arrives at "B" at 2:25 p.m.
Relieved at "B" 3:00 p.m.

Allowance

See Article V of the 1986 N.A.

Example No. 2

Freight Service

Required to report at "A" at..... 7:00 a.m.
Leaves "A" at..... 7:15 a.m.
Runs "A" to "B," distance of 100 miles.
Arrives at "B" at 2:00 p.m.
Relieved at "B" at..... 3:20 p.m.

Allowance

100 miles plus 1 hour final terminal delay at pro rata rate for period until overtime commences, and for the time thereafter 20 minutes final terminal delay at three-sixteenths of the daily rate per hour.
See Article V of the 1986 N.A.

Example No. 3

Through-Freight Service

Report for duty at "A" at..... 6:30 a.m.
Leave "A" at..... 7:00 a.m.
Arrive at "B" at 11:00 a.m.
Released at "B" at 11:35 a.m.
Report for duty at "B" at..... 4:00 p.m.
Leave "B" at..... 4:30 p.m.
Arrive at "A" at 8:30 p.m.
Released at "A" at 9:15 p.m.
Distance "A" to "B" is 50 miles. "A" is a definite terminal,
"B" is an intermediate point.

Allowance

Mileage allowed.....200 miles
Final terminal delay 1 hour, 20 minutes

Example No. 4

Through-Freight Service

Report for duty at "A" at..... 8:00 a.m.
Leave "A" at..... 8:30 a.m.
Arrive at "B" at 12:30 p.m.
Released at "B" at 1:45 p.m.
Report for duty at "B" at..... 5:00 p.m.
Leave "B" at..... 5:30 p.m.
Arrive at "C" at 10:30 p.m.
Released at "C" at 11:20 p.m.
Distance "A" to "B" is 60 miles.
Distance "B" to "C" is 60 miles.
"A" and "C" are definite terminals.
"B" is an intermediate point.

Allowance

Mileage allowed.....200 miles
Final terminal delay2 hours, 5 minutes

Example No. 5

Through-Freight Service

Report for duty at "A" at..... 8:00 a.m.
Leave "A" at..... 8:30 a.m.
Arrive at "B" at 12:30 p.m.
Not released at "B"
Leave "B" at..... 5:30 p.m.
Arrive at "C" at 10:30 p.m.
Released at "C" at 11:20 P.M.
Distance "A" to "B" is 60 miles.
Distance "B" to "C" is 60 miles.
"A" and "C" are definite terminals.
"B" is an intermediate point.

Allowance

Mileage.....120 miles
Overtime (5:36 p.m. to 11:20 p.m.) 5 hours, 44 minutes
Rule 18a -- Initial Terminal Delay
Rule 20 -- Final Terminal Delay

Example No. 6

Passenger Service

Ordered to report for duty at "A" at..... 6:00 a.m.
Ordered to leave passenger terminal at "A" at..... 6:30 a.m.
Leave passenger terminal "A" at 7:33 a.m.
Arrive at "B" at 9:30 a.m.
Released at "B" at 9:45 a.m.
Ordered to report for duty at "B" at..... 11:00 a.m.
Ordered to leave "B" at..... 11:30 a.m.
Leave "B" at 11:30 a.m.
Arrive at passenger terminal "A" at 1:30 p.m.
Released at "A" at 2:02 p.m.
Distance "A" to "B" is 60 miles.

Allowance

Mileage.....120 miles
Initial terminal delay 1 hour, 3 minutes
Final terminal delay32 minutes
(See Article V of the 1986 N.A.)

Deadheading – See Article VI of the 1986 N.A. and Side Letter #4

21(a) Deadheading on Railway Company's business on passenger trains will be paid for the actual mileage at 15.91 cents per mile for engineers and for deadheading on other trains 16.80 cents per mile for engineers; provided that a minimum day at the above rates will be paid for the deadhead trip if no other service is performed within twenty-four hours from time called to deadhead. Deadheading resulting from the exercise of seniority rights will not be paid for.

21(b) Engineers deadheading in cabooses for relief in snow plow service shall be allowed actual time or miles, whichever is the greater, at the minimum freight classification rate as shown in Rule 7 hereof and applicable to the engine hauling the train on which the deadheading is performed; provided that a minimum day at the above rates will be paid for the deadhead trip if no other service is performed within twenty-four hours from time called to deadhead. It is understood that the above basis of compensation will apply only when engineers are deadheaded on trains specifically ordered for and performing snow plow service, and such deadhead time shall be used to make up constructive mileage when other service is performed with twenty-four hours from time called to deadhead.

Example No. 1

Called to leave "A" deadhead..... 7:00 a.m.
Deadhead "A" to "B" distance 72 miles. .
Arrive "B" 9:40 a.m.
Report for duty "B" 11:00 a.m.
Arrive "A" and released 4:00 p.m.

Allowance

Mileage deadhead rate.....72 miles
Mileage classification rate 100 miles

Basic Day Yard Service

22(a) Eight hours or less shall constitute a day's work.

Overtime Rate in Yard Service -- Regular Engineers

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, according to class of engine. This rule applies only to service paid on the hourly or daily basis and not to service paid on mileage or road basis.

Overtime Rate in Yard Service -- Extra Engineers

Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate. In the application of this rule, the following shall govern:

- (1) This rule 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, shall not apply to employee 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 rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

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

(See Circular Letters S-1-343 of October 8, 1951, and S-1-343-A of March 12, 1952.)

22(b) Engineers shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. So far as is practicable, assignments shall be restricted to eight hours work.

22(c) 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 48 hours advance notice. Practices as to handling of transfer crews are not affected by this section.

22(d) Where three eight-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 12:00 midnight.

22(e) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Section (d).

- 22(f) Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between 6:30 a.m. and 10:00 a.m., and the second not later than 10:30 p.m.

22(g) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Sections (d) or (f).

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

22(i) Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided.

22(j) Yard engineers shall have a designated point for going on duty, and a designated point for going off duty.

22(k) The point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that engine crews will report at the hump, others report at yard offices, others at enginehouses 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.

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

Lunch Time

22(m) Yard crews will be allowed twenty minutes for lunch between four and one-half and six hours after starting work, without deduction in pay.

22(n) 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.

22(o) The lunch period must be given and completed within four and one-half and six hours.

Relay Service

22(p) Engineers assigned to relaying yard engines between enginehouses and yards, between yards, or between yards and enginehouses, will be compensated at yard rates.

22(q) Engineers performing combination yard and yard engine relay service during the course of a day will be compensated on basis of continuous time.

Question 1:

What compensation should be allowed for additional service where a crew is regularly assigned to work 12:00 midnight to 8:00 a.m. and . . . (service performed not affected by exceptions outlined in this rule)

(a) Is required to cover the third shift on the same day -- 4:00 p.m. to 12:00 midnight?

Answer:

Eight hours at time and one-half.

(b) Is required in an emergency to work 8:30 a.m. until 11:30 a.m.?

Answer:

Eight hours at time and one-half.

(c) Is required in an emergency to work 8:00 p.m. to 12:00 midnight (four hours) on the same day?

Answer:

Eight hours at time and one-half.

(d) Is given forty-eight hours notice and assignment is moved up an hour, starting at 11:00 p.m. and being relieved at 7:00 a.m. and consequently in the twenty-four hour period works nine hours, but not more than eight hours on a shift?

Answer:

On account of complying with the forty-eight hour provision, which makes it permissible to change beginning time, crews only entitled to a minimum day.

Question 2:

What compensation should be allowed an extra man, who is called and at 4:00 a.m., relieves a regular man who is covering an assignment 12:00 midnight to 8:00 a.m. and the assignment works until 9:00 a.m.?

Regular engineer working four hours.

Extra Engineer working five hours

Remainder of crew working nine hours.

Answer:

Extra man will receive a minimum day only.

Yard Engineers Held at Outlying Points

23. Yard engineers at outlying points or terminals where no extra men are employed will receive pay at the rate of eight hours per day for all time so held. This rule not to apply to one day in each week between 6:00 p.m. Saturday and 6:00 a.m. Monday, unless the engineer is notified to be prepared to respond to a call.

Example No. 1

At an outside point or at a terminal where no extra men are employed, a yard engineer, assigned nightly except Sunday, is not worked Saturday night, but is worked Sunday night.

Allowance

Eight hours at classification yard rate for Saturday night.

Combination Switching and Road Service

24. Where regularly assigned to perform service within switching limits, yard engineers shall not be used in road service when road engineers are available, except in case of emergency. When yard engineers 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.

Transfer or Yard Engineers Relieved

25. Transfer or yard engineers shall be relieved from duty at the expiration of twelve hours, provided they give one hour and thirty minutes notice to the foreman of the engine.

Transfer or Yard Engineers Foreign Yards

26. Transfer or yard engineers shall not be required to go to foreign yards, when the total time on duty would exceed twelve hours.

Shop Yard Service

27. Employees (excluding locomotive crane operators and wrecking derrick engineers) assigned to and operating shop yard engines will be paid the yard rates and under yard service rules.

Way-Freight and Switch Runs Defined

28. Engineers in all classes of road service operating trains that are assigned to or who perform any of the following work will be compensated at the way-freight rate:

Station switching.
Loading way freight.
Unloading way freight.
Placing cars containing company coal in elevated sheds.

Engineers on trains that are operated for switching purposes will be compensated at the way-freight rate. Engineers operating freight trains required to set out or pick up at four or more stations en route will be compensated at way-freight rate.

Note: The performance of work listed below will not be considered as way-freight work:

Setting out cars from own train.

Picking up cars to go forward in own train.

Placing perishable freight or stock cars from own train.

Placing and unloading stock from own train.

Placing and loading stock cars to go forward in own train.

Replacing cars moved in performance of any of above items.

Sunday Service

29. Assigned way-freight and switch-run engineers will not be required for dead-freight service on their Sunday layover time, or for any service during their Sunday layover time when pool freight engineers are available at the layover point of such way-freight or switch-run engineers.

Switching-Freight, Way-Freight, Switch Run Service – See Article VIII of the 1986 and 1991 N.A.

- 30(a) Engineers in road freight service required to perform switching at initial terminal and/or at final terminal where yard engines are not operated will be compensated on minute basis with a minimum of one hour at three-sixteenths of the daily rate, according to class of engine and service. Switching allowance to be independent of road trip time.

Engineers operating way-freights or switch runs of seventy miles or less will not receive extra compensation for switching at initial terminal where yard engines are not operated.

Note: The above paragraph is not applicable to engineers in through freight service on runs of seventy miles or less when conversion is effected under provisions of Rule 28.

- 30(b) Engineers in road freight service will not be required to perform switching at points where yard engines are operated and yard crew is on duty, subject to the following exceptions:

Wreck

Washout

Accident requiring immediate service of an engineer.

Setting out cars placed in train through error, bad order cars, cars improperly loaded and no bills, when yard engine is not immediately available. A yard engine will be considered "immediately available" when the yard engine crew is on duty and in the train yard where train is made up.

- 30(c) When road freight engineers are required to perform switching service in circumstances above described in conjunction with road work, they shall be compensated for the switching service subject to provisions of paragraph (a).
- 30(d) If road freight engineers are required to switch at points where yard engines are operated and yard crew on duty in circumstances other than described in paragraphs (b) and (h) of this rule, they will be compensated for such service at not less than a minimum day at yard rate, independent of compensation for any other service performed.
- 30(e) Road freight engineers may be required to switch at points where yard engines are operated but yard crew not on duty. When so used, they will be compensated subject to provisions of paragraph (a), except as provided in paragraph (h) of this rule.

30(f) The time engaged in switching will be computed on following basis:

- (1) At initial terminal from time crew required to report as a unit without regard to preparatory time or performance of individual duties until completion of work and train is coupled together ready for road trip.
- (2) At final terminal from time engine arrives at designated switch where final terminal delay begins and/or from time switching commences at any point within the switching limits until engine is placed on designated track.

30(g) Doubling over train account of yard track of insufficient length to hold train will not be classed as switching.

30(h) At points en route where yard engines are operated and yard crew on duty, road freight engineers may be required to pick up cars from one track and/or set out cars on one track or on and from additional tracks when such tracks are of insufficient length to hold same, without additional compensation. At points en route where yard engines are operated but yard crew not on duty, road freight engineers may be required to place from their trains for unloading or pick up to go forward in their own trains cars containing perishables, live stock, or merchandise, independent of other setout or pickup movements, and will be compensated for this additional service on minute basis with a minimum of one hour at pro rata rate, independent of road trip.

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

30(i) When the switching time of road freight engineers, in yards where yard engines are operated, during periods yard crew is not on duty, amounts to four hours or more in an eight hour spread that comes within the time a yard crew may be worked under provisions of Rule 22, for five consecutive working days, an additional yard engine assignment will be established for the purpose of performing such work. In applying provisions of this section the practices that now obtain in operations of switch runs and way freight runs will be continued.

30(j) At points where yard engines are now operated yard engine service will be continued except when there is less than four hours switching for five consecutive working days in an eight hour spread that comes within the time a yard crew may be worked under the provisions of Rule 22 hereof.

30(k) In yards where yard engines are not operated for the full twenty-four hour period, road freight engineers will not be required to perform switching service within thirty minutes from regular tie-up time of yard engine. When it is known such work will be required, yard crew will be held on duty to perform same.

30(m) Engineers will not be required to segregate cars in their trains en route. However, cars should be picked up in trains as advantageously as possible where it can be done without additional switching.

Switching at Terminals Defined Freight Service

30(m-1) Switching trains, putting away trains, making up trains, loading or unloading stock, loading or unloading freight, actually switching cars to be loaded to go forward in their own or other trains shall be classed as switching.

Switching Passenger Service

30(n) Engineers on passenger runs will not be required to handle cars between yards and passenger stations other than the consist of their own trains.

30(l) Engineers in passenger service required to switch consist of their own train at initial terminal, turnaround point or final terminal, inclusive of setting out car or cars or picking up car or cars to go forward in their own train where yard engines are not operated will be paid on a minute basis with a minimum of one hour at passenger overtime rate, independent of road trip.

30(p) Engineers in passenger service required to switch consist of their own train, inclusive of setting out cars or picking up cars to go forward in their own train at points where yard engines are operated but yard crew not on duty will, except as provided in section (r) of this rule, be paid on the minute basis with a minimum of one hour at a rate per hour of 3/16 of the daily rate, independent of road trip.

Pay for switching under sections (o) and (p) of this rule will be computed on the following basis:

- (1) At initial terminal from time crew required to report as a unit, without regard to preparatory time or performance of individual duties, until completion of work.
- (2) At turnaround point, time actually engaged in switching, computed on a cumulative basis.

Example: Switch 7:00 a.m. to 7:30 a.m. after arrival at turnaround point, then from 9:15 a.m. to 9:50 a.m. prior to departure. Allowance, 1 hour 5 minutes.

- (3) At final terminal from time of arrival at passenger station until switching is completed.

30(q) Engineers in passenger service required to perform switching where yard engines are operated and yard crew on duty will, except as provided in section (r) of this rule, be paid therefor independent of road trip on basis of a minimum day at pro rata yard rates.

30(r) Engineers in passenger service required to pick up cars first out and/or set out one block of cars at initial terminal, intermediate point or final terminal where yard engine is operated, will be paid thirty minutes at passenger overtime rate, independent of road trip.

Movement with train intact between passenger station and yard at terminals is not classed as switching.

30(s) This rule does not provide additional compensation to engineers on passenger runs for service in territory Council Bluffs -- Union Station, Omaha, nor to engineers on short turnaround passenger runs, including suburban service, when required to perform switching outlined in sections (o), (p), (q), and (r), neither does it provide for dual compensation under provisions of rules 3(h), (i), (j), (k), 18 or 20 hereof.

Note: If the compensation earned under provisions of Rules 3(h), (i), (j) and (k), or other rules exceeds the compensation provided for in this rule, engineers will be compensated on the higher basis.

Note: Sections (n) and (q) of this rule are not applicable to engineers on passenger runs operating in either direction between Council Bluffs and Union Station, Omaha, when handling cars other than the consist of their own train.

Understandings Application of Rule 30

The following understandings in respect to proper application of provisions of revised Rule 30 are agreed to:

Rule 30(a) as revised provides allowances for initial terminal switching and final terminal switching on the minute basis at 3/16 of the daily rate per hour, according to class of engine and service for which called. These allowances are applicable to engineers in through freight service regardless of the road trip miles.

The second paragraph of Rule 30(a) provides that engineers on way freight or switch runs of 70 miles or less will not be compensated for performing switching at the initial terminal provided a yard crew is not on duty at the initial terminal. Provisions are made, however, for the allowance of switching time at the final terminal when yard crews are not on duty. The provisions of Rule 20 -- Final-Terminal-Delay Rule -- apply on way freights or switch runs without regard to road trip mileage. If overtime, delayed time, or other allowances would produce more compensation than the final terminal switching, compensation will be rendered on that basis. This paragraph does not provide for dual compensation.

Rules 30(b), (c) and (d) pertain largely to meeting emergencies at points where yard engines are operated and yard crew on duty. The allowances covering the varying conditions arising are clearly set out therein.

In Rule 30(e), provisions are made for the performance of switching at points where yard engines are operated but yard crew not on duty. At points where yard engine is operated but yard crew not on duty road freight engineers may be required to perform switching at initial and final terminal stations subject to the restriction in paragraph (k), and compensated under provisions of paragraph (a). The compensatory period for the performance of switching at initial terminal and final terminal is clearly and definitely set out in Rule 30(f).

Rule 30(g) is self-explanatory.

Rule 30(h). Engineers who receive compensation under the provisions of Rule 30(h) will not be credited with a setout or pickup at a point en route for the purpose of converting the rate as per Rule 28. (See Award 5512, page 205, and Circular S-1-211-A, S-3-68-A of October 7, 1943, page 208.)

Rules 30(i), (j), (k), (l), and (m) are self-explanatory.

Rule 30(n) restricts the handling of equipment by engineers in passenger service between yards and passenger stations to the consist of their own trains, except as provided in note following Rule 30(s).

Rule 30(o) provides compensation for engineers in passenger service when required to switch consist of their own trains at initial terminal, turnaround point or final terminal where yard engines are not operated and differs from present passenger service switching rule in that a minimum of one hour is paid for one hour or less.

Rule 30(p) provides compensation for engineers in passenger service when required to switch consist of their own train at points where yard engines are operated but yard crew not on duty and also provides basis for computing switching allowances under provisions of Rules 30(o) and 30(p). Example in item 2 of Rule 30 (p) applies only in computing allowances on turnaround passenger runs of over 80 miles and less than 100 miles.

Rule 30(q) provides compensation for engineers in passenger service on basis of a minimum day at pro rate yard rate when required to perform switching other than that provided in Rule 30(r), at points where yard engines are operated and yard crew on duty.

Rule 30(r) provides for a minimum of thirty minutes at passenger overtime rate, independent of road trip, for picking up and/or setting out as outlined therein at points where yard engine is operated, and is applicable whether or not yard crew is on duty. The second paragraph of the rule is self-explanatory.

Rule 30(s) provides that the passenger service switching rule is not applicable to service in territory Council Bluffs -- Union Station, Omaha, not to short turnaround passenger runs, including suburban service, and also provides that there will be no dual compensation allowances under the switching rule and the other rules referred to therein.

Freight service switching rule will apply when train classification is changed from passenger to freight account of handling freight in passenger trains.

Final terminal delay time for engineers operating passenger trains from the west will be computed from time of arrival at Union Passenger Station, Omaha.

Examples -- Application of Rule 30

Example No. 1

Way freight or switch run of 70 miles or less -- yard engine not operated at initial terminal.

Report "A"	6:30 a.m.
Crew reports as unit	7:00 a.m.
Switch until	9:00 a.m.
Arrive "Z" and released at.....	2:30 p.m.

Allowance

100 miles at pro rata way freight rate.

Example No. 2

Way freight or switch run of 70 miles or less -- yard engine not operated at final terminal.

Report "A"	6:30 a.m.
Crew reports as unit	7:00 a.m.
Switch until	9:00 a.m.
Arrive designated switch "Z" at.....	1:30 p.m.
Switch at "Z" and released at	2:30 p.m.

Allowance

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

Example No. 3

Way freight or switch run of 70 miles or less -- initial terminal switching -- final terminal switching -- yard engine operated but yard crew not on duty at initial terminal. Yard engine not operated at final terminal.

Report "A"	6:00 a.m.
Crew reports as unit	6:30 a.m.
Switch until	7:15 a.m.
Arrive designated switch at "Z"	2:00 p.m.
Switch until and released at.....	2:30 p.m.

Allowance

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

Example No. 4

Way freight or switch run of 70 miles or less -- switching final terminal -- final terminal delay -- yard engine not operated at final terminal.

Report "A" 6:30 a.m.
Crew reports as unit and departs 7:00 a.m.
Arrive designated switch at "Z" 12:30 p.m.
Switch until 1:30 p.m.
Delayed until and released at 2:30 p.m.

Allowance

100 miles at pro rata way freight rate plus 2 hours at 3/16 daily way freight rate per hour.

Example No. 5

Way freight or switch run of 70 miles or less - final terminal delay.

Report "A" 6:30 a.m.
Crew reports as unit and departs 7:00 a.m.
Arrive designated switch "Z" 2:00 p.m.
Delayed until and released at 2:30 p.m.

Allowance

100 miles at pro rata way freight rate, plus 30 minutes final terminal delay at pro rata rate.

Example No. 6

Way freight or switch run of 70 miles or less -- switching final terminal - final terminal delay -- yard engine not operated.

Report "A" 6:30 a.m.
Crew reports as unit 7:00 a.m.
Arrive designated switch at "Z" 1:00 p.m.
Switch until 1:50 p.m.
Delayed until and released at 2:45 p.m.

Allowance

100 miles at pro rata way freight rate, plus 1 hour 45 minutes switching (1:00 p.m. to 2:45 p.m.) at 3/16 daily road rate per hour and 15 minutes overtime at 3/16 daily road rate per hour (computed from 6:30 a.m.).

Example No. 7

Initial terminal switching -- final terminal delay -- yard engine not operated at either initial terminal or final terminal.

Report "A" 7:00 a.m.
Crew reports as unit 7:30 a.m.
Switch until 8:15 a.m.
Arrive designated switch at "Z" 2:30 p.m.
Delayed until and released at 3:05 p.m.

Allowance

100 miles at pro rata rate, 1 hour switching at 3/16 daily road rate per hour (7:30 a.m. to 8:15 a.m.) plus 35 minutes final terminal delay (30 minutes at pro rata rate and 5 minutes overtime).

Example No. 8

Initial terminal switching -- freight service -- yard engine operated but yard crew not on duty at initial terminal.

Report "A" 6:30 a.m.
Crew reports as unit 7:00 a.m.
Switch until 7:25 a.m.
Arrive "Z" and released at..... 2:30 p.m.

Allowance

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

Example No. 9

Initial terminal switching -- freight service -- yard engine not operated at initial terminal.

Report "A" 6:30 a.m.
Crew reports as unit 7:00 a.m.
Switch until and depart at 7:35 a.m.
Arrive "Z" and released at..... 4:30 p.m.
Distance "A" to "Z" is 100 miles.

Allowance

Minimum of 100 miles at pro rata rate. 1 hour switching at 3/16 daily road rate per hour (7:00 a.m. to 7:35 a.m.), 2 hours overtime at 3/16 daily road rate per hour. (No deduction made in overtime account switching allowance.)

Example No. 10

Final terminal switching -- freight service -- yard engine operated but yard crew not on duty at final terminal.

Report "A" 6:30 a.m.
Crew reports as unit and departs 7:00 a.m.
Arrive designated switch at "Z" 1:30 p.m.
Switch until and released at..... 2:30 p.m.

Allowance

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

Example No. 11

Initial terminal switching -- final terminal switching -- freight service -- yard engines operated but yard crew not on duty at either initial terminal or final terminal.

Report "A" 6:30 a.m.
Crew reports as unit 7:00 a.m.
Switch until 8:00 a.m.
Arrive designated switch at "Z" 2:00 p.m.
Switch until and released at..... 2:30 p.m.

Allowance

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

Example No. 12

Initial terminal switching -- freight service -- overtime -- yard engine operated but yard crew not on duty.

Report "A" 6:30 a.m.
Crew reports as unit 7:00 a.m.
Switch until and depart 7:30 a.m.
Arrive "Z" and released at 4:30 p.m.
Distance "A" to "Z" is 100 miles.

Allowance

100 miles at pro rata rate. 1 hour at 3/16 daily road rate per hour account switching 7:00 a.m. to 7:30 a.m. 2 hours overtime at 3/16 daily road rate per hour. (No deduction made in overtime account switching allowance.)

Example No. 13

Final terminal switching -- final terminal delay -- freight service -- yard engine operated but yard crew not on duty.

Report "A" 6:30 a.m.
Crew reports as unit and departs 7:00 a.m.
Arrive designated switch at "Z" 12:00 noon
Switch until 12:35 p.m.
Delayed until and released at 1:35 p.m.

Allowance

Minimum of 100 miles at pro rata rate, plus 1 hour 35 minutes switching at 3/16 daily road rate (12:00 noon to 1:35 p.m.)

Example No. 14

Initial terminal switching -- final terminal delay -- yard engine operated but yard crew not on duty at initial terminal.

Report "A" 6:30 a.m.
Crew reports as unit 7:00 a.m.
Switch until 8:00 a.m.
Arrive designated switch at "Z" 2:00 p.m.
Delayed and released from duty at 2:30 p.m.

Allowance

Minimum of 100 miles at pro rata rate, plus 1 hour at 3/16 daily road rate per hour, plus 30 minutes final terminal delay at pro rata road rate.

Example No. 15

Switching at point en route where yard engine is operated but yard crew not on duty.

Report "A" 6:30 a.m.
Crew reports as unit 7:00 a.m.
Arrive "B" point en route 9:00 a.m.
Set out cars on one track and pick up cars from
one track until 9:15 a.m.
Switch 9:15 a.m. to 10:05 a.m. placing perishable
freight, merchandise and live stock
Depart 10:20 a.m.
Arrive at "Z" and released at 2:0 p.m.

Allowance

Minimum of 100 miles at pro rata rate, plus 1 hour at pro rata road rate (switching 9:15 a.m. to 10:05 a.m. at "B").

Example No. 16

Switching at point en route where yard engine not operated -- final terminal delay.

Report "A" 6:30 a.m.
Crew reports as unit 7:00 a.m.
Arrive "B" point en route 10:30 a.m.
Switch until 11:45 a.m.
Arrive designated switch at "Z" 1:00 p.m.
Delayed and released at 2:00 p.m.

Allowance

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

Example No. 17

**Initial terminal switching -- final terminal switching -- final terminal delay --
passenger service - yard engine not operated at either initial or final terminal.**

Report "A" 6:30 a.m.
Crew reports as unit 7:00 a.m.
Switch consist of train until 7:30 a.m.
Arrive passenger station "Z" 10:30 a.m.
Switch consist of train until 11:00 a.m.
Delayed and released at 11:15 a.m.
Distance "A" to "Z" is 100 miles.

Allowance

100 miles passenger classification rate. 1 hour switching at passenger overtime rate 7:00 to 7:30 a.m. 1 hour switching at passenger overtime rate 10:30 to 11:00 a.m. In this example, money value of 1 hour switching at passenger overtime rate exceeds allowance of 45 minutes final terminal delay.

Example No. 18

Initial terminal switching -- final terminal switching -- final terminal delay -- passenger service -- yard engines operated at both initial and final terminals but yard crew not on duty at final terminal.

Report "A" 6:30 a.m.
Crew reports as unit 7:00 a.m.
20 minutes picking up cars first out
Depart from "A" 7:30 a.m.
Arrive "Z" passenger station 10:15 a.m.
Setting out cars until 11:00 a.m.
Delayed and released from duty at 11:50 a.m.
Distance "A" to "Z" is 100 miles.

Allowance

100 miles passenger classification rate. 30 minutes at passenger overtime rate 7:00 a.m. to 7:20 a.m. 1 hour 35 minutes final terminal delay 10:15 a.m. to 11:50 a.m. In this example, money value of 1 hour 35 minutes final terminal delay exceeds allowance of 1 hour at 3/16 of daily rate for work at "Z" 10:15 a.m. to 11:00 a.m.

Example No. 19

Initial terminal, intermediate point and final terminal switching -- final terminal delay -- passenger service -- yard engines operated but not on duty at initial or final terminals -- yard engines not operated at intermediate point "B" -- yard engine operated and on duty at intermediate point "C."

Report for duty at "A" 6:30 a.m.
Crew reports for duty as unit 7:00 a.m.
Switch consist of train until 7:30 a.m.
Leave "A" 7:35 a.m.
Arrive intermediate point "B" 9:00 a.m.
Picking up 2 cars and setting out 1 car until 9:20 a.m.
Depart from "B" 9:25 a.m.
Arrive intermediate point "C" 10:00 a.m.
Picks up cars first out and set out cars
in one block 10:05 a.m. to 10:40 a.m.
Depart "C" 10:45 a.m.
Arrive passenger station at "Z" 12:00 noon
Switch consist of train until 12:30 p.m.
Delayed and released from duty 12:55 p.m.
Distance "A" to "Z" is 150 miles.

Allowance

150 miles at passenger classification rate. 1 hour at 3/16 of the daily rate, work 7:00 a.m. to 7:30 a.m. 30 minutes at passenger overtime rate, work at "C" 10:05 a.m. to 10:40 a.m. 1 hour at 3/16 of the daily rate, switching at "Z" 12:00 noon to 12:30 p.m. No allowance at "B", an intermediate point, where yard engine not operated.

Doubling Hills, Running for Coal and Water, Etc.

32. Actual mileage, at rate for service in which engaged, will be allowed when doubling hills, pushing another train over hill, running for coal or water, pushing or doubling into sidings on account of broken drawbars, etc., and such mileage will be used to make up the constructive day.

Reporting for Duty

- 33(a) Engineers on assigned runs will be considered held within calling limits in the application of Rule 33 (C&NW Proper Engineers' Schedule) from their regular ordering time until ordered to report for duty or until notified that their assignment is annulled, unless notified in accordance with provisions of Item (g) hereof that their assignment is set back.
- 33(b) If it is desired on any day to set back the ordering time, notice shall be given in accordance with provisions of Item (g) hereof. The employee shall be notified at such time when he is to report for duty. In such cases the time of the trip or tour or duty shall begin at the time the employee is required, in accordance with said notice of change, to report for duty and does so report.
- 33(c) If the ordering time is set back eight hours or more (regardless of the number of setbacks) and the employee not properly notified in accordance with provisions of Item (g) hereof, he will be allowed one day at minimum rate applicable to his assignment, and if held sixteen hours after the expiration of the first twenty-four hour period, will be paid as provided in the second paragraph of Rule 33.
- 33(d) If the ordering time is set back a lesser period than eight hours (regardless of the number of setbacks) computed from regular ordering time until actually reporting for duty or until notified that assignment is annulled, and is not properly notified in accordance with provisions of Item (g) hereof, the employee will be allowed compensation at the minimum rate applicable to his assignment from his regular ordering time, with the understanding, however, that allowances made from regular ordering time until time actually reporting for duty will not be used in computing trip time.
- 33(e) If the ordering time is set back and the employee properly so notified in accordance with provisions of Item (g) hereof and is subsequently further set back for a period of eight hours or more, computed from the time of the first setback until actually reporting or until notified that assignment is annulled, the employee will be allowed one day at minimum rate applicable to his assignment.
- 33(f) If the ordering time is set back and the employee properly so notified in accordance with provisions of Item (g) hereof and is subsequently further set back for a period of less than eight hours, computed from time of first setback until actually reporting for duty or until notified that the assignment is annulled, the employee will be allowed compensation at the minimum rate applicable to his assignment from the time of the first setback, with the understanding, however, that allowances made from time of first setback until time actually reporting for duty will not be used in computing trip time.
- 33(g) The notification of setback as provided for in paragraphs (a) to (f) inclusive of this agreement is as follows:
- (1) At points or on assignments where the carrier elects to require an employee to report at the regular bulletined ordering time without being called he will be notified one hour prior to regular ordering time.

- (2) At points or on assignments where the carrier elects to call employees to report for duty and they do not report without being called such employees will be notified at least one hour prior to their regular ordering time.

It is agreed that there is no existing provision of schedule rules or agreements requiring that the carrier call employees on regular assignments where they have a regular bulletined ordering time and that it is the prerogative of the carrier to determine whether employees are to report without being called as referred to in paragraph (1) or to call an employee as referred to in paragraph (2).

33(h) Employees on assigned runs required to remain within calling limits during layover period, i.e., between the time relieved from duty until the bulletined ordering time of the next trip of their assignment, will be compensated at minimum rate applicable to their assignment as provided in Rule 33.

33(i) Employees in regularly assigned road service who are located within the calling limits, or who are located outside the calling limits at the terminal but who can be contacted by telephone, will be considered "within calling limits" as that term is used herein. It will be the responsibility of the employee to have his name, address and telephone number on file with the caller or other proper officer.

The following examples, questions and answers will exemplify the application of this memorandum agreement to employees in regularly assigned service:

Example No. 1

Bulletined ordering time..... 7:00 a.m.
Employee notified at..... 6:00 a.m.
That his assignment is set back to 10:00 a.m.
Reports at..... 10:00 a.m.
Departs initial terminal..... 10:30 a.m.

Allowance

7:00 a.m. to 10:00 a.m.....No allowance
Trip time computed from 10:00 a.m.

Example No. 2

Same as Example No. 1, except

Employee called at..... 6:00 a.m.
To report for duty at..... 10:00 a.m.
And reports at that time.

Allowance

7:00 a.m. to 10:00 a.m.....No allowance
Trip time computed from 10:00 a.m.

Example No. 3

Bulletined ordering time..... 7:00 a.m.
Employee not notified that run is set back.
Employee called at..... 5:00 p.m.
To report for duty at..... 5:30 p.m.
Reports for duty at..... 5:30 p.m.
Departs initial terminal..... 6:00 p.m.

Allowance

7:00 a.m. to 5:30 p.m.....One day at minimum rate
applicable to his assignment.
Trip time computed from 5:30 p.m.

Example No. 4

Bulletined ordering time..... 7:00 a.m.
Employee notified at..... 6:30 a.m.
That run is set back to..... 9:00 a.m.
Employee notified at..... 8:00 a.m.
That run is further set back to..... 1:00 p.m.
Employee called at..... 2:30 p.m.
To report at..... 3:30 p.m.
Reports for duty at..... 3:30 p.m.
Departs initial terminal at..... 4:00 p.m.

Allowance

7:00 a.m. to 3:30 p.m.....One day at minimum rate
applicable to his assignment.
Trip time computed from 3:30 p.m.

Example No. 5

Bulletined ordering time..... 7:00 a.m.
Employee called at..... 2:30 p.m.
To report for duty at..... 3:30 p.m.
Reports for duty at..... 3:30 p.m.
Departs initial terminal..... 4:00 p.m.

Allowance

7:00 a.m. to 3:30 p.m.....One day at minimum rate
applicable to his assignment.
Trip time computed from 3:30 p.m.

Example No. 6

Bulletined ordering time..... 7:00 a.m.
Employee notified at..... 6:30 a.m.
That run is set back to..... 9:00 a.m.
Employee notified at..... 8:00 a.m.
That run is further set back to..... 11:00 a.m.
Employee called at..... 1:30 p.m.
To report for duty at..... 2:30 p.m.
Reports for duty at..... 2:30 p.m.
Departs initial terminal at..... 3:00 p.m.

Allowance

7:00 a.m. to 2:30 p.m..... 7 hours and 30 minutes at the
minimum rate applicable to
his assignment.
Trip time computed from 2:30 p.m.

Example No. 7

Bulletined ordering time..... 7:00 a.m.
Employee called at 1:30 p.m.
To report for duty at 2:30 p.m.
Reports for duty at 2:30 p.m.
Departs initial terminal 3:00 p.m.

Allowance

7:00 a.m. to 2:30 p.m..... 7 hours and 30 minutes at the
minimum rate applicable
to his assignment.

Trip time computed from 2:30 p.m.

Example No. 8

Bulletined ordering time..... 7:00 a.m.
Employee notified at 10:00 a.m.
That assignment is annulled.

Allowance

7:00 a.m. to 10:00 a.m..... 3 hours at minimum rate
applicable to his assignment.

Example No. 9

Bulletined ordering time..... 7:00 a.m.
Employee notified at 6:00 a.m.
That his assignment is set back to 9:00 a.m.
Employee notified at 8:00 a.m.
That assignment is further set back to 6:00 p.m.
Reports for duty at 6:00 p.m.
Departs initial terminal at 6:30 p.m.

Allowance

7:00 a.m. to 9:00 a.m..... No allowance
9:00 a.m. to 6:00 p.m..... One day at minimum rate
applicable to his assignment.

Trip time computed from 6:00 p.m.

Example No. 10

Same as Example No. 9, except:

Employee notified at 5:00 p.m.
That assignment is annulled.

Allowance

7:00 a.m. to 9:00 a.m..... No allowance
9:00 a.m. to 5:00 p.m..... One day at minimum rate
applicable to his assignment.

Example No. 11

Bulletined ordering time..... 7:00 a.m.
Employee notified at..... 6:00 a.m.
That his assignment is set back to 3:30 p.m.
Employee called to report for duty at..... 12:30 a.m. next day
Reports for duty at 12:30 a.m.
Departs initial terminal at..... 1:00 a.m.

Allowance

7:00 a.m. to 3:30 p.m.....No allowance
3:30 p.m. to 12:30 a.m.....One day at minimum rate
applicable to his assignment.

Trip time computed from 12:30 a.m.

Example No. 12

Bulletined ordering time..... 7:00 a.m.
Employee notified at..... 6:00 a.m.
That assignment is set back to 9:00 a.m.
Employee called to report for duty at..... 11:00 a.m.
Reports for duty at 11:00 a.m.
Departs initial terminal 11:30 a.m.

Allowance

7:00 a.m. to 9:00 a.m.....No allowance
9:00 a.m. to 11:00 a.m..... Two hours at minimum rate
applicable to his assignment.

Trip time computed from 11:00 a.m.

Example No. 13

Bulletined ordering time..... 7:00 a.m.
Employee notified at..... 6:00 a.m.
That assignment is set back to 9:00 a.m.
Employee notified at 8:00 a.m.
That assignment is further set back to 11:00 a.m.
Reports for duty at 11:00 a.m.
Departs initial terminal 11:30 a.m.

Allowance

7:00 a.m. to 9:00 a.m.....No allowance
9:00 a.m. to 11:00 a.m..... Two hours at minimum rate
applicable to his assignment.

Trip time computed from 11:00 a.m.

Example No. 14

Bulletined ordering time..... 7:00 a.m.
Employees (A) and (B) notified at 6:00 a.m.
That assignment is set back to 8:30 a.m.
Employee (A) notified at 10:00 a.m.
That he is set up and called for other than his
regular assignment with another crew and
departs initial terminal at..... 11:00 a.m.
Regular employee (B) ordered to report for duty
on regular assignment at 11:30 a.m.
Extra employee (C) ordered to report for duty
in place of employee (A) at..... 11:30 a.m.
Employees (B) and (C) depart initial terminal at..... 12:00 Noon

Allowance

Employee (A)

7:00 a.m. to 8:30 a.m.....No allowance
8:30 a.m. to 10:00 a.m.....One hour and thirty minutes
at minimum rate applicable to his
regular assignment as fireman.
Trip time as engineer computed from 11:00 a.m.

Employee (B)

7:00 a.m. to 8:30 a.m.....No allowance
8:30 a.m. to 11:30 a.m.....Three hours at minimum rate
applicable to his regular assignment.
Trip time computed from 11:30 a.m.

Employee (C)

Trip time computed from 11:30 a.m.

Example No. 15

Bulletined ordering time..... 7:00 a.m.
A reasonable effort made one hour prior to..... 7:00 a.m.
To notify employee that his run is set back to 9:00 a.m.
But employee not available and could not be contacted.
Employee showed up at 7:00 a.m.
At which time he was so notified.
Reports for duty at 9:00 a.m.
Departs initial terminal 9:30 a.m.

Allowance

7:00 a.m. to 9:00 a.m.....No allowance
Trip time computed from 9:00 a.m.

Example No. 16

Bulletined ordering time..... 7:00 a.m.
Employee notified at 6:00 a.m.
That run is set back to 10:00 a.m.
Employee notified at or prior to 10:00 a.m.
That assignment is annulled.

Allowance

No allowance.

Example No. 17

Bulletined ordering time..... 7:00 a.m.
Employee notified at 6:00 a.m.
That assignment is set back to 9:00 a.m.
Employee notified at 8:00 a.m.
That assignment is further set back to 11:00 a.m.
Employee notified at 11:00 a.m.
That assignment is annulled.

Allowance

7:00 a.m. to 9:00 a.m.....No allowance
9:00 a.m. to 11:00 a.m..... Two hours at minimum rate
applicable to his regular assignment.

Example No. 18

Same as Example No. 17, except employee notified at 10:00 a.m. that assignment is annulled.

Allowance

7:00 a.m. to 9:00 a.m.....No allowance
9:00 a.m. to 10:00 a.m..... One hour at minimum rate
applicable to his assignment.

Example No. 19

Bulletined ordering time..... 7:00 a.m.
Employee notified at 6:00 a.m.
That assignment is set back to 1:00 p.m.
Employee called at 9:00 a.m.
To report for his assignment at 10:00 a.m.
Employee reports and departs initial terminal 10:30 a.m.

Allowance

While employee would not be required to hold himself available for a call until 12:00 Noon, or one hour before setback time, he could be called for his run prior to the setback time if he could be contacted.

7:00 a.m. to 10:00 a.m.....No allowance
Trip time computed from 10:00 a.m.

Example No. 20

Same as Example No. 19, except employee could not be contacted at 9:00 a.m. and an extra employee called in his place.

Allowance

Trip time for the extra employee who was called and reported for the run at 10:00 a.m. would be computed from 10:00 a.m. The regularly assigned employee who missed the call would be compensated the miles of his assignment.

Example No. 21

Bulletined ordering time..... 7:00 a.m.
Employee is notified at 6:00 a.m.
That assignment is set back indefinitely.
Employee called at 10:00 a.m.
To report for duty at 11:00 a.m.
Reports and departs initial terminal at..... 11:30 a.m.

Allowance

7:00 a.m. to 11:00 a.m..... Four hours at minimum rate
..... applicable to regular assignment
..... account failure to specify definite
..... setback time.

Trip time computed from 11:00 a.m.

Question 1:

Is Rule 33 and this memorandum agreement applicable to employees in regularly assigned passenger service?

Answer:

Yes

Question 2:

Is Rule 33 and this memorandum agreement applicable at the home terminal as well as at the away-from-home terminal?

Answer:

Yes

Question 3:

Is this agreement applicable to employees in yard service?

Answer:

No

Question 4:

Under any circumstances, will employees receive dual compensation for time at the initial terminal, i.e., initial terminal delay time under Rules 18(a) and (b), and compensation under Rule 33 for the same period of time?

Answer:

No

Question 5:

Does the term "ordering time" as used herein refer to the time employees are required to report for duty?

Answer:

Yes

Question 6:

Can time allowed under Rule 33 be used to make up monthly guarantee?

Answer:

Yes

Question 7:

Can the time allowed under Rule 33 be used to make up daily minimum earnings in passenger service or the minimum daily earnings guarantee in certain specified classes of service as provided for under Articles III(b) of the National Agreement dated October 27, 1955 with the BLE?

Answer:

Yes

Question 8:

Can time allowed under Rule 33 be used to make up basic day?

Answer:

No

Question 9:

Can an assignment be set back indefinitely without specifying a definite time?

Answer:

No, a definite setback time must be specified.

Question 10:

When an employee is notified that his assignment is set back to a specific time, is such notification to be considered as a call for service at the setback time specified?

Answer:

For employees who regularly report for duty without being called—Yes, unless further set back.

For employees who are regularly called for duty, if the time of such notification is more than the regular advance calling time in advance of the setback time, such notification will not be considered a call unless agreed to by the employee and caller.

Effective Date: February 15, 1962

Held Away from Home Terminal

35(a) Engineers in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty at the regular rate per hour paid them for last service performed. If held sixteen hours after the expiration of the first twenty-four hour period, they will be paid continuous time for the 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.

- 35(b) Should an engineer be called for service or ordered to deadhead after pay begins, the held away from home terminal time shall cease at the time pay begins for such service or, when deadheading, at the time the train leaves the terminal, except that in no event shall there be duplication of payment for deadhead time and held away from home terminal time.
- 35(c) Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.
- 35(d) For the purpose of applying this rule, the railroad will designate a home terminal for each crew in pool freight and in unassigned service.

Note 1: An engineer deadheading on railway company business to an away from home terminal point will be allowed compensation under Rule 21a hereof, for actual miles deadheaded and the provision of Rule 35 will be applicable from time of arrival at away from home terminal point.

Note 2: Allowances accruing under Rule 35 will be made at rate of last service performed prior to deadheading, i.e., deadheading will not be considered service in determining rate applicable to time allowed under Rule 35.

Learning Road-Rate

- 36(a) When an engineer is required to learn a foreign division, he will be allowed classification service rate in either road or yard service.

Hours of Service Law

- 37(a) Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then until after the expiration of fourteen hours on duty under the Federal Law or within two hours of the time limit provided by State Laws if the State Law governs.
- 37(b) If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their services will be paid for under schedule rules.
- 37(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.
- 37(d) A continuous trip will cover movement straightaway or turnaround, from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.
- 37(e) Engineers in train 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 fifty miles or less, or four hours or less, one-half day; for more than fifty 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 running engines through terminals or around other crews at terminals unless such practice is permitted under schedule rules.
- 37(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 therefor as per Section (e), the same as if they had run the train to such terminal.

37(g) If any service is required of an engine crew, or if held responsible for the engine, during the tie-up under the law, they will be paid for all such service.

37(h) Road engineers tied-up at points other than terminals, as such terminals are defined in Rule 11, after having been on duty in excess of fourteen hours on a day or trip, shall be considered as tied-up under the law and shall again be considered on duty and under pay as provided in Section (c). (See letter of January 15, 1951, page 210.)

The following example will govern application of Rule 37h.

Example No. 1

Engineer working on regular freight assignment, trains 41 and 42, between terminals "A" and "F" (as terminals are defined in Rule 59), arrives at "F" and is released at 10:00 a.m., after having been on duty 15 hours. In these circumstances do the provisions of paragraph (h), Rule 37, apply?

Answer:

No. Rule 37 not applicable as "F" is his terminal.

Monthly Guarantee

38(a) All regularly assigned engineers will be guaranteed a minimum of twenty-six hundred miles per month. Any time they may lose on their own account will be deducted from the guaranteed mileage at the rate of one hundred miles for each day lost. This rule applies to an extra engineer representing a regularly assigned engineer a full calendar month.

It is, of course, understood that in the month of February, when there are only twenty-four days, engineers will be guaranteed only twenty-four hundred miles, and months when there are twenty-seven days, they will be guaranteed twenty-seven hundred miles.

When a man lays off or is laid off in any one month, the above guarantee will be reduced one hundred miles for each day laying off or laid off.

For example: In a twenty-six working-day month, engineer lays off or is laid off two days, he will be allowed not less than twenty-four hundred miles.

Road engineers shall be paid minimum rate, according to class of service, and yard engineers classification rate, for all duty time under this rule.

Extra Engineers -- No Duty Time

38(b) If an extra engineer is kept in the service as such awaiting his turn for service or assignment, no "duty time" shall be allowed.

Note: Rule 38 does not deprive engineers who have made the guaranteed mileage or more during the month from being paid for time lost under the provisions of other rules, when they have not been given an opportunity to go out in their turn, provided they have not been displaced under other provisions of this agreement, and have had sufficient rest.

The following examples will govern application of Rule 38.

Example No. 1

Daily assigned service (30-day month), engineer on regularly assigned run with guarantee of 2,600 miles. Run is taken off at 12:01 a.m. on the 16th engineer having made 1,000 miles from 1st to 15th inclusive. Sundays are 5th, 12th, 19th and 26th.

Allowance

As engineer was in regularly assigned service 15 days he is entitled to 15/30th of 2,600 miles, or 1,300 miles.

Example No. 2

Regularly assigned service (30-day month). Engineer on regularly assigned run making a round trip every three days lays off at 12:01 a.m., the 19th, having made 1,300 miles. Sundays are 5th, 12th, 19th and 26th.

Allowance

As engineer was in regularly assigned service 18 days, he is entitled to 18/30th of 2,600 miles, or 1,560 miles.

Example No. 3

Regularly assigned service (28-day month). Engineer on regularly assigned run is out of service for a period of 30 days, beginning on the 20th at 12:01 a.m., after having made 1,260 miles. Sundays are 5th, 12th, 19th and 26th.

Allowance

As engineer was in regularly assigned service 19 days, he is entitled to 19/28th of 2,400 miles, or 1,629 miles.

Extra Engineers Mileage

39. Master mechanics and foremen will endeavor, as far as possible, to enable the men on the extra list to make an average mileage of not less than eight hundred miles per week.

See Guaranteed Extra Board Agreement, 1996.

Attending Court, Inquests, Etc.

- 40(a) Regularly assigned engineers held off their assignment to attend court or inquest under instructions of the Railway, will be allowed the same compensation they would have earned had they remained on their regular assignment, from the time relieved until work can be resumed on their regular assignment. This allowance to include deadhead mileage incident to such court or inquest service, with the understanding that when compensation for the deadhead service under the deadhead rule would net a greater amount than the time lost, the engineer will not be required to suffer any loss on this account.

Assigned men thus used on their layover, losing no time or mileage thereby, shall be allowed actual time with a minimum of one hour at minimum through-freight rate for time thus used, but not to exceed one hundred miles for each calendar day. Pay for deadheading on layover, when no time is lost on regular assignment, will be allowed in addition to time used at point where court or inquest is attended.

Men on leave of absence or called off the extra list for such service, will be allowed one hundred miles per calendar day at minimum through-freight rate for all days held, except that where there is a combination of deadhead and court or inquest service, deadhead time will be allowed in addition to time actually used to attend court or inquest, with a minimum of one hundred miles at minimum through-freight rate for the combination service.

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

(See Appendix 12)

- 40(b) Engineers on outside districts or branch line runs where it is impracticable to attend lectures as required by the rules, without loss of time, will be allowed one hundred miles per day, at minimum rate applicable to service in which engaged at the time, for all days lost on regular assignment, on account of attending these lectures; such men will report at instruction cars as directed by the superintendent; allowances under this rule include deadheading incidental to attending lectures.

Watching Engines

- 42(a) Engineers required to watch or take care of engines will be paid regular rates, according to classification of engine and service, when not receiving pay under another rule.

Combined Hostler and Road Service, and Combined Hostler and Yard Service

- 42(b) Engineers will not be used in combination hostling and road service, or combination hostling and yard service, except in case of emergency, and if so used will be paid for the entire service at the highest rate applicable to any class of service performed with a minimum day's pay for the combined service. The overtime basis for the rate paid will apply for the entire day.

Freight-Pool and Extra List

- 43(a) A freight pool will be established and maintained at home terminal of each division when the business requires it.
- 43(b) An extra list will be established and maintained at terminals where a freight pool is maintained, provided there is sufficient extra work to warrant same.

Engineers assigned to extra list will take place of engineers assigned to regular freight runs, freight-pool or switching service, when the regularly assigned men are not working, and fill other vacancies not provided for.

If there is no available extra engineer on the extra list, then the oldest available man, as between the men at the point where the work is to be performed and the point where extra list is maintained, who has been demoted or cut off the list, will be used temporarily, and promptly relieved by the senior eligible man, who will be added to the list if an additional man is required thereon.

Held Away From Home Terminal Not to Exceed Six Days

- 43(c) Engineers in irregular service, except work, wrecking and snow service, will not be kept away from home terminals to exceed six days.

First-In First-Out

- 44(a) Except as otherwise provided for in the rules, engineers in pool freight service or on extra list, will run first-in first-out of terminals, when the Hours of Service Law will permit. Such engineers who have had required rest and are runaround at terminals account of not being called in turn, will be allowed fifty miles at the minimum classification service rate, and retain place in pool freight or on extra list.

Engineers going for an engine in case of break-down, or running for coal or water, will not be considered as arriving at terminals under this rule unless relieved from duty. In case of accident requiring immediate service, the first man available may be used without penalty, and will be relieved on arrival at terminal and vacancy filled in accordance with the rules.

This rule is not applicable to engineers substituting on regular assignments which make two or more trips into and out of a terminal during the course of a day's work; to engineers in work or wrecking service operating in or through a terminal during the course of a day's work, or to engineers who are substituting on regular assignments at outside points which do not operate into a terminal where extra lists are maintained. Extra engineers will be permitted to remain on outside assignments until relieved by the regular assignee, or as otherwise provided.

The provisions of this rule will apply to extra engineers after they have completed what is generally understood to be a full day's work in short turnaround, work, or wrecking service.

- 44(b) An extra engineer may be used on more than one assignment at an outlying point, or outlying terminal under the following conditions:

1. The first call must be from home terminal where extra list is maintained, in accordance with the rules.
2. He may be used on second or further assignment provided he is actually used on such assignment within six days (144 hours) from time called to leave home terminal.
3. All assignments must be at or out of the same outlying point or outlying terminal.
4. He must be notified at time regular engineer reports for work, or he (extra engineer) registers in, that he is to be used on another assignment, and if not so notified, he will be deadheaded to his home terminal on first train.

Note: It is understood that this rule does not modify or annul other schedule rules.

- 44(c) Where two or more freight pool or extra engineers are called to report for duty at the same time, the engineer first out will be given his choice of work.
- 44(d) Extra engineers deadheading, arriving at the same destination at the same time, retain the relative standing they held when called to deadhead. Under this rule engineers deadheading, must register ahead of the man who ran the engine of train on which deadheaded. This rule applies similarly to freight-pool engineers.

When two or more freight pool engineers deadhead into terminal from outside points and arrive at the same time, the engineer who has been off duty the greater period of time shall register first in. This rule applies similarly to extra list engineers.

Official Record of Weight on Drivers

45. For the purpose of officially classifying engines, the Railway will keep bulletins at all terminals, showing actual weight on drivers of all engines in its service.

Pilot

46. When an engineer is run over a foreign division and a pilot is necessary such pilot shall be an engineer when practicable. When engineers are thus used, they shall be paid classification service rate.

Efficiency Tests

51. The necessity of making efficiency tests is recognized, but when such tests are made they should not be conducted under conditions that are hazardous to employees.

Surplus Engineers

52. In the event of there being a surplus of engineers for the service of the road, the older engineers will have the preference in employment.

Engineers Reduced to Firemen

53. Engineers reduced to firemen, will have preferred positions firing or hostling, according to their seniority in the service.

Emergency Engineer Definition of

An emergency engineer is one who has qualified for promotion by passing the prescribed examination, and is given a trip as engineer when senior qualified engineers are not available.

Rest

- 56(a) No fault will be found with an engineer who refuses to go out on account of needed rest. Ten hours being considered sufficient rest under ordinary circumstances, time to be figured from the time he registers on the duty register until time called.

Note: It will be understood that if an engineer asks for rest under the provisions of this rule, he must so indicate in the "Remarks" column of the rest register at points where such registers are maintained. At points where no rest register is maintained, he shall indicate his desire on enginehouse or other register.

See Extra Rest System Agreement, 1996.

Tying Up En Route

- 56(b) No fault will be found with an engineer for tying up en route for needed rest.

Eating and Sleeping Accommodations

- 56(c) Road engineers will not be tied up between their terminals except at points where food and lodging can be procured.

Meals

57. No fault will be found with engineers for taking a reasonable amount of time for meals.

Terminals Defined

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

Locomotive Types Defined

60. For the purpose of application of Rule 60 to locomotives which have replaced team power since the rule was originally agreed upon, it is agreed as follows:
- 60(a) "Covered wagon" type locomotives (including but not limited to the E-7, E-8 and F-7 type diesel locomotives now in use) in through passenger service will not be backed up at night nor in cold or stormy weather, except in case of emergency. This restriction will not apply to movements between enginehouses, ramps, passenger stations and/or coach yards, or in suburban service.
- 60(b) "Covered wagon" type locomotives (including but not limited to E-7, E-8 and F-7 type diesel locomotives, now in use) in freight service will not be backed up at night nor in cold or stormy weather in road movement except in case of emergency. This restriction not to apply in the performance of station or other work nor to the handling between enginehouses, ramps, train yards, or other station or terminal movements.
- 60(c) Handling of so-called "hooded locomotives" (including but not limited to the general purpose diesel locomotives, such as GP-7, GP-9, SD-9 diesel road switchers or diesel switch engines, now in use) in either direction, does not constitute a backup movement comparable to that of a steam locomotive, but if such locomotives are used in road service for a trip of more than 75 miles straightaway, and a turntable or wye is available for immediate use at the initial terminal or turnaround point, as the case may be, such locomotive will be turned on the turntable or wye provided it can be done without unnecessary delay and with the following understandings:

There will be no requirement that the locomotives referred to in this Item (c) be turned on the wye at a yard engine point regardless of whether or not a yard engine is on duty.

Transfers of Engineers-Rank

- 61(a) When an engineer is transferred by his own request to another division permanently, he shall rank on such division from the time of his first service as engineer after permanent transfer is made and approved by the Chief Mechanical Officer.

Age for Temporary Transfer

- 61(b) In case of temporary transfer of engineers to foreign divisions, and there are no volunteers for such service, the youngest engineers with twelve calendar months' experience as such, holding seniority on engineers' list, shall be required to go, and shall rank with respect to each other on the division to which transferred from the time of first service as engineer on that division.

Twelve months' experience clause shall not apply to transfer of engineers to Chicago Terminals.

No fault will be found with engineers who request a reasonable amount of time to arrange their affairs prior to leaving home.

62. Any agreement affecting the rights of an engineer must be submitted to and approved by the Officer in Charge of Personnel before being consummated, and record of same made.

Preference for New Positions or Vacancies

- 63(a) The senior engineer will have preference for new positions or vacancies in all classes of service if competent. The division officers are to be the judges as to competency. If an applicant is rejected for incompetency, a full report in writing will be made to the Chief Mechanical Officer, and such applicant may have a hearing before him, if desired.

Selection of Runs

- 63(b) In selection of runs, engineers will confine themselves to what are known as regular runs, and cannot select a portion of two or more different runs. Where special engines are run in the rounds, or are placed on runs for the good of the service, men can make claim to runs, but cannot make claim to engine.

When engines break down en route the engineer of the disabled engine will take the engine furnished for relief, leaving the disabled engine with the engineer whose engine is used to replace the disabled engine.

Regular runs will be manned by regularly assigned engineer. This will apply to scheduled trains only when there are corresponding trains in the opposite direction.

Runs Bulletined Temporarily

- 63(c) When an engineer takes a run in gravel or work-train service by bulletin and the run is discontinued, he will be permitted to take such position as his seniority entitles him to. An engineer who takes a run which has been bulletined on account of a temporary vacancy, pending the regular assigned man's return after leave of absence, shall not be permitted to displace such regular man whose run he has thus been given temporarily. However, upon the return of the regular man to service, the engineer who held the run on account of the temporary vacancy may displace any other junior man. Runs bulletined on account of temporary vacancy pending return of regular assignee shall be rebulletined if such assignee leaves the run or service permanently.

- 63(d) A regularly assigned engineer will be permitted to relinquish his assignment after he has been on same ten days, and will be given a place on the extra list, provided there is a junior man thereon, but cannot displace other regularly assigned men, except as otherwise provided.

Leave of Absence

- 64(a) Master Mechanics may grant leave of absence for a period not exceeding sixty days. If a longer leave of absence is asked for, the master mechanic must submit it to the Chief Mechanical Officer for his approval, and that proper record may be made.

An engineer having been absent of his own accord to exceed six consecutive months, thereby forfeits all rights with the Railway, except when leave of absence has been granted in accordance with the rules. No leave of absence will be granted to exceed one year, except in case of sickness, or when serving as Chairman of General Committee.

Engineers must not engage in other business while on leave of absence, without permission from the Officer in Charge of Personnel.

Bulletined Runs

Absentees Not Eligible

64(b) Engineers who are absent will not be assigned to runs.

Engineers returning to service after an absence of five consecutive days or more will be permitted to take any run to which they may be entitled, which has been bulletined and assigned during their absence. Engineers making application for bulletined runs prior to laying off will be assigned to said runs upon resuming duty. (See Circular S-1-241 of February 27, 1945, page 226.)

Note: When there are no applicants for bulletined runs for engineers, the junior eligible engineer will be assigned thereto without respect to Rule 64b, even though he may be laying off, unless, of course, he is laying off thirty days or more, in which event the run will have to be rebulletined under provisions of Rule 65b.

64(c) In the appointment of road foremen of engines, engineers will be given due consideration.

Assignment of Runs

65(a) All new or vacant runs will be promptly bulletined for ten days and open to all that are eligible except as modified under provisions of Rule 76.

In assignment of runs, if an agreement cannot be made with the foreman or Master Mechanic, the case may be referred to the Officer in Charge of Personnel, to be settled with the Chairman of the General Committee of Adjustment.

An assignment will be promptly bulletined when the following conditions exist:

- (1) When run is changed from night to day, or vice versa.
- (2) When run is changed from freight to passenger, or vice versa.
- (3) Change in point or points of layover.
- (4) When runs are changed so that four hundred actual miles or more per calendar month are added to or taken from the run.
- (5) When fixed overtime as per timetable schedule on assignments in freight service, or short turnaround passenger service, Rule 3b, is increased or decreased to the extent of four hundred miles or more per calendar month, on basis of 4.8 minutes being the equivalent of one mile.
- (6) When regularly assigned hours in yard, switch run and mine run service are increased or decreased to the extent of thirty-two hours or more per calendar month.
- (7) Change in duration of time at home point of layover of three hours or more.
- (8) When a change is made in the starting time in excess of two hours in yard service, transfer service, and on assignments that start from and terminate at the same terminal.

Note: Six (6:00) a.m. and six (6:00) p.m. will be the dividing line between night and day service; if the preponderance of time is prior to 6:00 a.m., it shall be considered a night run; if the preponderance of time is prior to 6:00 p.m., it shall be considered a day run. Time on non-scheduled runs to be computed on an eight hour basis. Overtime not to be counted. This rule to govern in all classes of service.

An engineer whose run is bulletined on account of any of the foregoing changes having been made, will be permitted to remain on runs so changed until the bulletin has expired and senior applicant is assigned thereto, or he may relinquish the run so changed and be permitted to exercise his seniority rights.

An engineer assigned to a run, who is displaced either before or after he makes a trip on same, or whose run is discontinued, will be permitted to take any run to which his seniority entitles him.

Bulletined runs for which there are no applicants will be assigned to junior eligible extra engineers. In the event there are no applicants for bulletined passenger runs and there are no extra list engineers eligible for passenger service the junior regularly assigned engineer who is eligible for passenger service will be assigned. In the event the seniority district is zoned the junior eligible regularly assigned engineer in the zone where vacancy occurs will be assigned.

Note: When an engineer regularly assigned to a run that is bulletined, on account of any of the eight changes enumerated in this rule, desires to continue on the run, he must, if not absent, make application for same when bulletined or he will be denied the privilege of displacing a junior engineer who may be assigned under the bulletin.

Note: It has been agreed that it is not proper to pre-bulletin assignments for engineers and such being the case, it is not proper to bulletin a new or changed assignment until after such run is placed in effect or the change is actually made.

When a new run is established or a change is made in an assignment and the proposed change requires bulletining to engineers, the Master Mechanic will either put out an informative bulletin to engineers of the proposed change indicating the effective date thereof, or arrange for joint bulletin to be issued over the signatures of the Superintendent and the Master Mechanic. Such joint bulletin should however, be of an informative nature only in so far as engineers are concerned and reference should be made thereon that a separate bulletin will be issued to engineers by the Master Mechanic requesting applications from engineers after the changed operation has actually been placed in effect. Then, when the new run is established or the changed operation has been placed in effect or as soon as consistent thereafter, the Master Mechanic will bulletin the assignment for engineers the same as is the practice at the present time.

This arrangement contemplates no changes in the present practice of issuing the 48-hour bulletin or the bulletining of assignments on specified days of the week where such arrangements are now in effect.

Filling Temporary Vacancies

65(b) When an engineer regularly assigned is to be off his assignment for less than thirty days, vacancy shall be filled from the extra list, except as provided in local agreements made in accordance with Rule 6a. When he is to be off his assignment thirty days or more, vacancy shall be filled by assignment of the senior applicant, as provided in the first paragraph of this rule.

65(c) In yard and transfer service if an engineer's run or job is changed to make a difference of one hour and not more than two hours in the starting time he may exercise his seniority provided he makes application within ten days.

65(d) When an engineer exercises displacing rights, displacement will take place at time of assignment. Engineers displaced will be promptly notified.

Displaced Engineers Taking Bulletined or Vacant Jobs

66. Displaced engineers will not be permitted to take bulletined or vacant jobs pending bulletin.

Notify When Sick

67. If engineers are taken sick, notice must be sent to the enginehouse foreman at once, if it is possible to do so, as men will be expected to go out when called.

Emergency Service Foreign Division

- 68(a) Engineers used in emergency for service on divisions where they hold no rights, will be promptly returned to home division, either in service or deadhead; if in freight service, they will be considered first out in the direction of home.
- 68(b) Engineers in charge of engines en route to shops will not be required to go beyond the terminal at the end of their division.

Service Letter

69. Engineers leaving the service of the Railway will, on request, be furnished with a service letter by the Chief Mechanical Officer, showing the length and character of the service.

Transfers New Division

70. When new divisions are established, they shall be manned by employees of the Railway in service on other divisions, so far as available. The senior men in the service to have preference, and when transferred will retain original seniority rank, it being understood that divisions affected by diversion of traffic shall be given proper consideration on account of such diversion.

Physical Re-Examination

71. In re-examining engineers as to visual power and color perception, tests will be made as may be prescribed by the Chief Mechanical Officer. If a man fails on such tests, he will be accepted if he passes the visual examination that is commonly known as the "Field Test." It is understood that re-examinations are to be taken without loss of time, when practicable.

If engineers are required by the Railway to take these re-examinations at outside points, involving loss of time, they will be paid for all time lost in taking the examination.

Examination for Promotion

- 72(a) Men who have passed the required examinations for position of locomotive engineer will be given certificates of qualification, and when used as engineers will hold their same relative standing as at the time they qualified.

Promotion and the establishment of seniority as engineers shall be from the first service as engineers, provided there are no demoted engineers or hired engineers laid off on the seniority district at the time.

On seniority districts that are zoned, promotion and the establishment of seniority as engineer shall be from the first service as engineer, provided there are no demoted engineers working in the zone at the time the service of an additional engineer is required or hired engineers laid off on the seniority district at the time.

It is further provided that if for any reason a qualified engineer is used out of his turn the date of seniority as engineer thus established shall be credited to the senior engineer on list of those on the seniority district who have qualified.

- 72(b) Prior to being given a date on engineers' seniority roster, engineers who have qualified as provided in section (a) will be required to learn the road and signals on the seniority district on which employed.
- 72(c) Seniority rank of engineers shall be posted on bulletin boards on seniority districts within ten days after the establishment of same, and, if not challenged in writing within sixty days thereafter, no protest shall be considered.
- 72(d) The foregoing will not prevent reinstatement or reemployment of discharged engineers on seniority district upon which they formerly held seniority.
- 72(e) Engineers hired or permanently transferred from one seniority district to another shall be given a date of seniority as fireman corresponding with their date as engineer.
- 72(f) An engineer who holds rights as fireman and becomes permanently incapacitated as an engineer may be assigned to position as hostler according to his rank.

Seniority Rosters

- 73. At the end of each year, master mechanics will prepare a seniority roster containing the names of all engineers who have established a service date as such, a copy of which shall be posted on division bulletin boards. Local Chairman, Brotherhood of Locomotive Engineers, shall be furnished with a copy of such seniority rosters, and any others that may be posted.

Master Mechanics will immediately advise the Local Chairman representing interested organizations, of each leave of absence granted or overstayed, of each employee who is dismissed or resigns, or of any change made in the seniority rosters.

Representation

- 74(a) The General Committee of Adjustment of the B. of L.E. will represent all locomotive engineers in the making of contracts, rules, rates and working conditions and interpretations thereof.
- 74(b) The right of any engineer, fireman, or hostler to have the regularly constituted committee of his organization represent him in the handling of his grievances under the recognized interpretation placed upon the schedule involved by the officials of the Railway Company and General Committee making the same is conceded.

Rulings

- 75(a) Any ruling pertaining to any portion of this agreement, regarding which a dispute has arisen or may arise, will be submitted to the representatives of the Brotherhood of Locomotive Engineers for approval or rejection. If necessary, a conference will be held and an agreement mutually satisfactory must be reached before said ruling is placed in effect.
- 75(b) The General Chairman, Brotherhood of Locomotive Engineers, will be furnished with copy of all decisions rendered by the general officers of the Railway on any case that is pertinent to any of the rules contained in this agreement.

Local Agreements

- 76(a) Local agreements may be entered into between engineers' local committee and local division officers when not in conflict with the schedule rules or general agreements, provided that before same become effective, they shall be approved by the Officer in Charge of Personnel and General Chairman.
- 76(b) The Local Chairman will be furnished with a copy of all bulletins affecting the engineers of their division and where two or more divisions are involved in contemplated changes of assignments of engineers to regular runs, chairmen of local committees interested will be furnished with a copy of bulletin covering such regular run.
- 76(c) The Local Chairman will be notified by the Master Mechanic of proposed changes in runs when such information is available.

Appendix

1. See Rules 3h, 3i, 3j, and 3k.
2. See Rule 3m.
3. See Rule 11c.

Yard Engineers Doing Work on Engines

4. Yard engineers at points away from shops will be paid for all time consumed in doing necessary work on engines. Yard engineers will not be required to do any work on their engines where there are other men employed for that purpose, but at such points where work is absolutely necessary to be done, and report of same is made on the time slip, and if same is found to be correct on inspection, they will be paid for such work. It will be understood that when a fireman can do the work alone, he will be required to do it, and if the fireman cannot do it alone, and the engineer can, he, the engineer, will be required to do it, but should both of them be required, then both of them will receive pay.

Switching Time, Extra Trains, Freight Service

5. The provisions of Rule 30 apply at the starting point of extra trains in freight service, where engineers begin a new trip after having been tied up, except when tied up under Rule 37.

Deadheading Over Foreign Divisions

6. Where two divisions have a joint terminal, or it is necessary for enginemen to deadhead over a foreign division on layover days to reach home, the foreman will be provided with a trip pass book so he can issue transportation to men after he has relieved them.

Definition of Insubordination

7. Refusal or failure to properly observe instructions of those in authority or in charge whether officer or otherwise, provided such instructions do not involve danger, violation of rule or unusual and improper hardship.
8. See Rule 38b.

Running First-In First-Out Other Than Terminals

9. At points where it has been the practice to run engineers and fireman first-in, first-out, such practice will be continued. This ruling does not prevent the running of pool crews through points other than terminals where other pool crews are tied up.
10. See Rule 68b.

Local Agreements -- General Chairmen Furnished with Copies

11. Copies of local agreements made in accordance with Rules 6a and 76, engineers' schedule and Rules 6a and 77, firemen's schedule, will be furnished Local and General Chairmen, B. of L.E. and B. of L.F. & E. (H.T.B. 12/17/15)

Minimum Rate

- 12(a) Where the term "minimum rate" appears and applies in various rules, such minimum shall be the rate applicable to the service in which the engineer is engaged.
- 12(b) Indicating how compensation will be computed for fractional parts of a mile:

Engineer makes 150.5 miles on trip -- allowance is 151 miles.
Engineer makes 150.4 miles on trip -- allowance is 150 miles.

General Chairman Furnished Copies of Instructions Pertaining to Computing Time

15. The General Chairman will be furnished with copies of instructions issued that pertain to computing time of engineers and firemen. (H.T.B. 12/17/15)

Facilities for Engineers to Wash Up and Change Clothes

17. The matter of providing improved facilities for washing, and locker rooms for clothing will be given consideration and everything within reason will be done to provide satisfactory accommodations in this regard.

Various Classes of Service Chicago Switching District Rate of Pay

18. Engineers engaged in the following classes of service in the Chicago Switching District will be compensated at the rates indicated:
 - (1) Junction locals (Wisconsin Division) -- way freight rate.
 - (2) Regularly assigned transfers -- yard rate (Agreement of 5/23/52).
 - (3) Regularly assigned special deliveries -- way freight rate.
 - (4) Regularly assigned milk trains -- way freight rate.

The foregoing schedule and appendix constitutes an agreement between the Chicago and North Western Railway Company and the Brotherhood of Locomotive Engineers, and, except by mutual agreement between the Officer in Charge of Personnel, representing the Chicago and North Western Railway Company and the General Committee of Adjustment of the Brotherhood of Locomotive Engineers, representing the engineers employed on said Railway, no portion thereof shall be changed or abrogated until thirty days' notice in writing shall have been served by the party desiring the change on the other party thereto.

For the Engineers

For the Railway Company

General Chairman
Brotherhood of Locomotive Engineers

Director of Personnel

**Decisions, Rulings, Agreements, Etc.
Chicago and North Western Railway Company**

**Memorandum of Agreement Between
the Chicago and North Western Railway Company
and the General Committee of
Adjustment Brotherhood of Locomotive Engineers**

By mutual agreement between the Assistant to President in Charge of Personnel, representing the Chicago and North Western Railway Company, and the General Committee of Adjustment, Brotherhood of Locomotive Engineers, representing all the engineers employed on said Railway, in consideration of the withdrawal of Docket 6592, First Division, National Railroad Adjustment Board, identified as:

"Claim of engineers (a) for proper rate of pay, various types of locomotives, based on weight of drivers; (b) that locomotives, various types, be weighed on scale suitable; (c) that proper rate of pay be made retroactive."

The following will be applicable in applying provisions of Rules 2 and 7 of Schedule of Wages and Rules Regulating Employment of Locomotive Engineers:

1. Class of engines and/or weights of engines on drivers as classified in Rules 2 and 7, designated as "Rates of Pay (Passenger) Per Day" and "Rates of Pay (Freight -- Way-Freight) Per Day," Schedule of Wages and Rules Regulating Employment of Locomotive Engineers, effective December 1, 1938, will not be re-classified and placed in a lower bracket of weights as the result of re-weighing and/or reducing weight on drivers by any means whatsoever.
2. If parts are added, changes or alterations made, which will increase the weight on drivers sufficiently to place engines in a higher bracket of weights, they will be weighed and placed in proper weight classification as contained in Rules 2 and 7, designated as "Rates of Pay (Passenger) Per Day" and "Rates of Pay (Freight -- Way-Freight) Per Day," Schedule of Wages and Rules Regulating Employment of Locomotive Engineers.

Rates of pay for engineers will be established effective December 1, 1938, as indicated on attached statements.

For the Employees

J. McGuire
General Chairman
B. of L. E.

Charles Chaison
Secretary
B. of L. E.

Chicago, Illinois
December 22, 1938

See System Weight on Drivers Agreement.

For the Railway Company

M. E. Pangle
Assistant to President

Chicago, Illinois
February 4, 1939

Mr. J. McGuire
431 S. Dearborn Street
Chicago, Illinois

Dear Sir:

REQUEST OF B. OF L.E. THAT ALL ENGINES EXCEPT PASSENGER BE EQUIPPED WITH
AWNINGS, AND WHEN NEW AWNINGS ARE APPLIED OR REPLACEMENTS MADE THEY
WILL EXTEND FROM FRONT TO REAR OF CAB ON RIGHT SIDE.

Referring to previous correspondence, our last letter of October 19, 1938, in respect to this subject.

Necessary authority has been received for the work of installing awnings in accordance with your
modified request that contemplates application of awnings similar to those now applied on our way
freight and yard engines.

Yours truly,

M. E. Pangle
Assistant to President

Chicago, Illinois
January 7, 1938

Mr. J. McGuire
431 S. Dearborn Street
Chicago, Illinois

Dear Sir:

REVISION OF RULE 1A, ENGINEERS' AGREEMENT EFFECTIVE JANUARY 16, 1938.

With reference to revision of Rule 1a, engineers' agreement, effective January 16, 1938, and with specific reference to understandings in respect to application of the revised rule.

In consideration of the fact that an allowance of fifteen minutes has been made for inspection of engines and making out work reports on arrival at terminal, engineers will be expected to report all the defects that will impair engine's usefulness. It is understood that under ordinary circumstances engineers will not be disciplined if all defects are not reported. However, if upon investigation, it develops that an engineer has been grossly negligent in inspecting engine, he will be subject to disciplinary action. Locomotive inspection does not include underneath inspection.

Yours truly,

M. E. Pangle
Assistant to President

July 1, 1949

File 3-8-628

CIRCULAR LETTER NO. S-1-320

SUPERINTENDENTS:

MASTER MECHANICS:

ASSISTANT MASTER MECHANICS:

We were recently required to allow a claim in favor of engineers and firemen for one hour early time, based on Appendix Rules 2, E&F schedules, account ordered to report for duty at enginehouse at 2:40 p.m. to leave depot at 3:40 p.m. on passenger train No. 160, due to the fact the bulletin covering the assignment did not show the preparatory time or the time the engine crew was to leave the enginehouse track.

E&F Appendix Rules 2 provide for payment of one mile for each 4.8 minutes at passenger classification rate in favor of engineers and firemen who are required to and leave enginehouse with engine one hour or more before time ordered to leave passenger station. In this claim the crew was required by bulletin to report for duty at enginehouse at 2:40 p.m., but no time was shown as to when they were to leave the enginehouse. Their train was due to depart from passenger station at 3:40 p.m. or one hour subsequent to the time they reported for duty.

This information is given you in order that wherever it is not now the practice to do so, bulletins covering assignment of engineers and firemen in passenger service will in the future show preparatory time or time that passenger crews are ordered to leave the enginehouse track on runs where they are required to report for duty at the enginehouse.

Please acknowledge receipt.

G. F. Stephens

Director of Personnel

MEMORANDUM AGREEMENT BETWEEN CHICAGO AND NORTH WESTERN RAILWAY
COMPANY AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS IN RESPECT TO
ELIGIBILITY OF ENGINEERS IN CHICAGO SUBURBAN PASSENGER SERVICE.

It is hereby agreed that effective April 15, 1945, the following will govern in respect to eligibility of
engineers Chicago suburban passenger service:

Engineers who have not qualified for passenger service under provisions of Rule 6, Section (b),
Engineers' Schedule, effective February 1, 1942, will be considered qualified for Chicago suburban
passenger service (Galena and Wisconsin Divisions) provided they have had ten years (120
months) experience as locomotive firemen, six (6) months of which has been in suburban service.

Chicago suburban passenger service as referred to herein shall be considered as runs (assigned
or extra) making one or more round trips between Chicago passenger terminal and Racine or
Harvard on the Wisconsin Division, and Aurora or St. Charles on the Galena Division, or
intermediate points.

This agreement will not operate to change the application of Rule 72, Engineers' Schedule.

FOR THE EMPLOYEES:

J. McGuire
General Chairman
Brotherhood of Locomotive Engineers

Chicago, Illinois
April 2, 1945

FOR THE CHICAGO AND
NORTH WESTERN RAILWAY COMPANY:

G. F. Stephens
Director of Personnel

Chicago, Illinois
October 9, 1940

Mr. J. McGuire
431 S. Dearborn Street
Chicago, Illinois

Dear Sir:

ELIGIBILITY OF ENGINEERS FOR PASSENGER SERVICE — APPLICATION OF RULE 6,
ENGINEERS' AGREEMENT.

Referring to your letter of September 6, 1940, in respect to the above matter.

On basis of my interpretation of Rule 6, Engineers' Agreement, the miles used in determining when an engineer accumulated a total of 25,000 miles (changed to 20,000 miles March 1, 1946) would have to be miles earned or worked as an engineer.

Yours truly,

G. F. Stephens
Director of Personnel

Chicago, Illinois
May 18, 1938

CIRCULAR LETTER NO. S-1-196

SUPERINTENDENTS:
MASTER MECHANICS:
DIVISION ACCOUNTANTS:

APPLICATION OF RULES 7 AND 15, ENGINEERS' AGREEMENT

For your information and guidance, we are indicating below circumstances in a recent claim, and agreement reached with General Chairman, B. of L.E., in disposition of same.

In connection with movement of a special train, an engineer was called for service at definite terminal "A" with wrecking outfit and instructed to proceed through definite terminal "B" to point "C," being held at the latter point to afford protection in event the services of wrecker would be needed. It was not necessary to use the engineer to perform any wrecking service and after there was no longer any need to hold crew at "C" for protection of special train, return trip was made with wrecking outfit to "A" through definite terminal "B." Claim was submitted for 100 miles "A" to "B," 100 miles "B" to "C" and return to "B," and 100 miles "B" to "A," on basis that engineer was in through freight instead of work train service, and, therefore, under provisions of Rule 11, Engineers' Agreement, a new day or trip began when departing from definite terminal "B" on trip to "C" as well as on return trip to "A."

The case was disposed of on basis that in circumstances such as existed in this case where an engineer was called with wrecking outfit to afford wrecking service if necessary, he would be considered in work train service and, therefore, as outlined in Rule 15, Engineers' Agreement, only way freight rules as to mileage and overtime would apply and compensation would be computed on basis of continuous time. However, it was understood that engineers handling wrecker or work train outfit in a train with or without other cars in connection with transfer of such equipment from one point to another when it is not contemplated that wrecking or work train service is to be performed, will not be considered in work train service.

Please acknowledge receipt.

M. E. Pangle
Asst. to President

Chicago, Illinois

July 27, 1934

File 3-3-161

Mr. J. McGuire
431 S. Dearborn Street
Chicago, Illinois

Dear Sir:

CLAIM OF T. S. FOSTER, ENGINEER, IOWA DIVISION, (EAST OF BOONE) FOR 200 MILES,
BOONE TO EAGLE GROVE AND RETURN, AUGUST 7, 1932.

Referring to your letter of July 23, 1934, in respect to this subject:

The principle established under provisions of recent decisions rendered in trainmen's claims, as outlined in my letter of July 20, 1934, will also be applied in allowing compensation to engineers; that is, an engineer working in pool or irregular freight service on a foreign division will be compensated on basis of definite terminal dividing the day when crew passes through that terminal, either straight-away or turnaround; and, in so doing, uses trackage of a foreign division into and out of said terminal.

Yours truly,

M. E. Pangle
Asst. to President

Chicago, Illinois
November 7, 1941

File 3-14-273

Mr. J. McGuire
431 S. Dearborn Street
Chicago, Illinois

Dear Sir:

Referring to your letter of October 27, 1941, in respect to claim in favor of G. C. Muzzy, Engineer, Ashland Division, for compensation on division of time basis account piloting C. M. St. P. & P. passenger train Woodruff to Eland, September 1, 1941:

Information furnished us indicates that Engineer Muzzy in extra passenger service, September 1, 1941, piloted C. M. St. P. & P. passenger train from Woodruff to Eland, passing through Antigo, Wisconsin, a definite terminal for crews in unassigned freight service as provided in Rules 11, Engineers' and Firemen's Agreements, and for crews in extra or unassigned passenger service under provisions of First Division, National Railroad Adjustment Board awards 5631 and 5632.

We are therefore instructing division officers to allow claim in favor of Muzzy for compensation on division of time basis on date involved.

Yours truly,

G. F. Stephens
Director of Personnel

August 1, 1949

File 4-16A-130

CIRCULAR LETTER NO. S-1-324

SUPERINTENDENTS:

MASTER MECHANICS:

ASSISTANT MASTER MECHANICS:

Instructions have been in effect for a number of years that engine crews will not be compensated on basis of division of time account running through definite terminals when required to detour off the route of their regular assignment, provided such detour is made necessary due to impassable track conditions.

We were recently required to allow a claim of an engineer and fireman, based on Rules 11, E&F Schedules, for division of time at a definite terminal account detouring off the route of their regular assignment and in so doing handled cars that would not have been handled by their assignment that day had it not been detoured but would have been handled by the assignment in the opposite direction. The circumstances of this claim are as follows:

The engineer and fireman making the claim were on a regular mixed train assignment operating train 565-566 between Fremont and Oakdale via the Albion Line. A sketch of this assignment is given below for your ready information:

Oakdale Norfolk Scribner Fremont

Albion Line Lindsay

On September 24, 1948 this crew was due to work on train No. 566 from Oakdale to Fremont via the Albion Line. They worked from Oakdale to Lindsay, a point en route about 55 miles out of the initial terminal where it was found that they could not continue on that line account tracks being washed out. The crew was therefore ordered back to Oakdale, the initial terminal, and then operated from Oakdale to Fremont via the main line through Norfolk, a definite terminal, in order to get the crew to Fremont, their home terminal. In connection with this detour the crew were required to pick up and set out cars en route between Lindsay and Oakdale, which cars would ordinarily have been handled by train No. 565 in the opposite direction, and handle some of these cars through to Norfolk.

Please have it understood by all concerned that when crews are required to make a legitimate detour in emergency account regular route of their assignment being made impassable by washout or other reasons beyond control of the railway company they must not be required to handle any cars that would not have been handled by their assignment had it not been detoured. Kindly acknowledge receipt.

G. F. Stephens

Director of Personnel

Chicago, Illinois
April 28, 1939

File 3-8-351

Mr. J. McGuire
431 S. Dearborn Street
Chicago, Illinois

Dear Sir:

ADDITIONAL COMPENSATION IN FAVOR OF J. P. CALLAGHAN, ENGINEER, WISCONSIN
DIVISION, ACCOUNT SIDE TRIP, CHICAGO TO GLENCOE AND RETURN, MAY 15, 1938.

Referring to the above subject and in reply to previous correspondence regarding same, your last
letter of April 24, 1939:

In accordance with decisions handed down by the National Railroad Adjustment Board, and our
decision of March 14, 1939, in the claim of J. P. Callaghan, we agree that if an engineer in
assigned passenger or freight turnaround service is required to make an intermediate trip not in
connection with his assignment, he will be entitled to a minimum of 100 miles at classification rate
for the performance of the service which is not a part of his regular assignment.

Yours truly,

M. E. Pangle
Asst. to President

Chicago, Illinois

May 10, 1949

File 3-3-390

File 3-3-394

File 3-15-328

CIRCULAR LETTER NO. S-1-317

SUPERINTENDENTS:

MASTER MECHANICS:

ASSISTANT MASTER MECHANICS:

Rules 17(d) and (e), current Engineers' Schedule, provide as follows:

"Rule 17(d) — When a train comprising a leg of an engineer's assignment is annulled, or it is known that departure will be delayed from one of its terminals to the extent that the engineer cannot reach the opposite terminal in time to protect the following subsequent trip on his assignment, he will, if transportation service ordinarily used is available, be deadheaded to the opposite terminal. The provisions hereof will also apply to engineers arriving at a terminal too late to operate opposite leg of their assignment."

"Rule 17(e) — Where the return portion of an engineer's regular assignment is annulled and he is held at other than the recognized home terminal of his assignment beyond the scheduled departing time of the return portion of the assignment account transportation service ordinarily used not being available, he will be compensated in line with the provisions of Rule 35, Current Engineers' Schedule."

For your information and guidance we have reached an understanding with the General Chairman of the Brotherhood of Locomotive Engineers regarding the application of the above quoted rules that the two paragraphs of Rule 17 quoted above will not be applicable in circumstances where an engineer reports for his assignment at the away-from-home terminal prior to the expiration of the 12-hour period referred to in Rule 82 of the Operating Book of Rules even though the 12-hour period does expire and the assignment annulled under Rule 82, Operating Book of Rules, prior to departure from the terminal. In other words, it is understood that if an engineer goes on duty at the away-from-home terminal prior to his train being annulled under Rule 82 of the Operating Book of Rules, Rule 17(e) of the Engineers' Schedule would not be applicable.

On the other hand if a regularly assigned engineer is required to report at the away-from-home terminal of his assignment after the timetable schedule of the train constituting his assignment is annulled due to being 12 hours or more late on its schedule, as outlined in rule 82 of the Operating Book of Rules, the assignment will be considered annulled in so far as Rule 17(e) is concerned. In such circumstances the engineer will be compensated for any held away-from-home terminal time that may accrue but will be used on the assignment, provided the train involved is his regular train operated as an extra, as the assignment is identified according to the consist or the commodity handled. It is likewise understood that in such circumstances the provisions of Rule 17(d) are not applicable, that is, it is not necessary in such circumstances that the engineer be deadheaded to the opposite terminal, unless, of course, departure is delayed to the extent that he cannot reach the opposite terminal in time to protect the following subsequent trip on his assignment.

It has further been agreed that if an engineer is advised prior to being called for his assignment that his train has been annulled and is not going to be operated and then later is called for service on his assignment operated as an extra prior to the train losing its identity under rule 82 of the Operating Book of Rules, the provisions of Rule 17(e) will be applicable, but the engineer would be used on the job if it is his regular assignment operated as an extra and would not have to be deadheaded to the opposite terminal.

The same understanding has been reached with the General Chairman of the BLF&E covering application of similar rules in the firemen's schedule.

In connection with this application of the above referred to rules, it has been agreed with the General Chairman, BLE and BLF&E that sharp practice will not be resorted to in calling engineers and firemen prior to their assignment being annulled under Rule 82 of the Operating Book of Rules for the sole purpose of defeating payment under Rule 17(e), and where any such contention is made the case will be handled on its merits in the usual manner.

Please be governed accordingly, acknowledging receipt.

G. F. Stephens
Director of Personnel

Chicago, Illinois
October 3, 1949

Files 3-3-390
File 3-3-394
File 3-15-328

CIRCULAR LETTER NO. S-1-317-A

SUPERINTENDENTS (C&NW):
MASTER MECHANICS (C&NW):
ASSISTANT MASTER MECHANICS (C&NW):

Please be referred to my Circular Letter S-1-317, dated May 10, 1949, in connection with the application of Rules 17(d) and 17(e) of the Engineers' Schedule.

In order to avoid controversy regarding the home terminal of engineers in regularly assigned service, it has been agreed with the General Chairman of the Brotherhood of Locomotive Engineers that in this connection the same principle will apply as that applicable to the assignment of engineers as outlined in Rule 65, Engineers' Schedule, i.e., in the assignment of runs if an agreement cannot be made locally the case may be referred to this office to be settled with the General Chairman. In other words, in designating home terminals for assigned engineers in connection with the application of Rules 17(e) and 35, Engineers' Schedule, if it cannot be agreed locally when the assignment is made as to which terminal is to be the home terminal the matter will be referred to this office for handling with the General Chairman. For assignments that are now in existence, division officers will confer with the local chairman, BLE, and undertake to agree regarding the designation of home terminals on all regularly assigned runs.

Please acknowledge receipt.

G. F. Stephens
Director of Personnel

June 16, 1947

File 3-6-168

CIRCULAR LETTER NO. S-1-287

MASTER MECHANICS:

ASSISTANT MASTER MECHANICS:

We recently allowed claim of an engineer based on Rule 17, Engineers' Schedule, for the difference between what he earned and what he would have earned had he been permitted to go out on regular assignment, the circumstances of which were as follows:

The engineer in whose favor claim was made was due out of initial terminal the night of December 7, 1945 on his regular assignment. However, another engineer was called for this assignment, going on duty at 9:45 p.m., while the regular engineer was called to go on duty at 9:55 p.m. December 7, 1945, to protect another assignment — that is, the regular engineer was required to report for duty on another assignment ten minutes later than he would have gone on duty had he been called and used on his regular assignment.

It has been agreed with the representatives of the engineers' and firemen's organizations that in connection with the application of Rule 17, E&F Schedules, it is improper to hold engineers and firemen off their regular assignments in such circumstances to go on duty on another assignment at a later time than they would go on duty on their regular assignment.

Please be governed accordingly, acknowledging receipt.

G. F. Stephens

Director of Personnel

Chicago, Illinois
February 23, 1934

Mr. J. McGuire
431 S. Dearborn Street
Chicago, Illinois

Dear Sir:

CLAIM OF H. H. MCCLEERY, ENGINEER, MADISON DIVISION (FORMER MINNESOTA DISTRICT) BASED ON RULE 17, ENGINEERS' SCHEDULE, FOR COMPENSATION DECEMBER 21 AND 22, 1931.

Referring to previous correspondence, your last letter of August 25, 1933, in respect to this subject.

In accordance with understanding reached in conference in the President's office today, this claim will be adjusted on basis of allowing Engineer McCleery time or mileage lost account not being permitted to take up service on his assignment at Mankato, in lieu of being required to wait until his assignment returned to Waseca.

It is further understood that engineers on regular assignments, after having laid off, will be permitted to take up service on such assignments at any terminal thereof.

Please acknowledge receipt.

Yours truly,

Wm. Walliser

Chicago, Illinois

April 21, 1934

File 3-10-105

CIRCULAR LETTER NO. S-1-167

DIVISION SUPERINTENDENTS:
MASTER MECHANICS:

PERMITTING ENGINEERS TO TAKE UP WORK ON THEIR ASSIGNMENTS AT OTHER THAN
HOME TERMINAL.

Referring to above subject:

We have agreed with the General Chairman, B. of L.E., that engineers on regular assignments, after having laid off, will be permitted to take up service on such assignments at any terminal thereof.

Please acknowledge receipt.

M. E. Pangle
Asst. to President

UNITED STATES RAILROAD LABOR BOARD
Chicago, Illinois
March 19, 1925
Decision No. 3154

Brotherhood of Locomotive Engineers
Brotherhood of Locomotive Firemen and Enginememen
Vs.
Chicago & North Western Railway Company

Question:

Claim of J. E. Craven, engineer, and I. F. Weed, fireman, I. & M. Division, for compensation for 30 minutes final terminal delay, July 12, 1921, based on the provisions of Rule 20 of the Engineers' and Firemen's Schedules reading, in part, as follows:

" . . . Final terminal delay, after the lapse of thirty (30) minutes, will be paid for the full delay at the end of the trip, at the overtime rate for passenger service, and at the pro-rata rate or overtime rate for freight service, according to class of engine on the minute basis . . . "

Statement:

The submission contained the following:

"Joint statement of facts. That part of Rule 20 quoted in the claim, is a part of Article VI, Western Arbitration Award, dated May 11, 1915, changed to conform with the overtime provisions of Supplement 24 to General Order No. 27.

"On July 12, 1921, Engineer Craven and Fireman Weed arrived at Mason City passenger station on passenger train No. 19 at 10 p.m. They were delayed, disposing of their train, 30 minutes.

"Employees' position. It is the contention of the employees that Engineer Craven and Fireman Weed are entitled to 30 minutes compensation, final terminal delay time, after arrival at Mason City on train No. 19, July 12, 1921, from 10 p.m. to 10:30 p.m., in accordance with the provisions of that part of Rule 20, relating to final terminal delay, quoted above.

"Attention is called to Decision No. 2138 rendered by Railway Board of Adjustment No. 1 on the identical rule and question.

"Carrier's position. It is the position of the carrier that engineers and firemen are not entitled to additional compensation for final terminal delay of actually 30 minutes under the provisions of Rule 20 of the Engineers' and Firemen's Schedules, respectively.

"Rule 20 specifically provides compensation for final terminal delay after the lapse of 30 minutes."

Decision:

The Railroad Labor Board decides that the claim of the employees is sustained.

By order of
UNITED STATES RAILROAD LABOR BOARD

Ben W. Hooper
Chairman

Attest:
L. M. Parker
Secretary

**FIRST DIVISION
NATIONAL RAILROAD ADJUSTMENT BOARD**

Form 1

Award No. 5507
Docket No. 6881

Parties to Dispute:

Brotherhood of Locomotive Engineers
Chicago and North Western Railway Company

Statement of Claim:

Claim of H. G. McCullom, engineer, Black Hills Division, for deadhead mileage, Long Pine to Chadron, Nebraska, August 17, 1938.

Findings:

The First Division of the Adjustment Board, upon the whole record and all the evidence, finds that: The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

The issue herein turns upon a question of fact: Did complainant Engineer McCullom deadhead Long Pine to Chadron August 17, 1938, in the exercise of seniority within the meaning of that part of Rule 21(b) of agreement here in evidence, reading:

"Deadheading resulting from the exercise of seniority right will not be paid for."

It is held if McCullom had been relieved from his assignment at Long Pine when so requested after he had been on same ten (10) days pursuant to Rule 63(d) the deadhead claim herein asserted would not be valid but because he was held thereon after ten (10) days for a period of time during which there were junior men on the extra list at Chadron he did not make the deadhead trip in question "... resulting from the exercise of seniority ..." within the meaning of Rule 21(b).

Award:

Claim sustained.

By order of

FIRST DIVISION
NATIONAL RAILROAD ADJUSTMENT BOARD

Attest:

T. S. McFarland
Secretary

Dated at Chicago, Illinois, this 27th day of February 1941.

**TRAIN SERVICE BOARD OF ADJUSTMENT
FOR THE WESTERN REGION**

Brotherhood of Locomotive Engineers

vs.

Chicago and North Western Railway Company

Claim of Engineer E. V. Marx for compensation under the provisions of Rule 21, B. of L. E. Schedule, for deadhead trip from Watersmeet to Antigo, December 24, 1927.

Joint Statement of Facts:

Engineer E. V. Marx, regularly assigned to the Beaton Log Run, operating out Watersmeet, Michigan, was advised on December 24, 1927, that the Beaton Log Run was discontinued, and on being so informed, deadheaded to Antigo.

Position of Committee:

Rule 21, Engineers' Schedule, validates claim of Engineer Marx.

Position of Management:

It is the position of the Railway Company that Rule 21, Engineers' Current Schedule, does not support the claim.

Decision:

The rules involved in this controversy are standard generally upon Western Railroads and their general application sustains this claim, and Board so decides.

C. V. McLaughlin
Chairman

Chicago, Illinois
December 18, 1928

Chicago, Illinois
February 23, 1934

Mr. J. McGuire
431 S. Dearborn Street
Chicago, Illinois

Dear Sir:

CLAIM OF H. C. PRICE, ENGINEER, EASTERN DIVISION, FOR 121 MILES DEADHEAD, TRAIN 422, OCTOBER 25, 1929.

Referring to previous correspondence in respect to this subject, your last letter of March 16, 1932.

In accordance with understanding reached in conference in the President's office today, Engineer Price will be allowed compensation, under Rule 21, Engineers' Agreement, for deadheading Bonesteel to Norfolk, October 25, 1929. It is understood that that part of Rule 21, Engineers' Agreement, reading: "Deadheading resulting from the exercise of seniority rights will not be paid for . . ." does not apply to extra engineers returning to the extra board in circumstances as described in this case.

Please acknowledge receipt.

Yours truly,

Wm. Walliser

Note:

On October 18, 1929, the position of engineer on gravel job No. 5, working out of Bonesteel, was bulletined. Engineer Price was called off the extra board at Norfolk to deadhead, train No. 413, to Bonesteel to fill the assignment pending termination of bulletin. On October 24 an engineer was regularly assigned to gravel job No. 5 as a result of the bulletin and Engineer H. C. Price deadheaded on train No. 422, departing Bonesteel October 25, 1929, to Norfolk, resuming his place on the extra board.

Engineer Price's claim for deadheading was allowed, later on deducted, finally appealed to President Sargent who allowed claim as per Mr. Walliser's letter of February 23, 1934.

J. McGuire

Chicago, Illinois

March 12, 1952

File 69-1-41 E&F

File 3-17-226

File 4-17-141

CIRCULAR LETTER NO. S-1-343-A

SUPERINTENDENTS (C&NW):

MASTER MECHANICS (C&NW):

ASSISTANT MASTER MECHANICS:

Please refer to our Circular Letter No. S-1-343 dated October 8, 1951 in regard to the application of Item 3, Rule 22, Engineers' Schedule.

Question was recently raised as to the proper compensation due an engineer who, due to no relief being furnished, is required to work over into a succeeding yard assignment and requests that he be relieved at the expiration of twelve hours.

It has been concluded that in such circumstances the engineer should be allowed eight hours at the overtime rate provided that prior to commencing work on the succeeding assignment he notifies the officer in charge that he desires to be relieved at the expiration of twelve hours. It is understood however, that in instances where a man ties up prior to the expiration of the assignment after accepting a double onto a succeeding shift without having, prior to starting the second shift, given advise to the officer in charge of his intention to tie up prior to the completion of the assignment, he would only be entitled to the actual hours worked at overtime rate.

For the information of the Master Mechanics attached is copy of our Circular Letter No. S-1-343.

G. F. Stephens

Vice President

Personnel

Chicago, Illinois
October 8, 1951

File 69-1-41 E&F

CIRCULAR LETTER NO. S-1-343

SUPERINTENDENTS (C&NW):

Item 3, Rule 22, Engineers' Schedule, reads as follows:

"Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

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

A dispute arose regarding the above quoted rule as to whether a twenty-four hour period would commence at the starting time of the shift or at the time the extra engineer actually took up work on the shift in circumstances where an extra engineer is called to relieve a regular engineer in the middle of a shift.

It has been concluded that in such circumstances the twenty-four hour period for the extra engineer relieving a regular engineer in the middle of a shift would commence at the time he actually took up service and not at the beginning of the shift.

Please be governed accordingly, acknowledging receipt.

G. F. Stephens
Vice President
Personnel

Chicago, Illinois
July 20, 1937

File 3-15-173

Mr. J. McGuire
431 S. Dearborn Street
Chicago, Illinois

Dear Sir:

APPLICATION OF HOURS OF SERVICE LAW — CASE OF E. STACY, ENGINEER, PENINSULA
DIVISION: ALSO STARTING TIME OF YARD ENGINE ASSIGNMENTS, ESCANABA, MICHIGAN.

Referring to your letter of May 24, 1937, in respect to the above subject, discussed in conference
July 15.

It is our understanding the primary question involved is in connection with that part of your letter of
May 24 reading:

"Train Dispatcher Loos, noting that Stacy was working the second trick, tied the crew up 5 hours
and 30 minutes after starting to work, taking the position that under the Interstate Commerce
Commission rulings it was necessary for an engineer to have a 3 hour off-duty period before he
could work in aggregate service."

As advised you in conference the 15th inst., we know of no rulings by the Interstate Commerce
Commission requiring an engineer to be off duty three hours before he can be considered as
working in aggregate service, and any misunderstanding in this regard on the part of division
officers, Peninsula Division, will be corrected.

Yours truly,

M. E. Pangle
Asst. to President

**NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISION**

Form 1

Award No. 235
Docket No. 759

Parties to Dispute:

Brotherhood of Locomotive Engineers
Chicago and North Western Railway company

Dispute:

Claim of engineers, Black Hills Division, assigned to passenger trains Nos. 411-711-412-712, operated daily except Sunday between Rapid City and Newell, for way freight rate in lieu of passenger rate of compensation.

Findings:

The First Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

These passenger trains are regularly assigned to unload L.C.L. freight en route, therefore Rule 28(a) is applicable.

Award:

Claim sustained.

By order of
FIRST DIVISION
NATIONAL RAILROAD ADJUSTMENT BOARD

Attest:
T. S. McFarland
Secretary

Dated at Chicago, Illinois, this 4th day of April 1935.

**NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISION**

Form 1

Award No. 5512
Docket No. 9064

Parties to Dispute:

Brotherhood of Locomotive Engineers
Chicago and North Western Railway Company

Statement of Claim:

Controversy in respect to the application of Rule 30(h), Engineers' Schedule, as amended effective June 1, 1939.

Findings:

The First Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

The dispute in this docket is upon an interpretation of the term "switching" as used in Rule 30(h) cited from agreement between the parties effective June 1, 1939, and collaterally upon interpretation given paragraph (m) of said Rule 30. The said rules are hereby interpreted to mean:

- (1) At points en route where a road freight engineer be required to pick up cars which cars are together in one block (not necessarily first out) on one track or on additional tracks when such tracks are of insufficient length to hold same, "switching" within the meaning of Rule 30(h) is not involved.
- (2) If cars to be taken into his train at a point en route are not together in one block and on account thereof a road freight engineer be required to switch cars out from among other cars found on one or more tracks the same is held to be "switching" within the meaning of Rule 30(h).
- (3) When a road freight engineer be required to set cars out of his train at a point en route which cars are together in one block in the train, irrespective of whether that block be at the forward end or at some other location in the train, it is held to be not "switching" within the meaning of Rule 30(h) and considered in the light of paragraph (m), Rule 30.
- (4) When a road freight engineer be required to set cars out at a point en route from more than one place in his train it is held to be "switching" within the meaning of Rule 30(h) and considered in the light of paragraph (m), Rule 30.
- (5) "Replacing cars displaced" within the meaning of the second paragraph of Rule 30(h) is hereby interpreted to mean the replacing of cars previously placed at a given location for a specific purpose such as loading, unloading, repairs, etc.

Award:

Controversy disposed of per findings.

By order of

FIRST DIVISION
NATIONAL RAILROAD ADJUSTMENT BOARD

Attest:

T. S. McFarland
Secretary

Dated at Chicago, Illinois, this 19th day of March 1941.

January 15, 1951

File 3-8-666

File 4-8-471

Mr. Lee B. Russell
327 S. LaSalle Street
Chicago, Illinois

Dear Sir:

Please be referred to my letter of December 29, 1950 in respect to BLE Case 50-158 involving the claim of Francis E. Paddock, Engineer, Wisconsin Division, based on Rule 37, Engineers' Schedule, for 100 miles in lieu of fifty miles West Bend to Milwaukee, October 2, 1950 account while assigned to train 293's extra and 292 was relieved under the hours of service law at West Bend 8:30 p.m., deadheaded to Milwaukee and arrived that point at 1:40 a.m.

In the last paragraph of our letter of December 29, 1950 we stated that while we were allowing this claim without prejudice, we would be glad to have you advise regarding the future application of rule 37, Engineers' Schedule, in this respect. I am now in receipt of your letter of January 3, 1951 in reply to mine of December 14, 1950 involving circumstances identical to those in this case of Engineer Paddock wherein you indicated that you were agreeable to placing an interpretation on Rule 37, Engineers' Schedule, to provide that where an engineer is tied up at a point en route under the hours of service law and does not receive his legal rest prior to being towed or deadheaded into the terminal will continue under pay until the tow in or deadhead trip starts, and in addition thereto will be compensated for the two in trip under provisions of paragraphs (e) and (f) of Rule 37.

It is, therefore, understood that Rule 37, Engineers' Schedule, will be so applied in the future. Will you please confirm.

Yours truly,

G. F. Stephens
Vice President
Personnel

Chicago, Illinois
February 8, 1941

Mr. J. McGuire
431 S. Dearborn Street
Chicago, Illinois

Dear Sir:

Replying to your letter of February 5, 1941, in respect to computing mileage under the provisions of rule 38, Engineers' Current Schedule. Please be advised that we concur with your interpretation of Rule 38 as outlined in your letter, that is, for computing miles under the provisions of monthly guarantee overtime will be computed on the basis of 12.5 miles per hour.

Yours truly,

G. F. Stephens
Director of Personnel

Chicago, Illinois
June 10, 1940

CIRCULAR LETTER NO R-11-M

GENERAL AND DIVISION OFFICERS:

DISCIPLINE RECORDS

A recent investigation as to method of maintaining discipline records of employees indicated that generally such records are kept on loose-leaf forms. Investigation further indicated that where a discipline entry had been made on a personal record and later, on basis of leniency or for other reasons, the discipline was cancelled or modified, the only correction made in the record would be to either make a subsequent entry to the effect that discipline of a given date was cancelled or modified, while in other instances the original entry was "ruled out" and a subsequent entry made as to cancellation or modification of such discipline.

Leaving any reference to a discipline entry on the employee's record does not expunge the record of the discipline which, in our opinion, is not the proper method of handling.

Effective at once when an employee's record has been corrected either by canceling a discipline entry or modifying same, the original entry will be entirely expunged from the record so that there will be no reference thereto. To do this will, of course, necessitate re-writing the employee's personal record sheet. While such action will require some clerical work, in our opinion the benefits obtained therefrom fully warrant work required in connection with re-writing an employee's personal record sheet.

Please acknowledge receipt.

G. F. Stephens
Director of Personnel

CIRCULAR LETTER NO. S-1-210

DIVISION SUPERINTENDENTS:
MASTER MECHANICS:

APPLICATION OF RULE 43(b), ENGINEERS' AGREEMENT.

Referring to our Inquiry No. 362 of September 14, 1939, requesting information in regard to practice in effect in regard to calling engineers, under provisions of third paragraph of Rule 43(b), Engineers' Agreement, in the following example:

"On a given Sunday, it is necessary to operate an extra freight train out of point 'Z,' an away-from-home terminal point and a point where an extra list of engineers is not established. There is not sufficient advance notice to permit deadheading an engineer from extra board at home terminal of division.

"The following qualified engineers were available at 'Z':

No. 10 — 'A' — Laying over on regular assignment.

No. 25 — 'B' — Assigned as yard engineer at 'Z' — Not assigned to work on Sundays.

No. 45 — 'C' — Setback engineer working as fireman on same run as 'A,' and on layover.

"Who would be called as engineer on the extra freight run?"

Replies to this inquiry indicate that there is not a correct understanding of the intended application of the provisions of the third paragraph of Rule 43(b), reading:

"If there is no available extra engineer on the extra list, then the oldest available man, as between the men at the point where the work is to be performed and the point where extra list is maintained, who has been demoted or cut off the list, will be used temporarily, and promptly relieved by the senior eligible man, who will be added to the list if an additional man is required thereon."

This rule is an adaption from an engineers' local rule on the Peninsula Division, the purpose of which is to avoid a condition whereby a senior engineer would be required to work for a junior engineer. To illustrate: An engineer lays off at an outside point "A" where extra list is not maintained. Request is made for relief man from "B," the extra list base. In event there are no engineers assigned to the extra list at "B" available, then the senior available man of the demoted engineers at "A" and "B" would be called and used until an eligible extra engineer was available.

However, in cases where the services of an engineer are needed for emergency service at an outside point and there are promoted engineers available, the provisions of that part of Rule 43(b), Engineers' Agreement, would not be applicable. In the above example quoted from Inquiry No. 362, Engineer "A" laying over at "Z" could have been used with the balance of the crew of his regular assignment for the extra service, and if the extra trip was into a terminal where extra list was maintained he could be returned to the outside point for service on his regular run without regard to other engineers who might be available at the terminal.

Please acknowledge receipt.

M. E. Pangle
Director of Personnel

Chicago, Illinois
February 23, 1934

Mr. J. McGuire
431 S. Dearborn Street
Chicago, Illinois

Dear Sir:

CLAIM OF L. T. HAMLIN, ENGINEER, GALENA DIVISION, FOR 50 MILE RUNAROUND, BASED ON PROVISIONS OF RULE 44, ENGINEERS' SCHEDULE, ACCOUNT ENGINEER BAIRD DEPARTING CLINTON PRIOR TO HAMLIN, JANUARY 4, 1933.

Referring to previous correspondence in respect to this subject, your last letter of September 21, 1933:

In accordance with understanding reached in my office today, this claim will be disposed of on basis of allowing Engineer Hamlin 50 miles for runaround January 4, 1933.

It is further understood that in the future, provisions of Rule 44, Engineers' Agreement, apply to the time engineers are required to report for duty for a run.

Please acknowledge receipt.

Yours truly,

Wm. Walliser

Note: Above provides that, if Engineer Black is first out, Engineer White second out and trains are ordered for 2:00 p.m. and 2:15 p.m., train ordered for 2:15 p.m. departs from terminal prior to train ordered for 2:00 p.m., a runaround would not be involved.

J. McGuire

Chicago, Illinois
July 11, 1928

Mr. J. McGuire
431 S. Dearborn Street
Chicago, Illinois

Dear Sir:

DUTIES OF ENGINEERS PERFORMING PILOT SERVICE.

Replying to your letter of May 26, 1928, with respect to this subject.

On page 9 of Current Rules Governing the Operating Department, appears definition of Pilot, reading:

"An employee assigned to a train when the engineman or conductor, or both, are not fully acquainted with the physical characteristics or rules of the railroad, or portion of the railroad, over which the train is to be moved."

When engineers are assigned as Pilots, they are responsible for the proper observance of train orders and are required to acquaint the regular engineer with the physical characteristics, such as grades, location of railroad crossings, water tanks, stations, etc., and also with rules with respect to operation of trains; however, responsibility for operation of engine rests with regularly assigned engineer.

Yours truly,

Wm. Walliser
Vice President

MEMORANDUM OF AGREEMENT BETWEEN THE C. & N. W. RAILWAY COMPANY AND THE GENERAL COMMITTEE OF ADJUSTMENT, B. OF L. E., REPRESENTING ALL ENGINEERS EMPLOYED ON THE C. & N. W. RAILWAY IN THE MATTER OF REGULATION OF MILEAGE OF LOCOMOTIVE ENGINEERS.

It is agreed between the C. & N. W. Railway Company and the General Committee of Adjustment, Brotherhood of Locomotive Engineers, representing all locomotive engineers employed on the C. & N. W. Railway, that effective October 10, 1929, the following will govern the regulation of mileage of locomotive engineers:

- (a) In regular and extra passenger service a sufficient number of engineers will be assigned to keep the average mileage or equivalent thereof between four thousand (4,000) and forty-eight hundred (4,800) miles per month.
- (b) In assigned pool freight or other service paying freight rates a sufficient number of engineers will be assigned to keep the average mileage or equivalent thereof between thirty-two hundred (3,200) and thirty-eight hundred (3,800) miles per month.
- (c) A sufficient number of engineers will be maintained on the extra list to keep the average mileage or equivalent thereof between twenty-six hundred (2,600) and thirty-eight hundred (3,800) miles per month.
- (d) In assigned yard service regulation will be made by requiring each regularly assigned engineer to lay off when he has earned the equivalent of thirty-five (35) days per month.
- (e) If the regulations cannot be made as provided in paragraphs (a), (b) and (c), engineers will be required to lay off when they have made the maximum mileage or equivalent stipulated therein, provided there are relief engineers available. If, however, any engineer exceeds his maximum miles or days as stipulated in the preceding paragraphs in any month, such excess will be charged to his miles or days in the following month.

Note: Engineers used in combination service will be permitted to make the equivalent of thirty-eight hundred (3,800) miles in freight service. This shall not be construed to modify provisions of Section (c).

- (f) In regulating the working lists in the respective classes of service, each class will be handled separately. In the regulation of mileage neither the minimum nor the maximum is a guarantee.
- (g) When it becomes necessary to reduce the number of engineers at a terminal on any seniority district, reductions shall be in the reverse order of seniority.

Note: In the reduction of engineers no engineer will be demoted on any seniority district while a junior engineer is working as such, except by agreement between General Committee of Adjustment, B. of L. E., and Vice President in Charge of Personnel, C & N. W. Railway.

- (h) No reductions will be made so long as engineers in extra passenger service are averaging the equivalent of four thousand (4,000) miles per month; in pool freight or other unassigned service paying freight rates are averaging the equivalent of thirty-two hundred (3,200) miles per month.
- (i) Engineers in registering their arrival will also register total time reduced to miles for the current month. Engineers failing to register this information will not be permitted to perform service until such information has been properly entered.
- (j) When hired engineers are laid off on account of reduction in force they will retain all seniority rights provided they return to actual service within thirty (30) days from date their service was required.

- (k) The provisions of this agreement will not be considered as in conflict with the provisions of Rule 39, Engineers' Schedule, effective October 10, 1929.

The foregoing constitutes an agreement between the Chicago and North Western Railway Company and the Brotherhood of Locomotive Engineers, representing all engineers employed on said railway, and no portion thereof shall be changed or abrogated until thirty (30) days' notice in writing shall have been served by the party desiring the change on the other party thereto.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

J. McGuire
General Chairman

Charles Chaison
Secretary

FOR THE CHICAGO AND NORTH WESTERN
RAILWAY COMPANY:

Wm. Walliser
Vice President

Chicago, Illinois
January 5, 1939

CIRCULAR LETTER NO. S-1-141-C

MASTER MECHANICS:

REGULATION OF MILEAGE, ENGINEERS.

Referring to previous correspondence in regard to computing overtime and other payments made at 3/16 of the daily freight rate on basis of 18 $\frac{3}{4}$ miles per hour in determining mileage equivalents in connection with the application of agreements governing mileage of locomotive engineers.

As investigation indicates a lack of uniformity in regard to the basis used in converting miles or time in passenger and/or yard service to the equivalent of freight miles for engineers used in combination service during a month or checking period who under the agreements governing are permitted to make the equivalent of a certain number of miles in freight service.

In determining mileage equivalent for engineers in combination service, the following bases should be used:

PASSENGER SERVICE:

100 service or deadhead miles is equivalent to 80 freight miles.

YARD SERVICE:

One day in yard service is equivalent to 100 freight miles. One hour overtime in yard service is equivalent to 18 $\frac{3}{4}$ freight miles.

Please acknowledge receipt and arrange to issue necessary instructions to all concerned in regard to this matter.

M. E. Pangle
Asst. to President

Chicago, Illinois
March 12, 1936

Mr. J. McGuire
431 S. Dearborn Street
Chicago, Illinois

Dear Sir:

APPLICATION OF AGREEMENTS WITH TRAIN SERVICE ORGANIZATIONS IN RESPECT TO
REGULATION OF MILES OR TIME — TRAIN, ENGINE AND YARD SERVICE EMPLOYEES.

We are agreeable to an understanding that when, as a result of operating conditions, all available engineers are employed and it is impossible to furnish relief to engineers when requested under provisions of rules regulating maximum miles or time in a given checking period, resulting in the engineer being required to work in excess of the maximum miles or time prescribed such excess miles or time will not be carried forward into the following checking period.

Yours truly,

M. E. Pangle
Asst. to President

Chicago, Illinois

February 27, 1945

File 97-3-00-4

CIRCULAR LETTER NO. S-1-241

MASTER MECHANICS:

ASSISTANT MASTER MECHANICS:

Question has been raised regarding the application of Rule 64(b), Engineers' Agreement, reading:

"Engineers who are absent will not be assigned to runs.

"Engineers returning to service after an absence of five (5) consecutive days or more will be permitted to take any run to which they may be entitled, which had been bulletined and assigned during their absence. Engineers making application for bulletined runs prior to laying off will be assigned to said runs upon resuming duty."

For your information we have agreed with the General Chairman, B. of L. E., that the provisions of Rule 64(b) are applicable in the case of an engineer absent from service on vacation under provisions of the Engineers' Vacation Agreement, the same as if he were absent for any other reason.

Please be governed accordingly, acknowledging receipt.

G. F. Stephens

Director of Personnel

Cc: Superintendents

MEMORANDUM OF AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS IN RESPECT TO GRANTING LEAVES OF ABSENCE TO EMPLOYEES RETURNING TO THE SERVICE OF THE RAILWAY COMPANY UPON COMPLETION OF TRAINING AND SERVICE UNDER THE UNIVERSAL MILITARY TRAINING AND SERVICE ACT WHO MAKE APPLICATION FOR LEAVE OF ABSENCE FOR THE PURPOSE OF VOCATIONAL READJUSTMENT OR EDUCATION AND TRAINING UNDER VETERANS' READJUSTMENT ASSISTANCE ACT OF 1952.

The Veterans' Readjustment Assistance Act of 1952 makes provisions for vocational and readjustment or education and training of any person who served in the active military or naval forces of the United States of America on or after June 27, 1950 and prior to such date as shall be determined by presidential proclamation or concurrent resolution of the Congress.

Under provisions of the Universal Military Training and Service Act of 1948, and memorandum agreements or understandings in connection therewith, employees are granted leaves of absence while in military or naval service, retain and continue to accumulate seniority provided they make application for re-employment within 90 days after release from military or naval training and service.

In order to protect the seniority status of employees of a class coming within the scope of Engineers' Agreement who apply for vocational rehabilitation or education and training under the provisions of Veterans' Readjustment Assistance Act of 1952, the following is mutually agreed to:

An employee eligible for vocational rehabilitation or education and training under the Veterans' Readjustment Assistance Act of 1952, who makes application for re-employment or returns to the service of the railway company upon completion of military or naval training and service within the time limits outlined above and who makes application for leave of absence for the purpose of rehabilitation or education and training under that Act, will be granted a leave of absence for that purpose provided he submits request for such leave of absence within two years from date he makes application for re-employment or returns to the service of the railway company under provisions of the Universal Military Training and Service Act of 1948.

FOR THE EMPLOYEES:

Lee B. Russell
General Chairman

FOR THE RAILWAY COMPANY:

G. F. Stephens
Vice President
Personnel

Chicago, Illinois
October 20, 1952
(File 44-90 Engrs.)

ARTICLE 5 — MORE THAN ONE CLASS OF ROAD SERVICE

The dispute as to this rule shall be submitted to arbitration. The arbitrators shall have the right to consider whether or not any rule covering more than one class of road service should be granted, and if so, the language of such rule.

Each party shall designate the exact questions, conditions or issues relating to such rule which it desires to submit to arbitration, and same shall constitute the questions to be submitted to arbitration.

The Board of Arbitration shall be composed of three members, one appointed by the Chairmen of the three Carriers' Conference Committees; one by the organization or organizations executing this agreement. The arbitrators selected by the parties shall in good faith endeavor to agree on the neutral arbitrator, and failing therein, said neutral shall be appointed by the President of the United States. Procedures, including time limits within which all actions provided for herein are to be taken, shall be according to the forms, procedures and stipulations contained in the Railway Labor Act as amended.

The arbitration proceedings shall be commenced on or before August 12, 1952.

AWARD

Question No. 1

"Should any rule covering More Than One Class of Road Service be granted?"

The Board finds there is no controversy over this question. All parties to this proceeding now agree, as a matter of record, that there should be a rule.

Question No. 2

"What shall be the language of the rule?"

Subject to and in keeping with the provisions of paragraph 4 of the Arbitration Agreement of July 17, 1952, the Board finds that a new rule should be awarded as follows:

I. More Than One Class of Road Service Rule:

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

A. Payment:

1. Except as qualified by A-2 below, payment for the entire service shall be 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.

When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid to the engineer, fireman and/or helper for the entire day or trip.

2. Road employees (engineers, firemen and helpers, conductors and trainmen) 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.

When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any engine shall be paid to the engineer, fireman and/or helper for the entire day or trip.

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

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

- (a) An 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.

B. This rule applies to:

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

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

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

II. Wage Stabilization Finding and Certification:

This Board specifically finds and certifies that the award herein rendered is consistent with the standards now in effect, established by or pursuant to law, for the purpose of controlling inflationary tendencies.

Award rendered and filed in the Office of the Clerk of the United States District Court for the District of Columbia, this 3rd day of December 1952.

BOARD OF ARBITRATION

(Award effective sixty days after date filed.)

ARTICLE 6 — SWITCHING SERVICE FOR NEW INDUSTRIES

- (a) Where, after the effective date of this agreement, an industry desires to locate outside of existing switching limits at points where yard crews are employed, the carrier may assure switching service at such location even though switching limits be not changed, and may perform such service with yard crews from a yard or yards embraced within one and the same switching limits without additional compensation or penalties therefore to yard or road crews, provided the switch governing movements from the main track to the track or tracks serving such industry is located at a point not to exceed four miles from the then existing switching limits. Road crews may perform service at such industry only to the extent they could do so if such industry were within switching limits. Where rules required 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 engineer — fireman or yard engineers — firemen 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 rule and a statement of such time shall be furnished the BLE General Chairman or General Chairmen representing yard and road engineers — firemen by the carrier each month. The BLE General Chairman or General Chairmen involved may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road engineers — firemen from the seniority district on which the industry is located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employee representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

- (b) This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed.
- (c) This rule shall become effective August 1, 1952.

Amended by Article IX of the 1991 N.A. and Article IX of the 1996 N.A.

ARTICLE 7 — CHANGING SWITCHING LIMITS

- (a) 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, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, any party involved may invoke the services of the National Mediation Board.

If mediation fails, the parties agree that the dispute shall be submitted to arbitration under the Railway Labor Act, as amended. Upon such failure of mediation, the carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration.

The arbitrators selected by the parties shall in good faith endeavor to agree on the neutral arbitrator or arbitrators in accordance with the provisions of the Railway Labor Act, as amended. In the event they fail to agree, the neutral arbitrator or arbitrators shall be appointed by the National mediation Board, all in accordance with the provisions of the Railway Labor Act as amended. The jurisdiction of the Arbitration Board shall be limited to the questions submitted to it. The award of the Board shall be final and binding upon the parties.

- (b) This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.
- (c) This rule shall become effective August 1, 1952.

Amended by Article II of 1971 National Agreement.

VACATION AGREEMENT

This Vacation Agreement made this 29th day of April 1949, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof and represented by the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees shown thereon and represented respectively by the BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN, and the SWITCHMEN'S UNION OF NORTH AMERICA: (Sections 1 and 2 amended effective January 1, 1954 by Article 3 of agreement with the Brotherhood of Locomotive Engineers, dated august 17, 1954, insofar as these two sections apply to employees represented by the Brotherhood of Locomotive Engineers.)

IT IS HEREBY AGREED:

Section 1

- (a) Effective July 1, 1949, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year, the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.
- (b) Effective July 1, 1949, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having five or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said five or more years of continuous service renders service of not less than eight hundred (800) basic days in miles or hours paid for as provided in individual schedules.
- (c) Effective January 1, 1954, each employee, subject to the scope of schedule agreements held by the Brotherhood of Locomotive Engineers, having fifteen or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said fifteen or more years of continuous service renders service of not less than twenty-four hundred (2,400) basic days in miles or hours paid for as provided in individual schedules.

Note: Where the elapse of time during the arbitration proceeding has made it impracticable to afford a third week's vacation in 1954 to an employee qualified therefore under Section 1(c) of Article 3 of this agreement, such Section 1(c) shall be made effective as of January 1, 1954 by paying such employee his vacation pay for such third week in addition to his other earnings.

- (d) In dining car service, for service performed on and after July 1, 1949 — each seven and one-half (7 ½) hours paid for shall be considered the equivalent of one basic day in the application of Sections 1(a), 1(b) and 1(c).

- (e) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.
- (f) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing eight hundred (800) basic days under Section 1(b) and twenty-four hundred (2,400) basic days under Section 1(c).

- (g) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

Section 2

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

- (a) An employee receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1[g]) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than six (6) minimum basic days' pay at the rate of the last service rendered.
- (b) An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under section 1[g]) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than twelve (12) minimum basic days' pay at the rate of the last service rendered.
- (c) An employee receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid 3/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1[g]) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than eighteen (18) minimum basic days' pay at the rate of the last service rendered.

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 1 and December 31; 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 vacations 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

No vacation with pay, or payment in lieu thereof, will be due an employee whose employment relation with a carrier has terminated prior to the scheduled vacation period as provided in Section 6, except that employees retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

Section 9

The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

Section 10

Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the 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 in 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 superseded the consolidated Uniform Vacation Agreement dated June 6, 1945, in so far as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen and Switchmen's Union of North America.

An 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.

Vacation Agreement amended by Article III of the 1982 N.A. and Article V, Section 2, of the 1996 N.A.

ARTICLE 4 OF AGREEMENT WITH BROTHERHOOD OF LOCOMOTIVE ENGINEERS DATED
AUGUST 17, 1954:

Referring to Article 3 of this agreement, effective January 1, 1954, it is understood that if an employee who performed the necessary qualifying service in the year prior to the year of his death, dies before receiving such vacation or payment in lieu thereof, payment of the allowance for such vacation shall be made to his widow.

For example, if an employee performs 160 days of service in 1953 and dies in 1954 before receiving his 1954 vacation, payment in lieu thereof will be made to his widow. No vacation allowance will be due for 1955 even though such employee may have worked 160 days in 1954.

MEMORANDUM

Chicago, Illinois

April 29, 1949

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

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

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An 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, runaround 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:

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

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 1/8 basic day.

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Notes

Notes

Holiday Pay
(Article I, National Agreement of June 25, 1964, as amended)

Section 1

- (a) For purposes of this Agreement, the work week for extra yard service employees shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

Note: This work week shall not be applied to extra yard service employees who have scheduled days off other than Saturday and Sunday, in which event the same principles above will apply in determining the work days immediately preceding and following the holiday.

- (b) Substitute the following provision in lieu of existing rules governing payment for service rendered on the seven specified paid holidays:

Yard service employees who work on any of the seven specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

Section 2

The following provisions shall apply to regularly assigned engineers, firemen, hostlers and hostler helpers represented by an organization party hereto in yard service, and regularly assigned road service employees paid on a daily basis:

- (a) Each regularly assigned engineer, fireman, hostler and hostler helper represented by an organization party hereto in yard service, and each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays:

New Year's Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

Note: when any of the above listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

- (b) Any of the employees described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

Note: 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.

- (c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred 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 workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceeding work week shall be considered the workday immediately preceding the holiday.

Holidays

August 20, 1975

Mr. B. N. Whitmire
President
Brotherhood of Locomotive Engineers
1365 Ontario Street
Cleveland, OH 44114

Dear Mr. Whitmire:

Section 2 of Article III — Holidays — of the March 6, 1975 Agreement provides that:

"The National Carriers' Conference Committee, on behalf of the carriers party to this Agreement, may exercise a national option prior to January 1, 1976 to substitute Good Friday for the birthday holiday, effective January 1, 1976, for the employees represented by the Brotherhood of Locomotive Engineers."

This is to advise that the carriers hereby exercise their option to substitute Good Friday for the birthday holiday, effective January 1, 1976, for employees represented by your organization.

Yours very truly,

/s/ W. H. Dempsey
(Chairman, National Railway Labor Conference)

Implementation of Article III — Holidays

--- of the Agreement of March 6, 1975, between the participating carriers represented by the National Carriers' Conference Committee and the employees of such carriers represented by the Brotherhood of Locomotive Engineers.

It is hereby agreed:

Effective January 1, 1976, existing provisions and understandings relating to holidays for employees represented by the Brotherhood of Locomotive Engineers are hereby continued and/or amended in the following respects:

Section 1 — Good Friday

Good Friday is substituted for the Employee's Birthday as a paid holiday. All references in existing holiday provisions and understandings to the Employee's Birthday, and all special qualifying and other provisions and understandings which relate to the employee's Birthday, are eliminated.

Section 2 —Christmas Eve

Christmas Eve (the day before Christmas is observed) is added to the list of enumerated holidays provided by such provisions and understandings as amended by Section 1 thereof.

Section 3 — Continuation and Extension of Certain Existing Holiday Provisions

All provisions and understandings relating to holidays, other than special qualifying and other provisions and understandings relating to the Employee's Birthday, applicable as of December 31, 1975, shall continue to apply effective January 1, 1976, and will be extended effective that date to apply also to Good Friday (in lieu of the employee's Birthday) and to Christmas Eve (the day before Christmas is observed). Good Friday shall have the same status as other holidays, and except as provided in Section 4 Christmas Eve (the day before Christmas is observed) shall have the same status as other holidays.

Section 4 — Special Qualifying Provision—Employee Qualifying for Both Christmas Eve and Christmas Day

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

Signed at Washington, D. C., this 10th day of November, 1976

For the
National Carriers' Conference Committee

/s/ W. H. Dempsey

For the
Brotherhood of Locomotive Engineers

/s/ J. F. Sytsma

- (d) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless the regularly assigned employee fails to qualify under paragraph © hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.
- (e) That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply.
- (f) As used in this rule, the terms "workday" and "holiday" refer to the day to which service payments are credited.

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

Section 3

The following provisions shall apply to extra engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters that confine the exercise of seniority to a particular yard or yards, and extra employees on a common extra list protecting both road and yard service:

- (a) Extra engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters which confine the exercise of seniority to a particular yard or yards, who meet the qualifications provided in paragraph (b) of this Section 3, and extra employees on a common extra list protecting both road and yard service, who meet the qualifications provided in Note 2, paragraph (b) of this Section 3, shall receive one basic day's pay at the pro rata rate on each of the following holidays:

New Year's Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	

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 fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

- (b) To qualify, an extra yard service employee must —
- (1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,
 - (2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,
 - (3) if such employee cannot qualify under Section 3(b)(1) or (b)(2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following the holiday, or perform yard service on any one or more of such days and be so available on the other day or days.

Note 1: For the purpose of Section 3(b)(1), (2) and (3), an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform other service (within that yard) in accordance with rules and practices on the carrier.

Note 2: To qualify, employees on a common extra list protecting both road and yard service, must have compensation credited for yard or hostler service on not less than eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday.

- (c) Deleted.

- (d) Any of the extra yard service employees described in paragraph (a) of this Section 3 who works on any of the holidays listed therein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

Note: 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.

- (e) As used in this Section 3, the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

Note 1: An employee subject to this Section 3 whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra service employee, and (2) he meets the qualifications set forth in paragraph (c) of Section 2 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 three qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

Note 2: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

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

Memorandum Agreement Between Chicago and North Western Railway Company and Brotherhood of Locomotive Engineers (Except L&M and CGW)

The following understandings are reached regarding the application of Article I, Section 2 of the National Agreement of June 25, 1964, effective January 11, 1966:

1. A regularly assigned engineer will not be disqualified for holiday pay or time and one-half under Article I, Section 2 because he is required by the railway company to perform other service on either of the qualifying days or the holiday provided he otherwise qualifies.
2. An extra engineer who works on a local freight assignment covered by Article I, Section 2 will receive time and one-half for working on a holiday but will not in any event qualify for holiday pay.
- 3(a) An engineer who otherwise qualifies under Article I, Section 2 regularly assigned to a through freight assignment operating 100 miles or less per day, which assignment is compensated at way freight rate under the conversion rule on one-half or more of the days the assignment worked during the thirty calendar days preceding the holiday, will not be disqualified for payments under Article I, Section 2 because of his assignment not being bulletined local freight service.

- 3(b) An engineer who otherwise qualifies under Article I, Section 2 regularly assigned to a local freight assignment operating 100 miles or less on certain days and on other days in excess of 100 miles whose assignment on the days worked during the thirty calendar days preceding the holiday worked 100 miles or less on one-half or more of such days, will not be disqualified for payments under Article I, Section 2 because his assignment provided a mileage component determining compensation on certain days.
4. It is understood that where an engineer's assignment is not bulletined to work on the holiday no holiday payment is due him under Article I, Section 2. It is agreed that bulletin rules are not disturbed by this understanding.

Expenses Away From Home — Meals and Lodging
(Article II, June 25, 1964 National Agreement, as amended)

Section 1

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

The provisions of this Section shall be made effective at a date no later than 30 days following the effective date of this Agreement.

Section 2

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1 of this Article II) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$2.00.

(Article VII, May 13, 1971 National Agreement)

1. Effective June 1, 1971 Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover extra men filling temporary vacancies at outlying points subject to the following additional conditions:
- 1(a) The outlying point must be either 30 miles or more from the terminal limits of the location where the extra list from which called is maintained, or 60 miles or more from the reporting point of the extra list from which called.
- 1(b) 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.

Memorandum Agreement Between Chicago and North Western Railway Company and Brotherhood of Locomotive Engineers (Except L&M and CGW)

The following understandings are reached regarding the application of Article II, Section 2 of the National Agreement of June 25, 1964 and will be applied effective January 1, 1966 except as otherwise provided:

1. Engineers who qualify for lodging under provisions of Section 1 of Article II of the June 25, 1964 National Agreement as supplemented by agreement with the Brotherhood of Locomotive Engineers effective April 1, 1964, will also qualify for the \$1.50* meal allowance effective April 1, 1965.
- 2(a) Effective January 1, 1966 an engineer tied up at an away-from-home terminal (other than extra list point) who is paid for deadheading to the extra board point will be considered qualified for the \$1.50* meal allowance if he is required to wait at such point four hours or more before starting his deadhead by whatever means he is instructed to use for deadhead. (Except as provided in paragraph (c) hereof.)
- 2(b) Effective January 1, 1966 an engineer who is paid for deadheading from an extra list point to an outside point (other than extra list point) will be considered qualified for the \$1.50* meal allowance if he is required to wait at such outside point four hours or more before commencing service after his arrival by duly authorized deadhead. (Except as provided in paragraph (c) hereof.)
- 2(c) If an engineer arrives deadhead by automobile at an outside point he will receive no meal allowance at such location on account of arriving four hours or more in advance of the time he is to take up service, under paragraph (b) hereof, or departing four hours or more after completing service, under paragraph (a) hereof.
3. Engineers who qualify for the meal allowance will be entitled to only one such allowance for an entire continuous tie up period of "four hours or more," regardless of how long tied up. This is effective June 25, 1964.
4. These understandings regarding Article II do not modify in any manner the application of schedule rules.

*amended to \$2.00

LODGING

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND THE EMPLOYEES THEREOF REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS (EXCEPT L&M AND CGW) EFFECTIVE APRIL 1, 1965

Section 1

It is agreed that the facilities listed below constitute "suitable lodging" within the meaning of Article II, Section 1 of the June 25, 1964 National Agreement.

No protest will be made concerning such lodging unless supported by actual proof that such lodging has appreciably deteriorated below that furnished by such facility as of the date of this agreement, in which event the matter will be handled in accordance with the procedure outlined in Section 3 hereof.

The listing of specific facilities in the cities enumerated shall not preclude the carrier from substituting comparable or improved facilities in any such city for those listed (listing of facilities omitted).

Section 2

At the lodging facilities provided by the carrier as per Section 1 hereof, engineers will not be required to share a sleeping room with other than a member of the enginemen's craft or a member of their crew, unless agreed to by the individual involved.

Section 3

In any case where the carrier substitutes other lodging for that set forth in Section 1 hereof and the General Chairman of the BLE contends in writing to the Director of Personnel that such substitute lodging is not suitable, a joint check shall be made by a carrier representative and such representative of the BLE as the General Chairman shall designate, within ten days from date of receipt of such notification.

If the parties, after the joint check has been made, are still in disagreement as to the accommodations in question being suitable, every effort will be made by the parties making the check to agree upon other suitable lodging at the point. If, however, no other lodging facilities can be agreed upon within thirty days from date of notification the matter may be referred to the General Chairman for handling with the Director of Personnel who will confer and attempt to agree upon suitable lodging at the point or a money allowance in lieu thereof. If no agreement is reached within sixty days from day of notification the matter may be further progressed in accordance with Article VII of the June 25, 1964 National Agreement.

Section 4

Engineers who maintain their home at the away-from-home terminal of a regular assignment as established by bulletin, who would otherwise qualify for lodging at that point under provisions of the June 25, 1964 National Agreement, will be provided suitable lodging at the home terminal of the assignment but the away-from-home point for the individual engineer involved. If in such circumstances the home terminal of the assignment is not a point where lodging is provided by the carrier, the individual engineer will be allowed \$2.00 in lieu of lodging to offset his lodging expense at the home terminal of the assignment.

Section 5

Engineers in regularly assigned service, including extra men or others substituting for the regular assignee (not including work and wreck train service) will be provided lodging, or an allowance in lieu thereof as provided for herein, when otherwise qualified therefor, under the June 25, 1964 National Agreement, only at the away-from-home terminal of the assignment as established by bulletin, regardless of where they may be tied up four hours or more because of the Hours of Service Law or for other reasons, except as specifically provided in Section 4 hereof.

Section 6

Engineers in pool service or extra unassigned service (not including work and wreck train service) where, under the applicable rules, the carrier is free without penalty to tie up such crews at any point where eating and sleeping accommodations are available, if tied up for four hours or more at points other than those enumerated in Section 1 hereof and other than their home terminal, will be given an allowance in lieu of lodging of \$2.00 for the period of time so tied up.

Section 7

Engineers in work train service, regular or unassigned, tied up for eight hours or more at other than their home terminal (extra board point) at points enumerated in Section 1 hereof will be provided lodging and if at points other than those enumerated in Section 1 hereof will be given an allowance in lieu of lodging of \$2.00 for the period of time tied up.

Engineers in wreck train service will not qualify for lodging or allowance in lieu thereof at the home terminal (extra board point) or at points other than those in Section 1 hereof.

Section 8

Lodging facilities as enumerated in Section 1 hereof will be available to the men qualifying therefor during their entire layover period.

Section 9

If an engineer is tied up four hours or more at a terminal or tie up point as provided for herein but the designated facility at which suitable lodging is provided as outlined in Section 1 hereof has no room available and arrangements for suitable lodging have not been made elsewhere for overflow, qualified engineers will be allowed an equitable allowance of \$2.00 or actual lodging expense, whichever is the greater.

Section 10

Engineers off duty under pay, such as but not limited to their turnaround point, will not be considered "tied up" in the application of Article II, Section 1, of the June 25, 1964 National Agreement. In the application of this Section only, if employees are notified of a second period of release, and the total of the two release periods amounts to four hours or more the employees will be considered qualified for lodging or payment in lieu thereof, as the case may be. In addition, in the application of this Section 10, engineers held at a point four hours or more subsequent to being deadheaded by the company to such point for which they are eligible for pay under the deadhead rule will be considered "tied up" in the application of Article II, Section 1, of the June 25, 1964 National Agreement.

Section 10.5

If an engineer who would otherwise qualify for lodging under this memorandum agreement and the June 25, 1964 National Agreement is called on duty prior to having been tied up four hours and for any reason his train does not depart until more than one hour after the on-duty time, the four hours will be computed to extend to thirty minutes prior to the actual departure time from the terminal. For example, an engineer is tied up at a point for which he could qualify for lodging at 4:00 p.m.; called on duty at 7:45 p.m. and his train departs at 9:15 p.m. For the purpose of this Section the engineer would be considered tied up from 4:00 p.m. until 8:45 p.m., or a tieup of over four hours.

Section 11

Complaints received by the carrier from proprietors of the facilities provided by the carrier regarding alleged misconduct of engineers using such facilities may be handled promptly with the General Chairman, BLE and unless necessary corrective action is taken the engineers may be denied lodging facilities at that point. The proprietors of the facilities enumerated in Section 1 hereof will be notified by the carrier of their prerogative in this regard and that the carrier will not assume any extra lodging expense because of improper conduct of its employees.

SWITCHING
(Article V– Combination Road-Yard, June 25, 1964 National Agreement,
as amended)

The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a common terminal point where a seniority roster for yard ground men is maintained.)

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the carrier seeks to discontinue will be considered, subject to the provisions of Section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in Section 5.

Note: The studies referred to in this Section 1 shall be conducted in the following manner:

Where a carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employees involved, advising the names of the carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study will begin. At anytime prior to the date the study is to begin, the representatives of the employees involved shall advise the carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the carrier. In either event, the 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 1.

2. The provisions of Section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.
3. Road crews may perform any yard service at yards where yard crews are not employed.
4. Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.
5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-

hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.

6. No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated assignments, etc.
7. Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.
8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under Section 7 hereof.
9. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are compensated under the provisions of Section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.
10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of Section 1 of this Article.

**MEMORANDUM AGREEMENT BETWEEN CHICAGO AND NORTH WESTERN
RAILWAY COMPANY AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(EXCEPT L&M AND CGW) AS AMENDED.**

The following understandings are reached regarding the application of Article V of the National Agreement of June 25, 1964 and will be applied effective February 1, 1966:

1. At points where the last yard engine has been discontinued after a ten-day joint study in accordance with Article V road engineers may perform any yard service but will be paid actual time for switching with a minimum of one hour at appropriate pro rata five-day yard engineer's rate, which is the appropriate applicable yard rate at this time.
2. At any yard engine point where yard crews are not assigned to start or terminate during the second 12-hour period (starting 12 hours after the starting time of the first yard engine if more than one employed), engineers may be required to perform any yard service during the second 12-hour period for which they will be compensated by payment of actual time for switching with a minimum of one hour at appropriate pro rata five-day yard engineer's rates.
3. When engineers qualify for additional compensation for switching at points described in paragraphs 1 and 2 hereof, computation of switching time for pay purposes only will be as follows, subject to the provisions of paragraph 4 hereof:
 - 3(a) At initial terminal from time crew required to report as a unit without regard to preparatory time or performance of individual duties until completion of work and train is coupled together ready for road trip.
 - 3(b) At an intermediate point of the assignment engineer will be paid continuous time from the time he cuts his engine off his road train for the purpose of switching until switching is completed; or, in instances where he uses other motive power, time will be computed from the time he takes charge of the other motive power for the purpose of switching until switching is completed and he has again taken charge of his road engine.

- 3(c) At final terminal from time engine arrives at designated switch where final terminal delay begins and/or from time switching commences at any point within the switching limits until engine is placed on designated track.
- 3(d) Computation of switching time as described above in paragraphs 3(a), (b) and (c) is for pay purposes only and this memorandum agreement will not be used as a basis for computing time in determining "average time consumed in switching" under Section 1 of Article V of the June 25, 1964 National Agreement.
- 4. When road overtime accrues or when initial or final terminal delay accrues payments for switching time under this agreement will be in accordance with paragraphs 8 and 9 of Article V.
- 5. Article V of the June 25, 1964 National Agreement and interpretations thereof are modified by this understanding only to the extent specifically provided for herein.

RULE 21

For the purpose of interpretation and application of Deadhead Rule 21 (C&NW Proper Engineers' Schedule), it is agreed as follows:

- (a) Deadheading on passenger trains will be paid at current minimum passenger rate.
- (b) For deadheading on other trains at current minimum through freight rate, or hours on basis of 10 miles per hour, whichever is greater, at deadhead rate for time or miles actually deadheading. If paid hours, time to start at time ordered to depart deadhead.
- (c) The provision in the deadhead rule for engineers being paid a minimum day's pay for the deadhead trip if not used within 24 hours from time starting deadhead will apply at the home or extra board point only where such employee takes a position on the extra board, i.e., it will not apply to employees returning to regular assignment.
- (d) Deadheading on railway company business by bus will be allowed actual railway mileage between the points deadheaded at current minimum freight rate. When deadheading by bus, tickets or other transportation will be provided where possible. If employee deadheading on company business is required to purchase his bus ticket, he will be reimbursed in the same payroll period in which he receives pay for the deadhead trip.
- (e) Employees deadheading on railway's business by automobile will be allowed actual railway mileage between the points deadheaded at minimum freight rate, plus 12 ½ cents per mile for the first 1,000 miles in any month and 10 ½ cents per mile for miles in excess of 1,000 in such month for the expense of the employee's automobile for actual miles via most direct route, if authorized by proper authority of the railway company (Division Superintendent to designate proper authority for this purpose).
- (f) The term "railway mileage" as used herein, refers to the recognized direct railroad mileage via the C&NW and is not affected by past or future discontinuance of train service or abandonment of trackage.
- (g) Employees upon returning deadhead to the extra list point will be required to immediately contact the employee in charge of the extra list and will be placed on the extra list as of the time of their actual arrival as per paragraphs (a), (b), (d), or (e) at the location where the extra list is maintained. Employees placing themselves on the list by calling in prior to arrival at the location where extra list is maintained is prohibited. Any such violations will not subject the railway company to penalty but may result in disciplinary action against the employee.

- (h) Nothing contained herein contemplates compensating employees for deadheading resulting from the exercise of seniority rights.

SETBACK AGREEMENT (OMAHA)

It is hereby agreed by and between the parties hereto that when the time of reporting for duty is set back and engineer so notified prior to calling time, he will not be considered as held within calling limits but will be considered as coming under pay at the time to which set back unless sooner required to report for duty or his assignment is annulled. Engineers may not be set back more than once on any one day or tour of duty.

This agreement shall be effective as of February 1, 1966.

YARD ENGINES (C&NW PROPER) ASSISTING ROAD TRAINS WITHIN SWITCHING LIMITS

It is hereby agreed by and between the parties hereto that engineers required while employed as engineers in yard service to assist (shove or pull) one or more road trains into or out of the yard within the switching limits during their tour of duty will be allowed an arbitrary of one hour at 3/16ths daily classification yard rate for such service. The allowance of one hour will be in lieu of all other claims or penalties for assisting road trains within the switching limits.

The one hour allowance provided for herein will not apply to yard engineers when compensated under provisions of Rule 24, account going outside switching limits.

Effective Date: November 15, 1966

COMBINATION YARD AND TRANSFER SERVICE CHICAGO SWITCHING DISTRICT (C&NW PROPER)

1. Engineers in the Chicago Switching District called for either yard service or transfer service within the starting time bracket for yard assignments may be used in yard or transfer service, or any combination thereof, without penalty.
2. Engineers in the Chicago Switching District called for transfer service outside the starting time bracket for yard assignments shall perform only such switching as may be considered necessary in connection with cars handled in their train.
3. An engineer performing two tours of duty in a 22 ½ to 24 hour period as provided in Rule 22(a), one in yard service and one in transfer service, will be compensated the same as though both tours of duty had been in yard service.

Effective Date: July 1, 1957

INITIAL TERMINAL DELAY — RULE 18 (C&NW PROPER)

It is hereby agreed to and between the parties hereto that the "Note" immediately following the first paragraph of Rule 18(b) reading:

"The phrase 'train leaves the terminal' means when the train actually starts on its road trip from the yard track where the train is first made up."

Is modified to the extent that where additional cars are added to a train at a point in the initial terminal (within the switching district) after train leaves the yard where first made up, the phrase "train leaves the terminal" will mean when the train actually starts on its road trip from the track in the yard where the additional cars are added to the train.

The first paragraph following the above Note is also modified to the extent that where mileage is allowed between the point of reporting for duty and the point of departure from the track in the yard where the additional cars are added to the train, each mile so allowed will extend by 4.8 minutes the period of one hour and fifteen minutes after which initial terminal delay payment begins.

It is understood and agreed that when cars are added to a train at the initial terminal after train leaves the yard track where the train is first made up as outlined herein, no contention will be made that such movement constitutes a violation of Rule 30, Engineers' Schedule, even though the road crew may make a cut in their train or cut off the locomotive to permit the yard engine to place additional cars in their train in proper block.

It is also understood and agreed that this memorandum agreement does not cover the setting out of cars, bad order or otherwise, at the initial terminal.

This memorandum agreement constitutes a modification of the initial terminal delay rule and is not to be considered a concession on the position of the Brotherhood of Locomotive Engineers regarding the interpretation of the initial terminal delay rule.

Effective Date: July 1, 1957

SPLIT VACATIONS

1. Effective with the year 1962*, engineers who have qualified under the provisions of Section 1(b) of the 1949 vacation agreement as amended, for an annual vacation of two weeks with pay, may request permission to take such vacation in two one-week periods, if they so desire.
2. Effective with the year 1962*, engineers who have qualified under the provisions of Section 1(c) of the 1949 vacation agreement as amended, for an annual vacation of three weeks with pay, may request permission 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. The length of the entire vacation will be no greater than the length of vacation the employee is entitled to at the time the first portion of the vacation is taken.
4. Section 6 of the 1949 vacation agreement, amended, provides in part:

"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 vacation."

In applying the principle set forth in Section 6, consideration will be given to only one period of a split vacation in assigning vacation in any class of service. An employee requesting a split vacation will designate which period he desires considered in accordance with the above. After all employees of a particular class have been assigned one vacation period in accordance with the above-quoted principle, the remaining split vacations will be assigned to available unassigned period with due regard to the employee in his seniority order in class of service in which engaged, consistent with requirements of the service.

5. Where an employee has been permitted to take his vacation in two periods and he is paid therefor on the basis of minimum basic days in accordance with Section 2(b) and (c) of the vacation agreement, such payment will be at the rate of the last service rendered prior to the start of each of the two vacation periods.

6. In the application of Section 7(a) of the 1949 vacation agreement, as amended, in order to avoid loss of time by an employee at the end of his first vacation period, the number of vacation days in the first vacation period at the request of the employee may be reduced and adjusted in the second vacation period, and then if necessary to avoid loss of time by the employee at the end of his second vacation period, the number of vacation days in the second vacation period at the request of the employee may be reduced and adjusted in the next year.
- 7(a) When employees 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.
- 7(b) Employees who are granted a split vacation and employees who are called to relieve them shall be responsible for keeping crew dispatchers, timekeepers and any others concerned fully informed of the precise conditions under which the vacation periods are being taken and under which the deadhead trips are made. Time allowances for deadhead trips shall not be made without such supporting data.
8. The railway company will assume no additional expense in granting split vacations as result of this agreement.
9. All provisions of the vacation agreement of April 29, 1949, as amended, and all provisions of understandings in respect thereto are continued in effect and are not changed by this agreement except as specifically provided for herein.

*1966 on M&StL. 1973 on CGW.

VACATION AGREEMENT (as amended)

Section 1(a)

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

In the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Section 1(b)

Each employee, 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 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 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.

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.)

Section 1(c)

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 (1,600) basic days in miles or hours paid for as provided in individual schedules.

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.)

Section 1(d)

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 (3,200) basic days in miles or hours paid for as provided in individual schedules.

In the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Section 1(e)

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.

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.)

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.

Section 1(f)

Not applicable.

Section 1(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.

Section 1(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 to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

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 $\frac{1}{52}$ of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(l)) 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.

APPLICATION OF VACATION AGREEMENT — EXTRA BOARD ENGINEERS (C&NW PROPER)

An engineer whose last compensated service before starting on his scheduled vacation period was off the engineers' list and whose first compensated service subsequent to termination of his scheduled vacation period is to be off the engineers' extra list may upon returning to service report in two hours before termination of his vacation period and be placed on the engineers' extra board so as to be subject to call for service starting at 12:00 midnight or later.

Effective Date: March 28, 1961.

APPLICATION OF RULE 22(m) — VACATIONS (OMAHA)

For vacation periods between January 1 and October 1 the local chairman or organization representative designated by him and the master mechanic or railway company representative designated by him will cooperate in assigning vacation periods on the basis of seniority, such assignments being made on or as soon as possible after the first of each month covering applications that are on file at 8:00 a.m. on the first of each month from engineers who have applied for their vacation period during the following month. For example, only applications of engineers on file as of January 1 would be taken into consideration in assigning vacation periods starting during the month of February. Only applications on file as of February 1 would be taken into consideration in assigning vacation periods starting during the month of March. Only applications on file as of March 1 would be taken into consideration in assigning vacation periods starting during the month of April. Only applications on file as of April 1 would be taken into consideration in assigning vacation periods starting during the month of May. Only applications on file as of May 1 would be taken into consideration in assigning vacation periods starting during the month of June. Only applications on file as of June 1 would be taken into consideration in assigning vacation periods starting during the month of July. Only applications on file as of July 1 would be taken into consideration in assigning vacation periods starting during the month of August. Only applications on file as of August 1 would be taken into consideration in assigning vacation periods starting during the month of September. Vacations during the period October 1 to the end of the year will continue to be assigned in accordance with that part of Rule 22(m), Engineers' Schedule, reading:

"On October 1, Master Mechanic, together with the Local Chairman, will assign vacation periods to all engineers who have qualified therefor who had not previously been relieved for the purpose of vacation allowance between January 1 and October 1, and relief will be furnished in accordance with vacation periods thus designated."

Effective Date: January 1, 1957

APPLICATION OF RULE 26(f) FILLING NEW ASSIGNMENTS (OMAHA)

It is agreed that in the application of that part of BLE Rule 26(f) reading:

"All new runs in road service, other than passenger shall be filled from the engineers' extra list for two days' work, or one round trip. A round trip will be considered as having been completed when an engineer has returned to initial terminal or starting point and ties up."

A round trip may be made up of a service trip in one direction and a deadhead trip in the other direction provided that for the deadhead trip the engineer is compensated a minimum of 100 miles.

SPLIT VACATIONS
(BLE-C&NW Agreement of April 23, 1975)

It is agreed that beginning with the year 1976, engineers will be permitted to split their vacation into weekly segments, if employed at locations where deadhead payments are not involved when the vacation roster is formed. No more than four separate vacation periods may be scheduled in one year.

If after the vacations are assigned, and such engineer is holding an assignment at the time he is scheduled to take his vacation which requires deadheading, the applicable deadheading provisions by extra men are waived. Other provisions relative to vacation splits in accordance with prior agreements are not affected by this waiver.

PHYSICAL EXAMINATIONS
(C&NW Proper, OMAHA and M&StL)

Effective March 15, 1969, the following will govern with respect to physical examinations:

Section (a)

In the event an employee is required by Carrier's instructions to travel to a point away from the home terminal of his assignment for a physical examination, he shall be paid the earnings of his assignment. If no earnings are lost on such days he shall be paid a minimum day for each day involved in going to the point of examination, obtaining same, and returning from such examination.

It is understood that an employee assigned at an outside location, maintaining his residence in the home terminal and examined at the home terminal, or an employee assigned at home terminal, on his off days, will be entitled to pay on the minute basis from the time he reports for the examination until the examination is completed, with a minimum of two (2) hours and a maximum of 8 hours pro rata.

If required to report for examination on other than his off days at his home terminal, the employee will be paid lost earnings. It is understood the employee is only paid in those circumstances where he passes the physical examination and is able to perform service.

Section (b)

An employee held out of service as the result of an examination or re-examination requested by the carrier will, upon request of the employee involved, be promptly furnished with a copy of the examining physician's findings and diagnosis.

Section (c)

When a working employee is held out of service by the company and required to undergo physical examination and it is found in the opinion of the examining physician that he is unable to perform service, if the employee questions that diagnosis he will be privileged to have a physician of his own choosing to examine him. In case of disagreement between his physician and the physician representing the company, they shall select a neutral physician within a reasonable period, not exceeding 15 days from the date the employee is disqualified, and the decision of the majority of the three will be final. The three physicians will examine the employee and render a report of their findings within a reasonable time, not exceeding 15 days after their selection, setting forth the employee's physician condition and their conclusions as to whether he meets the requirements of the Company's physical examination rules. The 15-day periods mentioned above may be extended through mutual agreement between the General Chairman and the Vice President, Labor Relations.

If it is determined by the majority that the employee's conditions did not warrant his being held from service, he will be returned to service and paid for all time lost. The railroad company and the employee involved will each defray the expense of their respective physicians. The fee of the third member of the board, not exceeding \$100 will be borne equally by the employee involved and the railroad company. Other examination expenses, such as X-ray, electrocardiographs, etc., not exceeding \$100, will be borne equally by the employee involved and the railroad company.

Section (d)

Should the decision of the board of physicians be adverse to the employee and he considers that his physical condition has improved sufficiently to justify considering his return to service, a re-examination will be arranged upon request of the employee, or his representative, but not earlier than ninety (90) days after such decision, or oftener thereafter than each ninety (90) days.

Section (e)

If an employee has not been working due to illness or injury, and upon his advising the company that he desires to return to work, and the company holds him out of service to undergo a physical examination, the provisions of (a) through (d) above shall apply. An employee who has been off for a period of 30 days or more will, when required by the carrier, submit himself for a physical examination before returning to work without compensation.

Section (f)

It is further understood that the provisions of this agreement do not apply to annual physical examinations or periodic re-examinations because of chronic conditions where employees are examined more frequently.

RE-EXAMINATION—BOOK OF OPERATING RULES

Re-Examinations. Engineers who are required to take a re-examination on the Book of Operating Rules will be allowed one hour at the rate of last service performed, regardless of the amount of time consumed. They will not be required to lose time on their assignment in taking such re-examination without first having been given an opportunity to take the re-examination during their layover time. The compensation provided for herein will not apply when taking the re-examination while under pay nor will it apply to subsequent examinations account failure to pass, to promotional examinations, nor to voluntary attendance at instruction classes where no written examinations are involved, nor to examinations upon returning to service after an absence for any reason.

Effective Date: March 1, 1969

REGISTER AND TIE-UP TIME — ON AND OFF DUTY POINTS (C&NW PROPER, OMAHA AND CGW)

Engineers in all classes of road service will have a designated point for going on duty and a designated point for going off duty which shall be in close proximity to the welfare facilities.

Engineers in yard and transfer service will report and tie up at one and the same point.

Engineers in road service will report at a recognized location at the start of the tour of duty and at a recognized location at the completion of the tour of duty at terminals.

The changing of the designated points contemplated by the above can only be changed by a 24-hour advance notice in Bulletin form.

ITEM #2

Locomotives will be stationed as close as possible to the on duty point. If and when instances are brought to our attention where engineers are being unduly dealt with by parking locomotives excessive distances from their on and off duty point, an immediate on-the-ground inspection will be made and where necessary immediate corrective action taken. Such correction measure shall be performed by the Local Supervisor and the BLE Local Chairman. This will not restrict main line change-outs or transporting engineers to their locomotive if it is not in the proximity of their on duty point.

ITEM #3

Engineers will not be requested or required to climb over, under or through cars to take charge of their engine or power consist. The same applies in departing the locomotive or power consist in getting back to the welfare site.

ITEM #4

Engineers in all classes of service who are required to deboard their engines at points other than a recognized location referred to in Item #1 will be paid until they arrive at the register station in accordance with applicable Schedule Rules which shall include the time consumed in walking or being transported in carrier auto from points where engine is parked.

Engineers deboarding their engines at the recognized location referred to in Item #1 will be paid in accordance with applicable Schedule Rules until their engine stops at the location where the engine is left by the engineer.

ITEM #5

At all locations where engineers go on and off duty the welfare facilities will have adequate locker rooms, washrooms, toilet facilities, necessary supplies, and will be of sufficient size to meet the needs of the engineers tying up or reporting at that point.

Where electricity is available all such reporting and tieup facilities will be equipped with electric water coolers.

This Memorandum is not intended to and does not modify or change existing schedule rules and agreements, including the Agreement of July 26, 1968, except as specifically set forth herein.

Date: April 20, 1970

It is understood that the Memorandum of Agreement dated April 30, 1970 is not intended to terminate the engineer's tour of duty in those instances where he is required to file an injury or accident report, etc. His compensation will be continued until the required reports are completed.

YARD — FIVE DAY WORK WEEK AGREEMENT (C&NW, CGW, M&StL AND OMAHA)

For the purpose of placing in effect and implementing Article 3, Agreement "A" of the Agreement of May 23, 1952, Five-Day Work Week for Engineers, the following will govern:

- 1(a) A regularly assigned yard engineer whose assignment is annulled may fill vacancies as engineer in yard service on his shift that day, or on succeeding shifts the same day if to use him thereon will not cause him to have less than eight hours rest to work his regularly assignment, at the same terminal ahead of men on the engineers' extra list. To be entitled to

this opportunity the engineer must place himself on the engineers' extra list in advance of calling time for the earliest job on the shift or immediately when notified of the annulment.

- 1(b) Regularly assigned yard engineers whose yard assignments are annulled and who exercise above opportunity (a) will remain assigned to their own job in the application of rules and agreements.
- 1(c) It is understood regularly assigned yard engineers desiring to exercise above opportunity (a) must have eight hours rest before the starting time of the vacancy to be filled.
- 1(d) All shifts worked under 1(a) hereof will be at the pro rata rate.
- 1(e) A regularly assigned yard engineer whose assignment is annulled on a holiday will have no right to work that day, but will be required to work if his services are required by the carrier due to shortage of men. However, if he does not qualify for holiday pay for the holiday, he will be entitled to the privilege outlined in Section 2(a) of this agreement.
- 2(a) Regularly assigned yard engineers who are unable to work five days in the seven day period Sunday through Saturday, through no fault of their own, as a result of the exercise of seniority from one assignment to another, or lacking sufficient seniority to work due to reduction of assignments, will be permitted, on the rest day or rest days of their assignment, to work yard engineer vacancies on their shift ahead of extra men, even if they are junior to extra men, in order to work a total of five days in that seven day period. If unable to work because of insufficient vacancies through no fault of their own, they will be permitted to make up the time in the same manner on subsequent rest days.
- 2(b) In all cases the opportunity of making up time lost must be exercised on the earliest rest day or rest days vacancies occur; otherwise the right is forfeited.
- 2(c) All shifts worked under 2(a) hereof will be at the pro rata rate; except this does not set aside the provisions of Article I, Sections 2 and 3 of the National Agreement dated June 25, 1964 as amended, nor the Memorandum Agreement effective January 11, 1966 which interpreted the June 25, 1964 National Agreement. (Holiday Pay 1 ½ time)
- 2(d) Regularly assigned yard engineers desiring to work their rest days due to loss of time as set forth above, will so inform the railway company representative responsible for the handling of engineers and will also inform the local chairman of the Brotherhood of Locomotive Engineers. Engineers who are marked up in accordance with this item will be placed on the extra board in seniority order relative to other engineers in the same status and ahead of extra engineers but will not be placed ahead of any engineer who has already been called.
- 2(e) Due to the provisions of the above paragraphs (a), (b), (c) and (d), the organization will not progress any time claims from men who allege that the carrier is in violation of the provisions of the National Five-Day Work Week Agreement of May 23, 1952 or this implementing agreement.
- 2(f) Yard engineers who are used at their request under Section 2(a) of this agreement will not be compensated for any deadheading to or from such assignment.
- 3. For the purpose of applying Section 6, Article III, "Extra Employees" of the Five-Day Work Week Agreement, the semi-monthly periods will be from the 1st to the 15th of the month, inclusive, and from the 16th to the last day of the month, inclusive.
- 4. At locations where regular rest day relief assignments are not in existence to afford five days of work per week (either by assignment of rest day relief work only or combination of regular service and regular relief work as covered in Section 3 of Article 3, the Five-Day Work Agreement) and no engineers extra list is maintained at such location, or yard engineers are

not making up time as provided in this agreement, the rest day work will be performed by the regularly assigned engineer at the straight time rate of pay. At such locations where regular rest day relief assignments are in existence and no engineers extra list is maintained at such location, the provisions of the previous sentence will apply to the rest day relief work not covered by the rest day relief assignments. No relief will be required as a result of days worked in excess of five in any work week, in accordance with this Item 4. This item in no way affects engineers requesting or being granted permission to lay off.

5. No deadhead payments will be allowed to engineers as a result of changing assignments to place in effect the provisions of the Five Day Work Week under this implementing agreement.
6. This implementing agreement will not be considered in any way to change the Railway Company's prerogatives in connection with calling men to work when the needs of the service occasion their use.
- 6(a) Men qualified to request service under Section 1(a) or 2(a) of this agreement who do not request such service but are called by the Railway Company for service on their shift because of a shortage of engineers will be considered working under these sections.
- 6(b) Men who are required to perform service by the Railway Company although they do not exercise the opportunity provided them under 1(a) and 2(a) hereof, will not automatically be allowed the pro rata rate as provided in 1(d) and 2(c) hereof and instead their qualification for pro rata rate or penalty rate will be determined under rules and agreements without regard to 1(d) and 2(c) hereof.
- 6(c) Men qualified to make up a day by requesting service under 1(a) or 2(a) hereof, who do not request such service or are not available when called, and do not make up the day will have any applicable guarantee reduced by the equivalent of one day's pay at pro rata rate for each such day.
7. In the event more than one regularly assigned yard engineer requests service on the same day and shift under either Section 1(a) or Section 2(a) of this agreement, they will be called in seniority order.
- 8(a) It is agreed that on the effective date of this implementing agreement CGW District Article 21, Sections 2(a), (b) and (c) are revised to provide as follows:

Section 2(a)

Whenever there is a vacancy on a regular assignment or an additional assignment made, it will be bulletined and remain open for five days except in Oelwein Yard where Section 1(a) will apply.

Section 2(b)

When a yard assignment is annulled for any reason for one day or more, the engineer assigned may, if he so desires, exercise his seniority in any class of service. When regular assignments are discontinued or annulled notice will be given engineers before completing their shifts.

- 8(b) It is agreed that on the effective date of this implementing agreement C&NW District BLE Rule 23 is amended to provide as follows:

YARD ENGINEERS HELD AT OUTLYING POINTS

23. Yard engineers at outlying points or terminals where no extra men are employed will receive pay at the rate of eight hours per day for all time so held. This rule not to apply to two days in each week between 6:00 p.m. Friday and 6:00 a.m. Monday, unless the engineer is notified to be prepared to respond to a call.

Example No. 1

At an outside point or at a terminal where no extra men are employed, a yard engineer, assigned nightly except Saturday and Sunday, is not worked Friday night, but is worked both Saturday and Sunday nights.

Allowance

Eight hours at classification yard rate for Friday night.

9. It is agreed that on the effective date of this implementing agreement C&NW District BLE Rule 38 is amended to provide as follows:

MONTHLY GUARANTEE

38(a) All regularly assigned road engineers will be guaranteed a minimum of twenty-six hundred miles per month. Any time they may lose on their own account will be deducted from the guaranteed mileage at the rate of one hundred miles for each day lost. This rule applies to an extra engineer representing a regularly assigned engineer a full calendar month.

It is, of course, understood that in the month of February, when there are only twenty-four days, engineers will be guaranteed only twenty-four hundred miles, and months when there are twenty-seven days, they will be guaranteed twenty-seven hundred miles.

When a man lays off or is laid off in any one month, the above guarantee will be reduced one hundred miles for each day laying off or laid off.

For example: In a twenty-six working-day month, engineer lays off or is laid off two days, he will be allowed not less than twenty-four hundred miles.

When a man is in regularly assigned road service a part of the month only, guarantee will be reduced 100 miles for each day not in regularly assigned road service.

For example: In a twenty-six working-day month, an engineer is in regularly assigned road service four days and is in extra service or in yard service 22 days. He will be allowed for the four days in regularly assigned road service not less than 400 miles, provided he does not lay off or lose time on his own accord.

Hours worked by an engineer regularly assigned in yard service in excess of the monthly guarantee provided for in Rule 38(b) in a given month will be converted to miles on basis of 12 ½ miles per hour and used to make up any shortage in his road monthly guarantee for that month while regularly assigned in road service, as provided for in Rule 38(a).

For example: An engineer was regularly assigned in road service a part of the month and during the same month was regularly assigned in yard service seven days for which he was guaranteed five days or 40 hours in yard service, but due to having worked overtime, actually worked 48 hours. This eight hours' excess in yard service converted to 100 road miles may be used to make up any shortage in this man's road guarantee for that month.

Road engineers shall be paid minimum rate, according to class of service, for all duty time under this rule.

The following examples will govern application of Rule 38(a):

Example No. 1

Daily assigned service (30-day month), engineer on regularly assigned run with guarantee of 2,600 miles. Run is taken off at 12:01 a.m. on the 16th, engineer having made 1,000 miles from 1st to 15th inclusive. Sundays are 5th, 12th, 19th and 26th.

Allowance

An engineer was in regularly assigned service 15 days he is entitled to 15/30ths of 2,600 miles, or 1,300 miles.

Example No. 2

Regularly assigned service (30-day month), engineer on regularly assigned run making a round trip every three days lays off at 12:01 a.m., on the morning of the 19th, having made 1,300 miles. Sundays are 5th, 12th, 19th and 26th.

Allowance

As engineer was in regularly assigned service 18 days, he is entitled to 18/30ths of 2,600 miles or 1,560 miles.

Example No. 3

Regularly assigned service (28-day month), engineer on regularly assigned run is out of service for a period of 30 days, beginning on the 20th at 12:01 a.m., after having made 1,260 miles. Sundays are 5th, 12th, 19th and 26th.

Allowance

As engineer was in regularly assigned service 19 days, he is entitled to 19/28ths of 2,400 miles, or 1,629 miles.

MONTHLY GUARANTEE, YARD SERVICE

38(b) All regularly assigned engineers in yard service governed by the Five-Day Work Week Agreement will have a monthly guarantee determined by multiplying 8 hours times the number of days assigned to work (not less than an average of five days per week) during the calendar month. When a man lays off or is laid off in any one month, the above guarantee will be reduced 8 hours for each day laying off or laid off. This rule applies to an extra engineer representing a regularly assigned engineer in yard service a full calendar month.

For example: In a 22-working day month (monthly guarantee 176 hours) an engineer lays off or is laid off two days, he will be allowed not less than 160 hours.

Yard engineers shall be paid classification rate, applicable to their assignment for all duty time under this rule.

Miles worked by an engineer regularly assigned in road service in excess of the monthly guarantee provided for in Rule 38(a) will be converted to hours on basis of 12 ½ road miles for each hour of yard service and used to make up the monthly guarantee for regularly assigned yard engineer as provided for in this rule 38(b).

For example: An engineer was regularly assigned in yard service a part of the month and was regularly assigned in road service a part of the month, making 100 miles in excess of his road guarantee as provided in Rule 38(a). this 100 excess miles in road service converted to hours (8 hours) may be used to make up any shortage in this man's yard guarantee for that month.

Example No. 1

Engineer in yard service assigned to work Monday through Friday of each week during 29-day calendar month starting with Wednesday, February 1. There are 21 days during this month that claimant is assigned to work, i.e., daily except Saturday and Sunday there being four Saturdays and four Sundays. The holiday, February 22, being one of the five days of the engineer's work week is considered a work day regardless of the fact that the yard engine on which claimant is working is annulled or that the engine is not assigned to work that day. His guarantee for the month of February would be computed on basis of 168 hours, i.e., 21 working days times 8 hours per day. Compensation paid under Article I of the June 25, 1964 National Agreement as amended will be used to make up the guarantee.

If he laid off of his own accord on one working day, his guarantee would be reduced 8 hours and would then be 160 hours.

Example No. 2

The locomotive engineer in Example No. 1 exercises his seniority in regularly assigned road service effective Monday, February 13. His monthly guarantee in yard service would be computed separately from his road guarantee, i.e., for period February 1 to 12 inclusive, he would be guaranteed 8 hours for each of the eight working days in yard service, or 64 hours, and for remainder of month if regularly assigned in road service, his road monthly guarantee would be computed under provisions of Rule 38(a).

Example No. 3

Engineer regularly assigned to yard service during entire month of March, or 31 calendar days, assigned to work daily except Sunday and Monday. There being four Sundays and four Mondays in the month, his monthly guarantee would be computed on basis of 184 hours, that is, 23 working days times 8 hours. He did not lay off of his own accord or was not laid off, however, on Tuesday, March 6, and Wednesday, March 7, his assignment was annulled. No overtime was worked during the month except four hours on Wednesday, March 21, and four hours on Wednesday, March 28. Including the eight hours overtime worked, this engineer made the equivalent of 176 hours. Overtime paid for at punitive rate is computed as actual time worked.

For example: Four hours overtime is not considered as six hours for purpose of the guarantee. Therefore, eight hours constructive time is due him to make up his 184-hour monthly guarantee.

EXTRA ENGINEERS NO DUTY TIME

38(c) If an extra engineer is kept in the service as such, awaiting his turn for service or assignment, no "duty time" shall be allowed.

NOTE: Rule 38 shall not be construed as to deprive road engineers who make twenty-six hundred miles or more during the month, or deprive yard engineers who make their guarantee from recovering duty time for all time lost, when they have not been given an opportunity to go out in their turn, provided they have not been displaced under other provisions of this agreement, and have had sufficient rest.

10. It is agreed that on the effective date of this implementing agreement C&NW District BLE Rule 39 is amended by adding a note to provide as follows:

NOTE: As a result of adoption of the Five-Day Work Week for engineers in yard service (Article 3, Agreement "A" of the Agreement of 5/23/52) it is agreed that Rule 39 and interpretations thereof are amended relative to extra engineers working on yard assignments, to conform to a work week of five days.

See 1996 Guaranteed Extra Board Agreement.

11. It is agreed that on the effective date of this implementing agreement CStPM&O District Rule 27 is amended to provide as follows:

MONTHLY GUARANTEE (CStPM&O)

- 27(a) Minimum monthly compensation in regularly assigned service other than yard service will be based on a mileage of 2,600 miles per month. If the mileage of a regularly assigned engineer on an assignment in other than yard service is not equivalent to 2,600 miles in any one month, and he has been ready for service, losing no time on his own account, full time equivalent to 2,600 miles at straight time rate will be allowed. This does not apply to engineer on extra list.

When a man is in regularly assigned road service a part of the month only, guarantee will be reduced 100 miles for each day not in regularly assigned road service.

For example: In a twenty-six working day month, an engineer is in regularly assigned road service four days and is in extra service or in yard service twenty-two days. He will be allowed for the four days in regularly assigned road service not less than 400 miles, provided he does not lay off or lose time on his own accord.

Hours worked by an engineer regularly assigned in yard service in excess of the monthly guarantee provided for in Rule 27(a) in a given month will be converted to miles on basis of 12 ½ miles per hour and used to make up any shortage in his road monthly guarantee for that month while regularly assigned in road service, as provided for in Rule 27(a).

For example: An engineer was regularly assigned in road service a part of the month and during the same month was regularly assigned in yard service seven days for which he was guaranteed five days or 40 hours in yard service, but due to having worked overtime, actually worked 48 hours. This eight hours' excess in yard service converted to 100 road miles may be used to make up any shortage in this man's road guarantee for that month.

Road engineers shall be paid minimum rate, according to class of service for all duty time under this rule.

Example No. 1

Daily assigned service (30-day month), engineer on regularly assigned run with guarantee of 2,600 miles. Run is taken off at 12:01 a.m. on the 16th, engineer having made 1,000 miles from 1st to 15th, inclusive. Sundays are 5th, 12th, 19th and 26th.

Allowance

As engineer was in regularly assigned service 15 days, he is entitled to 15/30^{ths} of 2,600 miles, or 1,300 miles, provided he does not lose time on his own account during the month.

- 27(b) All regularly assigned engineers in yard service governed by the Five-Day Work Week Agreement will have a monthly guarantee determined by multiplying 8 hours times the number of days assigned to work during a calendar month if they have been ready for service losing no time on their own account. This rule applies to an extra engineer representing a regularly assigned engineer in yard service a full calendar month. This rule does not apply to an engineer on the extra list.

Yard engineers shall be paid classification rate, applicable to their assignment for all duty time under this rule.

Miles worked by engineers regularly assigned in road service in excess of the monthly guarantee provided for in Rule 27(a) will be converted to miles or hours on basis of 12 ½ road miles equaling one hour of yard service and used to make up the monthly guarantee for regularly assigned yard engineers as provided for this Rule 27(b).

For example: An engineer was regularly assigned in yard service a part of the month and was regularly assigned in road service a part of the month, making 100 miles in excess of his road guarantee as provided in rule 27(a). This 100 excess miles in road service converted to hours (8 hours) may be used to make up any shortage in this man's yard guarantee for that month.

Example No. 1

Engineer in yard service assigned to work Monday through Friday of each week during 29-day calendar month starting with Wednesday, February 1. There are 21 days during this month that claimant is assigned to work, i.e., daily except Saturday and Sunday there being four Saturdays and four Sundays. The holiday, February 22, being one of the five days of the engineer's work week is considered a work day regardless of the fact that the yard engine on which claimant is working is annulled or that the engine is not assigned to work that day. His guarantee for the month of February would be computed on basis of 168 hours, i.e., 21 working days times 8 hours per day. Compensation paid under Article I of the June 25, 1964 National Agreement as amended will be used to make up the guarantee.

Example No. 2

The locomotive engineer in Example No. 1 exercises his seniority in regularly assigned road service effective Monday, February 13. His monthly guarantee in yard service would be computed separately from his road guarantee, i.e., for period February 1 to 12 inclusive, he would be guaranteed 8 hours for each of the eight working days in yard service, or 64 hours, and for remainder of month if regularly assigned in road service, his road monthly guarantee would be computed under provisions of Rule 27(a).

Example No. 3

Engineer regularly assigned to yard service during entire month of March, or 31 calendar days, assigned to work daily except Sunday and Monday. There being four Sundays and four Mondays in the month, his monthly guarantee would be computed on basis of 184 hours, that is 23 working days times 8 hours. He did not lay off or his own accord, however, on Tuesday, March 6, and Wednesday, March 7, his assignment was annulled. No overtime was worked during the month except four hours on Wednesday, March 21, and four hours on Wednesday, March 28. Including the eight hours overtime worked, this engineer made the equivalent of 176 hours. Overtime paid for at punitive rate is computed as actual time worked.

For example: Four hours overtime is not considered as six hours for purpose of the guarantee. Therefore, eight hours constructive time is due him to make up his 184-hour monthly guarantee.

27(c) For the purpose of this rule, every engineer who is not on the extra list, but is subject to the will and call of the Railway Company, is a regularly assigned engineer until he is placed on the extra list or relieved from the obligation to respond to call, whether such relief be at the will of the Railway Company or at his own request.

12. It is agreed that local agreements previously in effect at various yards on this carrier in the territory covered by this agreement, implementing Article VII of the BLE National Agreement of July 1, 1957 are cancelled on the date this agreement becomes effective.

13. Any schedule rules, agreements, understandings or practices inconsistent with the operation of yard service covered by this agreement on a Five Day Week basis as outlined herein and in Article 3 are hereby amended to the extent necessary so that they will be consistent with application of these agreements on a straight time Five Day basis.
14. Section 7 of Article 3, Five Day Work Week of the National Agreement of May 23, 1952 pertaining to the April 29, 1949 Vacation Agreement, will be applied as amended.

#2 ENGINEERS EXTRA BOARD (C&NW, OMAHA, M&StL AND CGW)

It is agreed that at all locations on the C&NW, CStPM&O, M&StL and CGW Districts where an engineers' extra board is maintained, that extra board will be known as Section 1 of the Engineer's Extra board. At such locations it is agreed that another section of the engineer's extra board will be established and will be known as Section 2 of the Engineers' Extra Board.

Section No. 1 of the Extra Board will operate the same as presently under existing rules and agreements however, in the event Section 1 of the Extra Board is exhausted, men listed on Section 2 who are eligible for call in accordance with this agreement, will be called in turn for vacancies which would otherwise have been filled from Section 1.

Any engineer in service in the territory protected by Section 1 of the Extra Board except those in pool service will be eligible to place himself on Section 2 of that Extra Board provided he notifies the caller after completion of service on his last tour of duty before the layover period.

NOTE: It is understood that after an extra engineer on Section 1 of the extra board has worked eleven straight time shifts in yard and or hostling service in a semi-monthly period he may place himself on Section No. 2 of the engineer's extra board in order to make himself available for additional yard service shifts in the semi-monthly period.

Engineers will be listed on section 2 of the Engineer's Extra Board in the order they report to that board and will be called for service in that order.

To be eligible for call in turn from Section 2 of the Engineer's Extra Board, an engineer must be fully rested for service and it must be reasonably expected that he will be able to complete the tour of duty in sufficient time to be fully rested for service on the next tour of duty on his assignment if he holds a regular assignment.

Men called for Section 2 of the Engineer's Extra Board will be compensated the same as extra engineer called from Section 1 of the Extra Board would have been compensated if used on the vacancy, except the first eight hours of each shift worked from Section 2 of the Engineer's Extra Board in yard service will be paid for the pro rata rate.

The Railway Company will not be required to call men listed on Section 2 of the Extra Board in turn for vacancies if a deadhead trip would be necessary to fill the vacancy.

This agreement will in no way affect the Railway Company's prerogative in setting up or setting back engineers in accordance with schedule rules as in the past.

It is further agreed that Item 2(a) of the Memorandum Agreement implementing the Five Day Work Week will also be applied to yard engineers who are unable to work five days in a seven day period Sunday through Saturday as a result of personal illness and it is understood no more than two make up days may be credited to one man at a given time and any such days lost in excess of two will be dropped.

Brotherhood of Locomotive Engineers rules, agreements, interpretations or practices inconsistent with this agreement are hereby amended to the extent necessary to conform with this agreement.

**MEMORANDUM OF AGREEMENT BETWEEN THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS AND THE CHICAGO AND NORTH WESTERN RAILWAY
COMPANY CONCERNING ADJUSTMENT OF MONTHLY EARNINGS ALLOWANCE
OF YARD SERVICE ENGINEERS WHO WORKED A SIX OR SEVEN DAY YARD
ASSIGNMENT DURING THE TEST PERIOD.**

1. In determining compensation earned in a current month for purpose of determining if any adjustment is due toward "monthly allowance" under Section 3(a) of the Merger Agreement of July 26, 1968 in territory where the work week of locomotive engineers in yard service has been reduced in accordance with the election provided in Article 3 of Agreement "A" of the National Agreement of May 23, 1952, as amended, it is understood that the Carrier may apply a work week transition factor by adding an amount equal to 17 percent of the current yard engineer's five day yard rate to the compensation actually paid for each tour of duty performed by a locomotive engineer in yard service, except that such transition factor will not be applied in the following circumstances:
 - (a) When 50% or more of the tours of duty used in determining the locomotive engineer's "average monthly compensation" in the test period were in five days per week yard service established by National rule, schedule rule or practice on the property on which employed, or
 - (b) When the locomotive engineer is a member of an engineer's extra list and 50% or more of the assignments protected by him in the calendar month of claim are compensated at the road rate of pay, or
 - (c) When 50% or more of the tours of duty used in determining the locomotive engineer's "average monthly compensation" in the test period were paid at a road rate of pay and in the application of the Agreement of July 26, 1968 such engineer is unable to obtain a position other than a five day per week yard engineer's assignment, or
 - (d) When 50% or more of the tours of duty used in determining the employee's "average monthly compensation" in the test period was earned in service subject to the scope of a schedule agreement under which the Five Day Work Week was effective, or
 - (e) When in a current work week the engineer works 6 or 7 days in yard service.
2. Time Lost on Account of Voluntary Absences (effective August 1, 1968)
 - (a) In the determination of the amounts to be credited to a regularly assigned or pool engine service employee, under that portion of Article 3(a) of the Agreement of July 26, 1968, reading "... less compensation for any time lost on account of voluntary absences or absences from service account of injury, sickness, disability or discipline to the extent that he is not available for service equivalent to his average monthly time paid for during the test period, ...", the Carrier will deduct from such employee's average monthly earnings allowance and average time paid for, the compensation and time paid for of any trip or tour that would have accrued to him had he not been absent from duty during a particular calendar month for which he alleges payment is due under said Article 3(a), providing such employee has not performed compensated service equivalent to his "average time paid for" during the base period.

- (b) In the determination of the amounts to be credited to an extra or unassigned engine service employee under that portion of aforesaid Article 3(a) reading "... less compensation for any time lost on account of voluntary absences or absences from service account of injury, sickness, disability or discipline to the extent that he is not available for service equivalent to his average monthly time paid during the test period . . .", the Carrier will deduct from such employee's monthly earnings allowance and average monthly time paid for, for each 24 hour period or portion thereof, beginning with the time he lays off or is entitled to displacement rights compensation equal to 1.2 days at the basic rate of the service last performed and 9 hours average time paid for, providing such employee has not performed compensated service equivalent to his "average time paid for" during the base period.
- (c) When an engine service employee is voluntarily absent from duty during an entire calendar month, he will not be entitled to any compensation under the provisions of Article 3 of the Agreement of July 26, 1968.

QUESTIONS AND ANSWERS

Question:

Engineer "A" completes the five days of his work week and in addition works an additional tour of duty during such work week, either on one of the work days or one of the days off. To what extent is the transition factor applied in these circumstances?

Answer:

There is not transition factor applied during any of the days of that particular work week.

Question:

Engineer "B" completes the five days of his work week and in addition is called for an additional tour of duty on one of his work days or days off under the applicable rules of the agreement. He does not respond to the call, however, and does not perform the additional service. To what extent is the transition factor applied in these circumstances and what, if any, amount is charged him for unavailability?

Answer:

He is charged for the earnings lost by him account his unavailability for the 6th tour of duty, however, the transition factor is not applied to any of the days in that particular work week.

Question:

Engineer "C" has an "average monthly compensation" of \$1,000; the current applicable five-day yard rate is \$33.77. He worked 22 straight time yard days during the calendar month in which he made claim for guarantee and did not lose any days from his assignment because of voluntary absences, nor are there any other circumstances present which would affect the application of the work week transition factor.

Answer:

\$33.77 (Applicable 5-day Yard Rate)

X .17 (Transition Factor)

\$ 5.74 (Transition Rate Per Day)

\$126.28 (Monthly Transition Factor—Money Amount \$5.74 x 22 days)

+742.94 (Actual Monthly Earnings—\$33.77 Per Day x 22 days)

\$869.22 (Total Compensation to be Applied Against Average Monthly Compensation.)

\$1,000.00 (Average Monthly Compensation)
- 869.22 (Total Compensation to be Applied Against Monthly Guarantee)
\$ 130.78 (Payment Due)

**MEMORANDUM OF AGREEMENT BETWEEN THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS AND THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY CONCERNING COMPENSATION FOR SERVICE ON
SECTION 2 OF THE ENGINEERS' EXTRA BOARD, ADJUSTMENT OF MONTHLY
EARNINGS ALLOWANCE OF YARD SERVICE ENGINEERS WITH REGARD TO
SECTION 2 OF THE ENGINEERS' EXTRA BOARD AND APPLICATION OF THE
TRANSITION FACTOR AGREEMENT**

- A. 1. It is agreed that on the date of this agreement becomes effective the following provision of the agreement of June 12, 1969 establishing Section 2 of Engineers' Extra Board (C&NWT, CS&PM&O and M&STL Districts) and same provision of agreement of April 1, 1970 establishing Section 2 of Engineers' Extra Board (CGW District):

"Men called from Section 2 of the Engineers' Extra Board will be compensated the same as extra engineer called from Section 1 of the Extra Board would have been compensated if used on the vacancy, except the first eight hours of each shift worked from Section 2 of the Engineers' Extra Board in yard service will be paid for at the pro rata rate."

Is cancelled, and thereafter engineers who place themselves on Section 2 board will be paid for service performed off that board the same as extra engineer called from Section 1 of the extra board would have been compensated, that is, either at the pro rata rate or at rate and one-half as provided in applicable BLE Schedule Rules. However, in computing "earnings lost" as a result of engineer not placing himself on the Section 2 board as provided in Item A.2. of this agreement only pro rata rate will be used regardless of the fact he might have been paid at rate and one-half if he had performed service.

- A.2. Earnings lost (computed at pro rata rate as provided in Item A.1. (above) as a result of an engineer not placing himself on Section 2 of the engineers' extra board will be used to offset the monthly earnings allowance to the extent necessary to make up his test period average monthly hours as set forth herein.

Example No. 1

An engineer during the 12-month test period has 250 average monthly hours. In the current month this engineer works 250 hours. No loss of earnings due to not taking Section 2 of the engineers' extra board may be used to offset the monthly earnings allowance in current month; nor will a transition factor be applied.

Example No. 2

An engineer during the 12-month test period has 250 average monthly hours. In the current month this engineer works 240 hours. The engineer could have worked an additional 25 hours if he had placed himself on Section 2 of the engineers' extra board. In these circumstances claim for monthly earnings allowance and average monthly hours may be offset by 10 hours; however, such offset, if applied, precludes application of the transition factor.

Example No. 3

During a work week an engineer works five days on a yard engine and loses a day trip on a rest day due to not taking Section 2 of the engineers' extra board. If the engineer is charged with the lost earnings on the day or trip in computing his monthly earnings allowance the "transition factor" will not be applied to any of the days in that calendar week.

- B.1. The parties agree that citation of the No. 2 Board to offset monthly earnings allowance claims is applicable solely to prior rights engineers employed at points where an engineers' extra board is maintained. Former CGW, Omaha and M&StL engineers may not have their MEA offset for failure to place on a C&NW engineers' No. 2 Board, and vice versa, however, should an engineer of his own volition place in a zone other than his prior rights zone his obligation to the No. 2 Board will be the same as a symbol engineer of the zone involved.
- B.2. To clarify application of the transition factor in instances where a senior engineer files claim for wage adjustment and carrier forces seek to offset claim by citing earnings of a junior engineer, the parties agree that when:
- (a) The senior engineer is employed in yard service and the junior engineer in road service, the transition factor will not be applied.
 - (b) The senior engineer is employed in yard service and the junior engineer in road service, the earnings of the junior engineer may be combined with transition factor which would have been applicable to the senior engineer had he worked the position of the junior engineer to offset claim of the senior engineer provided there are no exceptions applicable to the senior man.
 - (c) Both the senior and junior engineer are employed in yard service, only the transition factor applicable to the senior man will be used.
- B.3. It is understood that the provisions of this agreement do not set aside the provisions of Article 3(a) and 9(d) of the BLE-C&NW Merger Protective Agreement.
- B.4. The parties further agree that solely for the purpose of applying the transition factor a work week is defined as: A period of seven days reckoned from Sunday through Saturday. It is understood that a work week as defined above applies to both regular and extra engineers.
- B.5. The parties hereto specifically recognize that other than as provided in Item A.1. above, the provisions of this agreement have no effect on the application of any schedule rule or agreement or the rights of the parties relative to the handling of men, except as it relates solely to the application of the transition factor to engineers in connection with the computation of the Monthly Earnings Allowances under the CGW Merger Protective Agreement of July 26, 1968 where the No. 2 extra board is involved.

Effective Date: May 16, 1973

SWITCHING LIMITS **(Article II, May 13, 1971 National Agreement)**

Article 7 — Changing switching limits of the May 23, 1952 Agreement is hereby amended to read as follows:

- (a) 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, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within sixty days following the date of the last conference. The carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General

Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration. The decision of the Arbitration Board will be made within 30 days after the Board is created, unless the parties agree at anytime upon an extension of this period. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon 7 days notice by the carrier.

- (b) This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.
- (c) This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

ROAD/YARD MOVEMENTS **(Article V, May 13, 1971 National Agreement)**

1. A road freight engine crew may be required to perform the following work in connection with its own train at points where yard crews or hostlers are employed:
 - (a) After picking up train and commencing outbound trip, may make an additional pick up of cars within the limits of its initial terminal.
 - (b) Set out cars at one location within the limits of its final terminal in addition to the final yarding of its train.
 - (c) Make one pick up and/or set out at each intermediate point between the limits of the crew's initial and final terminals.
 - (d) All movements referred to in paragraphs (a), (b) and (c) above, including picking up train to commence outbound trip at initial terminal and final yarding of train at final terminal shall be confined to straight pick ups and set outs not involving the handling of cars not in its train or to be placed in its train, and the minimum number of tracks will be used provided that the carrier shall have the right to select the tracks used, and provided further that where it is necessary to use more than one such track to hold the cars it is not required that any track be filled to capacity.

NOTE: For purposes of this rule, the crew's initial and final terminal shall be the recognized terminals established by agreement or practice, and locations shall be those embraced within the confines of the established and recognized switching limits of such terminals.

- (e) Set out defective or bad order cars in its own train.
- (f) Handle engine and caboose in connection with its own train as follows:

Initial Terminal: Take charge of its engine (units) to be used in its train at the engine house or ready track and handle the engine (units) (including all units connected to the operating unit or units) to the departure track; handle its caboose car and connect it to its own train, except that the crew will not be required to switch out its caboose from the caboose or lay-up track.

Final Terminal: Handle a caboose of its own train to the caboose or lay-up track and/or couple its own caboose to another outbound train; deliver all units connected to the operating unit or units to the engine house facilities or lay-up track.

NOTE: The foregoing provisions of this subsection (f) shall not be construed to change existing rules covering the preparation of laying up of locomotives.

(g) Exchange engine and caboose of its own train.

2. Work that may be required of a road freight engine crew under paragraph 1 above, may include the performance of interchange movements as specifically set forth below:

(a) Receive its over-the-road train from a connecting carrier or deliver its over-the-road train to a connecting carrier with or without the motive power and/or caboose, provided such train is a solid train and moves from one carrier to another intact, and further provided, that such movements are confined to tracks on which the carrier now has the right to operate with road, yard or transfer engine crews. The acceptance of a solid train from a connecting carrier shall be considered a pick up, either the original pick up to commence outbound trip or the additional pick up, as provided for under paragraph 1(a) of this Article V. A road freight engine crew performing interchange movements may only deliver its over-the-road train to the connecting carrier, and shall not be required to make any set outs at its final terminal.

NOTE: This provision does not preclude the carrier from making such interchange movements over tracks of another carrier on which it may acquire rights to operate in the future, nor does it preclude the employees from opposing the granting of such rights.

(b) When a road freight engine crew engaged in a solid train movement referred to in (a) above is not required to receive its motive power at its on-duty point, or deliver same to its off-duty point, the carrier shall authorized and provide suitable transportation for the engine crew from its on, or to its off-duty point.

NOTE: Suitable transportation includes carrier owned or provided passenger carrying motor vehicles or a taxi, but excludes other forms of public transportation.

(c) Crews engaged in solid train movements referred to in paragraph (a) above will not have their on or off-duty points changed by reason of such movements, except by agreement.

3. Except as may be provided for in this Article V, road engine crews will not be required to perform work on tracks of another carrier where road and/or yard crews do not now have the right to do so.

NOTE: This provision does not preclude the carrier from acquiring the right to perform work on the connecting railroad with road and/or yard crews, nor does it preclude the employees from opposing the granting of such rights.

4. When work is performed by a road freight engine crew, as provided in paragraphs 1 and 2 above, such work shall be considered as part of its road trip, and additional compensation for such work shall not be paid under either road, yard or hostling rules or regulations. Provided further, however, that rules or regulations which now provide for payments to road crews for performing work in excess of, or other than that enumerated herein, will not be affected by the provisions of this Article V.

NOTE: Rules or regulations not affected include, but are not limited to, initial and final terminal delay rules and conversion rules.

5. When a road crew performs work as provided herein, neither yard engine crews nor hostlers shall be entitled to any penalty pay or other compensation. There will be no change in work performed or in the compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.

6. The foregoing provisions of this Article are not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement.

(Sections 7 and 8 deleted. Amended by BLE-C&NW Agreement of July 28, 1971.)

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS CONCERNING INTERSENIORITY DISTRICT-INTERZONE RUNS

In keeping with the provisions of Article VIII of the May 13, 1971 National Agreement and amendment thereto of July 29, 1971, it is agreed that the following working conditions will apply to the operation of interseniority district-interzone runs for which letters of intent have been or will be served by the railway company in accordance with the agreement of July 29, 1971.

1. All runs will be established, regularly assigned and governed in conformity with BLE Schedule Rules, except as otherwise herein provided.
2. All miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) miles or less.
3. *
- 4(a) The mileages agreed to for assignments operated under this agreement will be paid regardless if initial or final terminal delay is paid.
5. An engineer tied up at a point en route for any reason will be either transported to the point where they normally go on and off duty at a terminal of their assignment or, if relieved under pay and held at the point en route for four hours or more, will be provided single occupancy suitable lodging at the point en route. If transportation is available at such point en route and if the distance to the lodging is in excess of one-half mile from tie-up point the engineer will be provided transportation to and from the lodging.

NOTE 1: Available as used here also means availability of a carrier officer in the vicinity.

NOTE 2: The provisions of this Item 5 in no way negate the provisions of BLE Schedule Rule 37.

*Item 3 not reproduced here as such item relates solely to the designation of trains and terminals involved in the initial application of this agreement.

- 6(a) Single occupancy lodging shall be provided at away from home terminals. Suitable transportation will be provided when distance is in excess of one-half mile from tie-up point, it being understood that suitable transportation includes carrier owned or provided passenger carrying motor vehicles, taxis, or airplanes, but excludes other forms of public transportation.
- 6(b) Engineers required to wait beyond 20 minutes from tie-up time to departure of vehicle in transportation the engineer in a non-interrupted movement to lodging at the away-from-home terminal will be paid an arbitrary allowance of 30 minutes at pro rata classification rate independent of trip time. Picking up other crew members will not be considered as interrupting movement as long as the pickup is accomplished without delay.
7. Vacancies on assignments in the service established by this agreement will be filled by the extra board of the zone from which the job is manned, except that vacancies created by employees from one zone at the extra board point for employees of the other zone may be filled from the extra board where created. The extra man so used will not be used in any other service but will be deadheaded to his home terminal unless a vacancy is open for an engineer of a crew of his assigned zone on these assigned runs.

- 8(a) Any investigation to be held requiring attendance of an engineer operating under this agreement will be held at the home terminal of the engineer involved. In the event more than one engineer is involved, each having a different home terminal, the location of the investigation will be determined by the Division Manager.
- 8(b) Engineers operating under this agreement who are required to attend investigations at other than the home terminal of their assignment will be provided (1) meal allowance in accordance with the June 25, 1964 agreement as amended; (2) suitable lodging in accordance with the June 25, 1964 agreement when utilized by the engineer. Where the employee is eligible and desires to make use of the lodging suitable transportation to and from the lodging facility will be furnished where the distance is in excess of one-half mile, it being understood that suitable transportation includes carrier owned or provided passenger carrying motor vehicles, taxis, or airplanes but excludes other forms of public transportation; (3) deadhead payment for actual mileage required to deadhead to and from the point where the investigation is held.
9. Radio-equipped locomotives will be used in this service.
10. Engineers covered by this agreement will upon arrival at the away from home terminal of their assignment be placed in the status of pool engineers and for the return trip to their home terminal will be used out of the away from home terminal first-in first-out. If held at the away from home terminal longer than 16 hours they will be entitled to held away from home terminal payments in accordance with BLE Rule 35. They will not be used out of the away from home terminal on trains not operated under this agreement. On departure from the away from home terminal they are returned to the status of regular assigned service.
11. If the engineer does not exercise his option to eat during his trip of tour of duty he will be paid \$1.50. A delay en route caused by meals negate this payment. To qualify for this payment an engineer must be on duty more than four hours.
12. Engineers, including extra engineers called for or assigned to operate runs established by this agreement, will be furnished a qualified engineer pilot in territory in which he is not qualified for a minimum of four trips.

Effective Date: April 17, 1972. Amended by 1986 and 1991 N.A.

EMPLOYEE PROTECTION (BLE-C&NW Agreement of July 29, 1971)

The following will apply in lieu of Sections 6 and 7 of Article IV, INTERCHANGE SERVICE — YARD, BELT LINE AND TRANSFER CREWS, Sections 7 and 8 of Article V, ROAD/YARD MOVEMENTS, and in the application of Article VIII, INTERSENIORITY DISTRICT — INTERZONE RUNS, effective July 22, 1971:

1. Every employee in service as of July 22, 1971 who is a "protected employee" under Article 2(a) of the Agreement of July 26, 1968 for Protection of Employees represented by the Brotherhood of Locomotive Engineers and who is adversely affected either directly or indirectly as a result of the application of the Articles of this Agreement titled INTERCHANGE SERVICE, ROAD/YARD MOVEMENTS and INTERSENIORITY DISTRICT RUNS, shall continue to be entitled to all the benefits of the July 26, 1968 Agreement, including but not limited to Article 3, Monthly Earnings Allowance, and Article II, Relocation Expense.
2. Every employee in service as of July 22, 1971 other than those referred to in Paragraph 1 of this Article, who is deprived of employment as the direct or indirect application of the Articles of this Agreement titled INTERCHANGE SERVICE and ROAD/YARD MOVEMENTS, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement

of May 21, 1936, except that the 60% of the average monthly compensation will be changed to 100% (less earnings in outside employment) and be extended to provide periods of payment equivalent to length of service not to exceed 5 years, and to provide further that allowances in Section 7(a) be increased by subsequent general wage increases.

- 3(a) Every employee in service as of July 22, 1971 who (1) acquired seniority under an agreement with the Brotherhood of Locomotive Engineers prior to July 27, 1968, but who is not a "protected employee" under Article 2(a) of the Agreement of July 26, 1968 for Protection of Employees represented by the Brotherhood of Locomotive Engineers acquired seniority under an agreement with the Brotherhood of Locomotive Engineers between July 27, 1968 and June 30, 1970, both dates inclusive and who is adversely affected either directly or indirectly as a result of the application of the Article of this Agreement titled INTERSENIORITY DISTRICT RUNS shall receive a monthly earnings allowance computed in accordance with the provisions of Article 3, Monthly Earnings Allowance of the Agreement of July 26, 1968 for Protection of Employees represented by the Brotherhood of Locomotive Engineers except that the "test period" will be the last 12 months in which he performed compensated service immediately preceding the calendar month in which the carrier commences operation of the interseniority district run which resulted in such adverse effect.
- 3(b) Every employee in service as of July 22, 1971 who acquired seniority on July 1, 1970 or later, under an agreement between the Brotherhood of Locomotive Engineers and the Chicago and North Western Railway Company, and who is adversely affected either directly or indirectly as a result of the application of the Article of this Agreement titled INTERSENIORITY DISTRICT RUNS shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement of May 21, 1936, except that for the purpose of this Agreement Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and the allowances in Section 6 and 7 will be increased by subsequent general wage increases.
- 3(c) In addition, any employee entitled to benefits under paragraphs 3(a) or (b) of this Section who is required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

NATIONAL MEDIATION CASE A-9724

Effective June 1, 1975

- I. All Schedule rules and agreement or practices, requiring the payment of additional compensation or penalty when engineers are required to perform necessary services to turn engine or engines on a wye or turntable, are hereby cancelled.
- IIA. When there is a shortage of engineers, engineers holding a displacement privilege with either:
 - 1. Exercise the privilege within 48 hours from the time notified of the displacement privilege, or
 - 2. Mark up on the engineers' extra board within 48 hours from the time notified of the displacement privilege, in which case he will be free to use the displacement privilege within 10 days of the date notified of displacement privilege or will forfeit the privilege.

NOTE 1: The 48 hour period provided for in this rule is extended by what travel time is necessary to reach the home terminal (extra board point).

NOTE 2: In the event an engineer is informed during the 48 hour period that no shortage of engineers exists and he is not required to mark up on the engineers extra board, but a shortage develops before expiration of the 10 days in which he may exercise his displacement, he may be called and required to immediately mark up on the engineers extra board or exercise his displacement privilege)

NOTE 3: The above procedure will not be used to cause an imbalance of engineers on the engineers' extra board.

(Amended by 1996 N.A.)

III.A. It is hereby agreed that an employee under charges and his representative, may request permission of the Division Manager or his representative to waive formal investigation and accept the assessment of discipline by fully completing Form _____, and the investigation will be waived provided the Division Manager grants such request and signs Form _____.

It is definitely understood that:

1. This procedure is wholly voluntary on behalf of the individual under charges and his representative.
2. Any increase in cases involving the local assessment of discipline or minor infractions as a result of this agreement will be grounds for cancellation of this agreement; cancellation may be effectuated on a system basis or on an individual operating division basis.
3. No mention or record of the possibility of waiver of investigation prior to investigation under this agreement will be recorded or cited by either party in subsequent handling of the case in the event the investigation is not waived.
4. Copy of the completed waiver of investigation will be furnished the employee, his local representative and BLE General Chairman.
5. The procedure provided for in this agreement is established on a 7 month trial basis. The 7 month period will start June 1, 1975 and will terminate as of December 31, 1975, unless extended for an additional year by agreement between the parties.

(Not in effect.)

IV.A. The parties agree that the prior rights districts and zones within such prior rights districts in evidence prior to the BLE-C&NW Merger Agreement of July 28, 1968 are re-established as working districts as of the effective date of this agreement. Promotion, demotion and assignment of engineers within such zones and districts will be independent of promotion, demotion and assignment of engineers in other zones or districts within a Consolidated Seniority District except as otherwise provided herein.

1. The revised districts referred to in Article XII of this agreement will be recognized working districts under this Article IV.
2. The territory subject to manning from the Kansas City Engineer's Extra Board established by Article XI of this agreement will be the recognized working district under this Article IV and the senior demoted engineer working in that territory will be subject to setup in turn in the event there are insufficient applicants for that engineer's board.
3. The territory subject to manning from the Central Consolidated District Engineers' Extra Board at the Twin Cities established by Article X of this agreement will be the recognized working district under this Article IV and the senior demoted engineers who are unprotected under the BLE-C&NW Merger Agreement of July 28, 1968, working on

any of the districts in that territory will be subject to setup in turn to that extra board in the same manner they were previously subject to set up in turn to the separate engineer's extra boards in the event there are insufficient applicants for that engineer's board.

4. The service on which vacancies are filled by the combined Boone extra board established by Article VIII of this agreement will be the recognized working district under this Article IV and the senior demoted engineers who are unprotected under the BLE-C&NW Merger Agreement of July 28, 1968 working in such service will be subject to setup in turn to that extra board in the event there are insufficient applicants for that engineer's board.

IV.B. If an engineer is required to take a place on an engineers working list under B hereof at a location where the carrier provides lodging in a designated lodging facility, the engineer so required will be provided lodging. If there is evidence that the employees are sharpshooting, to take advantage of this provision, the parties will abolish this unlimited protection and substitute in lieu thereof on the working district a 60 day maximum.

IV.C. The provisions of this Article IV are without prejudice to the position of either party as to proper procedures for promotion and demotion from July 28, 1968 until the effective date of this agreement.

NATIONAL MEDIATION CASE A-9724 REVISION OF ARTICLE IV B

December 10, 1975

Mr. E. E. Blakeslee
327 South LaSalle Street
Chicago, Illinois 60604

Reference: C&NWT File No. 69-16-94-3

Dear Mr. Blakeslee:

Please refer to previous discussion concerning our request to amend Article IV B of the BLE Mediation Agreement of May 23, 1975.

With your concurrence by signing one copy of this letter and returning to me, it is agreed that effective this date Article IV B will be revised as follows:

- B. If all demoted engineers in a working district have been returned to the engineer's list, and no applications are received from any qualified engineers on other portions of the Consolidated Seniority District and it is found that additional engineers are still needed in that working district, the senior demoted engineers at the nearest point of supply on another working district, will be required to take a place on an engineers working list in their Consolidated Seniority District or take assignment as engineer in the working district where the shortage exists, it being understood that they shall be promptly notified if (1) a junior engineer is set up on his selected working district or (2) a senior engineer is set back and takes a position as fireman or hostler on his selected district, at which time forced engineers may exercise their option to return to their selected district provided that when notified, the engineers in situations (1) and (2) do not exercise their option as set forth herein. If the forced engineer exercises his option to return to his selected working district and the employees found in situation (1) and (2) do not exercise their option to place as engineer on an engineer's working list on another working district the change in positions shall take place no later than five days after the option is exercised. If the men in situations (1) and (2) exercise their option, the

option of the forced engineer will be eliminated until either of the two situations again occur. Failure of forced engineers to exercise their option to return will terminate their entitlement to such notice thereafter and they will not thereafter be entitled to lodging under Article IV C of the BLE Memorandum Agreement dated May 23, 1975. They may, however, exercise displacement rights obtained under rules and agreements to any working district as engineer and may apply and be assigned for advertised engineer vacancies on any working district. They shall also be released to exercise displacement rights on their consolidated seniority district when their service as engineer is not required in the working district to which they were forced.

1. The "nearest point of supply" will be based on railway mileage via the recognized direct railroad mileage via C&NWT, and is not affected by past or future discontinuance of train service or abandonment of trackage.
2. The provisions of this agreement do not permit forcing engineers to points outside the confines of their Consolidated Seniority District.

Yours truly,

/s/ M. Humphrey
Director of Labor Relations
(Operating)

I CONCUR:

/s/ E. E. Blakeslee
General Chairman – BLE

Date: January 21, 1976

- V. In resolvment of the BLE Notice of November 27, 1974 which sought to restore compensatory balance among operating crew members, the parties agree to the following:
- A. An engineer employed in freight or yard service with a reduced ground crew will be allowed a differential of \$10.75 per basic day and 10.75 cents per mile for miles in excess of 100 miles in freight service.
 - B. The differential established by this agreement will be maintained in all future wage increases.
 - C. When the differential established by this agreement is allowed, the additional payment of \$4 for operating without a fireman will not be made.
- VI. Not reproduced here as such Article refers to strictly local situation.
- VII. A. When it is not known sufficiently in advance to secure the service of a Clinton Engineer without delay to following Eastbound trains, on duty regular assigned Cedar Rapids yard engineers may be used to tow road trains into Clinton that are stopped due to the Hours of Service Act within a 25 mile radius of Beverly.
- B. After completion of the trip at Clinton, the engineer will be released and promptly returned to Cedar Rapids, but will not be required to handle a train or engine movement westward.
 - C. When yard engineers are used under these sections they will be additionally compensated continuous time or miles under road rules from the time ordered to leave Cedar Rapids Yard until the time they are returned to Cedar Rapids Yard as well as concurrently compensated continuous yard pay.

Example No. 1

On duty at Cedar Rapids Yard 6:30 a.m.
Ordered to tow road train to Clinton..... 11:30 a.m.
Return to Cedar Rapids Yard 3:30 p.m.
Tie up after working 30 minutes in the yard..... 4:00 p.m.

Compensation

8 hours at pro rata yard rate

1.5 hours at overtime yard rate

Continuous time or miles for road trip to Clinton and return with a minimum of 162 miles.

Example No. 2

On duty at Cedar Rapids Yard 6:30 a.m.
Ordered to tow road train to Clinton..... 6:30 a.m.
Return to Cedar Rapids Yard and tie up..... 1:50 p.m.

Compensation

8 hours at pro rata yard rate

Continuous time or miles for road trip to Clinton and return with a minimum of 162 miles.

VIII. Effective with the date of this agreement, Belle Plaine is removed from BLE Schedule Rules and Agreements as a definite terminal for protected employees, as protected employees are defined in the July 28, 1969 BLE Merger Protective Agreement.

- A. Ten (10) regularly assigned positions will continue to be bulletined for engineers to work between Boone and Clinton with home terminal Boone and seventeen (17) regularly assigned positions for engineers will continue to be bulletined to work between Clinton and Boone with home terminal at Clinton.
- B1. The continuation of these 27 regular assignments will be contingent on the volume of service. In the event a regular assignment is abolished, due to lack of volume of regular train operation, the apportionment of regular assignments will be maintained by the ratio of 3 to 5 in determining the Home Terminal of the remaining assignments. This proration will remain in effect so long as men in service on the date of this agreement exercise their seniority to man that number of crews. If such men fail to man these jobs out of one terminal, and the number of assignments at that terminal is reduced below the number provided above as a result, this will in no way alter the number of jobs to be provided to the other terminal. If such men elect later to make application for regular assignments in this territory and are unsuccessful due to senior such men having made application, a sufficient number of regular assignments in this territory and are unsuccessful due to senior such men having made application, a sufficient number of regular assignments up to the level prescribed herein will be restored if sufficient volume of regular train operations is present.
- B2. The continuation of 7 regular engineer positions between Clinton and Des Moines, Clinton and Marshalltown will be contingent on the volume of service.
- C. In the event of an emergency seriously affecting the operation of these trains, such as derailment, washout or snow blockage, regularly assigned crews may be used on other than their train, as identified by consist, but in such cases will not be used on a train destined to perform service at a greater number of stations than are normally served on their regular assignment.
- D. It is understood that the use of engineers under the emergency provisions will be for no longer than five (5) days, unless otherwise agreed to.

- E. Clinton Extra Engineers will be used for the following road service in addition to yard service:
1. Fill temporary vacancies on regular assignments whose home terminal is at Clinton.
 2. Short work assignments between Clinton and Belle Plaine. NOTE: Short work is that work which originates at Clinton or Belle Plaine or points in between and operates exclusively in the territory between Clinton and Belle Plaine. This does not prohibit, however, pool crews or regular assignments performing similar service as part of their regular trip between Boone and Clinton.
 3. In the event an engineer's vacancy occurs at Clinton on an Engineer's Pool Turn or Boone Engineer's regular assignment and there is not sufficient time to deadhead an extra engineer from Boone to fill this vacancy, the carrier may use the first-out engineer on the Clinton Engineers' Extra List. The extra engineer so used will be promptly returned deadhead to the Clinton Board subsequent to arrival at Boone.
- F. The parties agree that a freight pool shall be established at Boone to operate unassigned freight service between Boone and Clinton as long as unassigned traffic requires same. This will include trips between Des Moines and Clinton, it being understood that on the eastbound or westbound trips the crew will be continued on to Boone or Clinton on a continuous time basis.
- G1. Effective with the date of this agreement the East and West Boone Engineers' Extra Lists at Boone will be combined. The single engineers' extra board hereby established will fill all engineer vacancies previously filled by the separate boards except as otherwise provided herein.
- G2. Temporary engineer vacancies on the Ankeny Switch Run(s) will be filled from the Des Moines Engineers' Extra List
- G3. In the event an engineer's vacancy occurs at Boone on a Clinton Engineer's regular assignment and there is not sufficient time to deadhead an extra engineer from Clinton to fill the vacancy, the carrier may use the engineer standing first out on the Boone Engineers' Extra List to fill said vacancy. The extra engineer so used will be promptly returned deadhead to the Boone Board subsequent to arrival at Clinton.
- H1. Extra engineers employed on the Boone or Clinton Engineers' Extra Board will be allowed the monetary equivalent of 1,600 miles for each semi-monthly period at the through freight (550,000 – 600,000) rate with fireman, which will include all compensation received except expenses such as auto mileage, meal allowance, payments in lieu of lodging, etc. NOTE: It is understood that in month of February the guarantee will be 1,500 miles for each semi-monthly period.
- H2. This guarantee will apply only to that portion of the time an engineer is assigned to the extra board. In administering these sections it is understood that the guarantee is applicable to each day or any portion thereof. It is understood that an engineer who loses work of his own accord will reduce the guarantee proportionally; however, an engineer laying off whose turn does not go out will not have his guarantee reduced as he will retain his turn.

- H3. Regulation of the working list must be confined to the hours between 12 Noon and 1 p.m. The adjustment of the working list is solely within the purview of the carrier; however, it is understood that the parameters of mileage regulation are 3,200 miles minimum and 3,800 miles maximum for these extra boards.
- I1. Engineers sent to outlying points will be returned to their home terminal immediately when there is no work for them. When not so returned, they will be paid in accordance with applicable held-away-from-home terminal rule. The home terminal under this section is the terminal at which the engineers are carried on the crew board.
- I2. An engineer who lays off and misses call for an assignment operating out of a home terminal away from the extra board point will be required to:
 - A. Take up service on the vacancy on the next trip without pay for deadhead where a more than one day vacancy is involved, or
 - B. Remain off the board until return of the engineer used unless service is required in emergency.

NOTE: The provisions of the preceding items A through I are without prejudice to the position of either party as to the

- X. Effective June 1, 1975, the following understanding will govern the handling of the Central Consolidated Seniority District Engineers' Extra Board at the Twin Cities:
 - A. The Consolidated Engineer's Extra Board established by this agreement will fill engineer vacancies on road and yard assignments in the territory previously serviced by the engineers extra lists supplanted by these Sections.
 - B. Applications to fill engineer positions on the extra list will be accepted from all qualified promoted and demoted engineers holding seniority in the Central Consolidated Seniority District. Engineers submitting the bids for service on this board will be assigned in accordance with their consolidated seniority with the understanding that prior rights engineers of the former St. Paul District or WM&P (CGW), Central and Western District (M&StL) and Western District (CStPM&O) have preferential rights to such service.
- C1. Extra engineers on the board established by this agreement will be allowed the monetary equivalent of 1,600 miles for each semi-monthly period at the through freight (550,000 – 600,000) rate with fireman, which will include all compensation received except expenses such as auto mileage, meal allowance, payments in lieu of lodging, etc.

NOTE: It is understood that in the month of February, the guarantee will be the monetary equivalent of 1,500 miles for each semi-monthly period.
- C4. This guarantee will apply only to that portion of the time an engineer is assigned to the extra board. In administering these sections it is understood that the guarantee is applicable to each day or any portion thereof. It is understood that an engineer who loses work of his own accord will reduce the guarantee proportionally; however, an engineer laying off whose turn does not go out will not have his guarantee reduced as he will retain his turn.
- C5. Regulation of the working list must be confined to the hours between 12 Noon and 1 p.m. The adjustment of the working list is solely within the purview of the carrier; however, it is understood that the parameters of mileage regulation are 3,200 miles minimum and 3,800 miles maximum for this extra board.

- D1. Engineers sent to outlying points will be returned to their home terminal immediately when there is no work for them. When not so returned, they will be paid in accordance with applicable held-away-from-home terminal rule. The home terminal under this section is the terminal at which the engineers are carried on the crew board.
- D4. An extra engineer may be used on more than one assignment at an outlying point, or outlying terminal under the following conditions:
 - (a) The first call must be from home terminal where extra list is maintained, in accordance with the rules.
 - (b) He may be used on second or further assignment provided he is actually used on such assignment within six days (144 hours) from time called to leave home terminal.
 - (c) All assignments must be at or out of the same outlying point or outlying terminal.
 - (d) He must be notified at time regular engineer reports for work, or he (extra engineer) registers in, that he is to be used on another assignment, and if not so notified, he will be deadheaded to his home terminal on first train.
- D3. An engineer who lays off and misses call for an assignment operating out of a home terminal away from the extra board point will be required to:
 - (a) Take up service on the vacancy on the next trip without pay for deadhead where a more than one day vacancy is involved, or
 - (b) Remain off the board until return of the engineer used unless service is required in emergency.
- E. This board will work on a first in first out basis but will not protect yard vacancies within the Consolidated Twin Cities Terminal; however, each prior right engineer shall be offered the opportunity to fill vacation and new assignment vacancies allocated to their prior right district in the Consolidated Twin Cities Terminal by prebulletining of same except when time does not permit. Failure of prior rights engineers to bid such vacancies, same will be filled from the Eastern Engineers' Extra Board and such time will not be listed for recovery.

XI. Deleted.

- XII. A. The territory from Peoria to Monmouth will hereafter be a part of the Eastern Consolidated Seniority District (South Pekin) with the understanding that engineers of the Southern Consolidated Seniority District hired prior to the effective date of this agreement shall have preferential rights over Eastern Consolidated Seniority District engineers to exercise seniority on the assignment performing the greatest amount of service between Peoria and Monmouth. Vacancies on assignments will be filled from the engineers' extra board at South Pekin.
- B. The territory of the former CGW (Eastern Consolidated District) between Oelwein and Dubuque including Dubuque Yard will hereafter be a part of the Southern Consolidated District. Employees of the Eastern Consolidated District hired prior to the effective date of this agreement shall have preferential rights over Southern District engineers to exercise seniority on engineers' position(s) at Dubuque or between Oelwein and Dubuque.

- C. The territory of the Central Consolidated Seniority District Ft. Dodge to Terril, Ft. Dodge to Albert Lea, Ft. Dodge to Des Moines will hereafter become a part of the Southern Consolidated Seniority District. Employees of the Central Consolidated Seniority District hired prior to the effective date of this agreement shall have preferential rights over Southern District engineers to exercise seniority on position(s) in the afore described territories.
 - D. The territory of the Central Consolidated Seniority District from Tama to Eldora Jct. Will hereafter be a part of the Southern Consolidated Seniority District. It is understood that employees hired prior to the effective date of this agreement on the Central Consolidated Seniority District shall have preferential rights over engineers on the District to which territory is transferred, to exercise seniority on assignments in their prior right territory which is transferred to the Southern Consolidated Seniority District by this agreement.
 - E. The territory of the Southern Consolidated Seniority District from Alexander to Kanawha will hereafter be a part of the Central Consolidated Seniority District (Eagle Grove). It is understood that employees hired prior to the effective date of this agreement on the Southern Consolidated Seniority District shall have preferential rights over engineers on the District to which territory is transferred, to exercise seniority on assignments in their prior right territory which is transferred to the Central Consolidated Seniority District by this agreement.
 - F. It is agreed that the territory of the Western Consolidated Seniority District, the Sioux City – Wayne, Wakefield – Crofton and Emerson – Thurston lines will effective with the date of this agreement become a part of the Central Consolidated Seniority District.

Men in engine service on the Western Consolidated Seniority district hired prior to the effective date of this agreement will retain their rights to man service in the aforesaid territory.
 - G. In the event assignments are established under this Article which prior to this agreement would have been interdistrict runs to which the agreement of April 17, 1972 would have been applicable, the provisions of that agreement will apply to employees working on such assignments who were hired prior to the effective date of this agreement.
- XIII.
- A. Engineers vacancies on assignments operating between Mason City and Hayfield but not south of Mason City will, effective with the date of this agreement, be filled from the Central Consolidated District, Mason City C&NW Extra Board.
 - B. Vacancies for engineers on the West Allis and Waukesha Switch Run or Runs and on Layton Park Yard Engines which are now filled from the Madison engineers' extra board under rules and agreements will, effective with the date of this agreement, be filled from the engineers' extra board at Milwaukee in the same manner as other engineer vacancies are filled from the extra board at Milwaukee.
 - C. Engineer yard vacancies at Beloit now filled from the Madison engineers' extra board will, effective with the date of this agreement, be filled from the Janesville engineers' extra board the same as other vacancies are filled from the Janesville extra board.

ARTICLE V — JURY DUTY

Effective fifteen (15) days after the date of this Agreement, Article X of the May 13, 1971 Agreement is amended to read as follows:

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 furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

ARTICLE VII — APPLICATION FOR EMPLOYMENT

Section 1, Probationary Period

Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the carrier must be declined in writing to the applicant.

Section 2, Omission or Falsification of Information

An employee who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the carrier had had timely knowledge of it.

ARTICLE XI — BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provisions for taking leave with their supervising official in the usual manner.

Question #1:

How are the three calendar days to be determined?

Answer:

An employee will have the following options in deciding when to take bereavement leave:

- (a) Three consecutive calendar days, commencing with the day of the death, when the death occurs prior to the time an employee is scheduled to report for duty;
- (b) Three consecutive calendar days, ending the day of the funeral service; or
- (c) Three consecutive calendar days ending the day following the funeral service.

Question #2:

Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

Answer:

Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday to Friday — off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Question #3:

An employee working for an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

Answer:

A maximum of two days.

Question #4:

Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

Answer:

No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for the holiday purposes.

Question #5:

Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother, or stepsister, stepparents or stepchildren?

Answer:

Yes; as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However the rule is applicable to a family relationship covered by the rule through the legal adoption process.

ARTICLE III — VACATIONS

Insofar as applicable to employees represented by the Brotherhood of Locomotive Engineers, the Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1982, by substituting the following Section 1(c), 1(d) and 1(h) for the corresponding provisions contained in Section 1, as previously amended:

- (c) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight 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 eight or more

years of continuous service renders service of not less than one thousand two hundred and eighty (1280) 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, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having seventeen 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 seventeen or more years of continuous service renders service of not less than two thousand seven hundred and twenty (2720) 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(d) 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.)

The NOTE referred to in Sections 1(c) and 1(d) above reads as follows:

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.

- (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 to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), one thousand two hundred and eighty (1280) basic days under Section 1(c), two thousand seven

hundred and twenty (2720) basic days under Section 1(d), and four thousand (4000) basic days under Section 1(e).

See 1996 National Agreement.

**MEMORANDUM OF AGREEMENT
BETWEEN THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

It is agreed as follows:

ARTICLE I — COMPENSATION

- A. Effective January 1, 1992, each engineer on a road freight or yard crew operated with a ground crew consist of the one conductor/foreman and one brakeman/helper will be allowed a differential of \$18.75 per basic day in road freight and yard service, and 18.75 cents per mile for miles in excess of the basic day in freight service.
- B. Effective January 1, 1992, each engineer on a road freight or yard crew operated with a ground crew consist of a conductor/foreman only will be allowed a differential of \$28.75 per basic day in road freight and yard service, and 28.75 cents per mile for miles in excess of the basic day in freight service.
- C. Effective January 1, 1992, the differentials provided in Sections A and B of this Article will be included in the basic daily rates, and will thereafter be subjected to future general wage increases as applicable.
- D. The differentials provided in Sections A and B of this Article cancel and supersede the differentials provided in Article V of the Mediation Agreement A-9724 effective June 1, 1975, as well as the differential of \$4.00 currently made to an engineer operating without a fireman on a road freight or yard crew.

ARTICLE II — GENERAL

- A. This Agreement is effective January 1, 1992 and specifically amends or changes the rules as stated above.
- B. The parties to this Agreement shall not serve nor progress prior to November 1, 1994 (not to become effective before January 1, 1995) any notice or proposal for changing any matter in this Agreement.

Signed in Chicago, Illinois, the 5th day of March, 1992.

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS

FOR THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

G. L. Ruppert
General Chairman-BLE

J. M. Raaz
Assistant Vice President-Labor Relations (Operating)

G. R. DeBolt
Vice President-BLE

**THE FOLLOWING ARE AGREED TO QUESTIONS AND ANSWERS
TO THE CNW'S AGREEMENT WITH THE BLE
DATED MARCH 5, 1992**

Question #1:

In reference to Article I — Sections A and B, if the UTU enters into a new agreement with the CNW that changes the title of a ground service employee (conductor and brakeman) to another title, would the engineer working with such employee(s) still receive the basic day increase of \$28.75 (\$18.75) per day and the .2875 cents (.1875 cents) per over mile?

Answer #1:

The Carrier has no intention of changing the title of ground service positions to circumvent existing agreements.

Question #2:

In reference to Article II — Section B, would this section prohibit the serving of any Section Six Notices covering issues including but not limited to; guarantees, personal leave days, trauma pay, disability salary continuance plan, signing bonus, resolution of forced away from home assignments and expenses?

Answer #2:

Article II, Section B pertains only to "any matter in this Agreement." Other moratoriums, such as Article X, Section 2(d) in the November 1, 1991 IMPLEMENTING DOCUMENTS prohibit the service of notices such as listed in Question #2.

Question #3:

In reference to Article II — Section B, is this clause intended as an "automatic give back," thereby reducing the pay of an engineer on January 1, 1995, and effectively linking the pay issue with the National Agreement that will be under negotiation at that time?

Answer #3:

No.

Question #4:

In reference to Side Letter Number 1, would all pending claims for unnecessary doubles (setouts) prior to July 29, 1991, be permitted to rest?

Answer #4:

Side Letter Number 1 refers to the issue of "the main line is distinct and separate from the yard tracks and clearly indicates that the yard is another location from the main line" and indicates that the cases pertaining to "unnecessary doubles" which hinge on that issue will be settled in accordance with Award #1 of PLB 5078.

Question #5:

In reference to the specific language of Side Letter Number 1, "the mainline is distinct and separate from the yard tracks and clearly indicates that the yard is another location from the mainline," can this be taken out of context to define disputes on other contract rules?

Answer #5:

It is not the Carrier's intention to take this language "out of context."

Question #6:

In reference to the same language in Question #5, can this clause be construed to alter definite terminals or current crew change points?

Answer #6:

Award Number 1 of PLB 5078 deals specifically with pick-ups and set-outs and makes no interpretations regarding terminals or crew change points.

Question #7:

Under Article I, Compensation, Paragraph D: "The differential provided in Sections A and B of this Article cancel and supersede the differential provided in Article V of Mediation Agreement A-9724 effective June 1, 1975, as well as the differential of \$4.00 currently made to an engineer operating without a fireman in road freight or yard crew." Does this mean that the \$10.75 and/or \$4.00 currently paid engineers under this Agreement will be deducted from the \$18.75 and \$28.75 as provided in Paragraphs A and B?

Answer #7:

No, it means the \$10.75 and/or \$4.00 are replaced by the \$18.75 or \$28.75 as applicable.

Question #8:

It is our understanding that if an engineer works any portion of his tour of duty with a conductor/foreman only crew, the engineer will be paid the higher basic daily rate for the entire trip or tour of duty.

Answer #8:

That is true.

Question #9:

By signing this Agreement, does this change the engineer's responsibilities and duties?

Answer #9:

This Agreement deals with compensation and does not change the engineer's duties or responsibilities.

Question #10:

It is our understanding that an engineer who would otherwise receive \$28.75 and/or overtime when working a job with conductor/foreman only and the carrier elects to use a utility person to assist their assignment for any portion of the day, that engineer will still receive the \$28.75.

Answer #10:

That is correct.

Question #11:

It is our understanding that the Engineers' Guaranteed Extra Board will include the \$18.75 provided for in Article I, A and made a part of the daily rate by Item C when calculating the guarantee.

Answer #11:

True.

Question #12:

It is our understanding that an engineer deadheading to a conductor/foreman or from a conductor/foreman only job will be allowed deadhead at the rate which includes additional \$28.75 and .2875 for all overmiles or corresponding hourly rate when deadheading combined service to hourly component job.

Answer #12:

Deadhead will be paid in accordance with the new basic daily rates created by this Agreement and in accordance with Article VI of the May 19, 1986 National Agreement with the BLE.

Question #13:

We understand that penalty claims will not be used to offset Engineers' Guaranteed Extra Board claims.

Answer #13:

True.

Question #14:

Will Extra Board Guarantees be increased by \$18.75 or \$28.75 per day?

Answer #14:

Same as Answer #11 (\$18.75).

Question #15:

Will deadhead be increased by \$28.75 or \$18.75?

Answer #15:

Same as Answer #12.

Question #16:

Members feel the Extra Boards will be cut and Hostling jobs will be established due to the increase in the Guarantee amount.

Answer #16:

Extra boards will be regulated in such a manner as to ensure that there is sufficient number of engineers available to protect all engineer vacancies and extra service.

Question #17:

Will pay raises on overmiles be allowed, or are overmiles currently locked in at old rate?

Answer #17:

Overmiles were frozen by the May 19, 1986 National Agreement. However, the overmile rates in effect will be adjusted in accordance with the applicable .1875 or .2875 replacement rates and will remain frozen.

Question #18:

If a man works with a fireman will he still receive the full \$28.75?

Answer #18:

The appropriate rate (including either the \$18.75 or \$28.75) will not be affected by the addition of a fireman.

Question #19:

What rate will an engineer working as a hostler be paid?

Answer #19:

The engineer will be compensated the Engineer Relay rate presently in effect.

Question #20:

What rate of pay will engineer working as pilot be paid?

Answer #20:

The new conductor only rate.

Question #21:

What rate will an engineer be allowed when working with two man crew and one goes home sick?

Answer #21:

Same as Answer #8.

Question #22:

Will the new rate of \$28.75 be applied to deadhead separate and apart?

Answer #22:

Same as Answer #12.

Question #23:

Will held-away-from-home terminal be increased with this new differential?

Answer #23:

The new differential in Article I, A and B were included in the basic daily rates in Item C and payments based on the daily rates will be adjusted accordingly.

Question #24:

Will C.O.L.A. be applied to the \$28.75 rate or \$18.75 rate?

Answer #24:

Same as Answer #23.

Question #25:

Does paragraph B, Article II contemplate an automatic give back in 1995?

Answer #25:

No.

Question #26:

Is the utilization of a utility employee to assist either a road or yard assignment considered co-mingling of crews?

Answer #26:

No, utility employees used to supplement either a road or yard assignment are not viewed as co-mingling of crews and do not create a penalty situation.

Chicago and North Western Transportation Company
Chicago, Illinois

May 5, 1992

Mr. G. L. Ruppert
327 S. LaSalle Street
Room 1107
Chicago, IL 60604

Reference: Side Letter No. 1

Dear Mr. Ruppert:

During the discussions which led to our Agreement of today, we agreed that any claims involving the issue of whether or not the main line constitutes a separate or other location when road crews pick up or set out at their initial or final terminal will be resolved in accordance with Award 1 of PLB 5078 which held that "the main line is distinct and separate from the yard tracks and clearly indicates that the yard is another location from the main line."

Yours truly,

J. M. Raaz
Assistant Vice President
Labor Relations (Operating)

I CONCUR:

G. L. Ruppert
General Chairman, BLE

Chicago and North Western Transportation Company
Chicago, Illinois

April 8, 1992

Mr. G. L. Ruppert
327 S. LaSalle Street
Room 1107
Chicago, IL 60604

Reference: Side Letter No. 2

Dear Mr. Ruppert:

Pursuant to our discussions which resulted in our Agreement of March 5, 1992, we agreed that engineers protecting service on monetary equivalent guaranteed extra boards who reasonably expect their earnings to be seriously low in a pay period may assure current payment of the allowance by submitting a form showing their work record and status during the pay period. These employees should submit this form prior to midnight on the last day of that pay period. It is recognized that the Carrier, when utilizing this expedited procedure, will sometimes determine such allowance on the basis of estimates, and that payroll adjustments in subsequent pay period may be necessary as actual amounts become known.

Sincerely,

J. M. Raaz
Assistant Vice President
Labor Relations (Operating)

I CONCUR:

G. L. Ruppert
General Chairman, BLE

WORKING CONDITIONS

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

This Agreement is made this 11th day of July, 1983 by and between the Chicago and North Western Transportation Company and the Brotherhood of Locomotive Engineers and pertains to the craft of road freight and yard engineers.

IT IS HEREBY AGREED:

ARTICLE I — PURPOSE OF AGREEMENT

Section 1 — Western Railroad Properties Incorporated

The parties recognize that the Interstate Commerce Commission has authorized Western Railroad Properties, Incorporated

- (a) to construct and own facilities at South Morrill, Nebraska,
- (b) to exercise trackage rights over the Union Pacific Railroad from South Morrill to Joyce, Nebraska,
- (c) To construct and own a line of railroad from Joyce, Nebraska to Crandall, Wyoming,
- (d) to acquire from the C&NW and to own a line of railroad from Crandall to Shawnee, Wyoming,
- (e) to acquire from the C&NW its one-half interest in the C&NW/BN joint line in the Powder River Basin,
- (f) to construct and own facilities at Bill, Wyoming, and
- (g) to contract with the C&NW for the C&NW to operate the above-described lines and facilities.

Section 2 — Purpose

The purpose of this agreement is to establish procedures to implement the above described operations.

ARTICLE II — SENIORITY DISTRICT

Work in the craft of locomotive engineer in connection with the Company's operation for Western Railroad Properties, Incorporated of the lines and facilities described in Article I, Section 1 hereof shall be a part of the prior rights seniority district identified as the Black Hills Division Zone (W-2) of Western Consolidated Seniority District No. 6 in the CGW Merger Agreement of July 26, 1968.

ARTICLE III — TERMINALS

Section 1 — Powder River Terminal

- (a) A separate terminal shall be established by the Company as a part of the prior rights seniority district identified as the Black Hills Division Zone (W-2) of Western Consolidated Seniority District No. 6 to be identified as the "Powder River Terminal." The Powder River Terminal shall include Bill and the lines north from Bill.

- (b) When coal train operations commence, the Company shall establish a separate pool and a separate extra board for the Powder River Terminal at Bill, Wyoming. This pool and extra board shall operate in conformity with existing rules and agreements except as otherwise provided herein.
- (c) Crews of the Powder River Terminal shall perform the work at Bill and on the lines north of Bill, except that:
 - (1) crews of the Powder River Terminal shall perform pusher or helper service not only on the lines north of Bill but also on the line from Bill to Shawnee and on the line from Shawnee to Crandall,
 - (2) crews of the Powder River Terminal shall perform relief service not only on the lines north of Bill but with respect to northbound trains also on the line from Bill to Shawnee and on the line from Shawnee to Crandall,
 - (3) crews of the South Morrill Terminal may be required to terminate their northbound trains north of Bill, including the loading of coal trains, on the line between Bill and Mile Post 60 (including mines whose lead track switch is located south of Mile Post 60),
 - (4) crews of the South Morrill Terminal may be required to originate their southbound trains north of Bill, including the loading of coal trains, on the line between Bill and Mile Post 60 (including mines whose lead track switch is located south of Mile Post 60).
- (d) For trains arriving at Bill, the computation of final terminal delay shall begin when the engine arrives at or passes the entrance to the yard which shall be considered to be either the switch at Mile Post 80.9 from the north, and the switch at Mile Post 85.6 from the south, or the first switch at which a train may enter the yard, whichever is reached first. (See Side Letter No. 2.)

Section 2 — South Morrill Terminal

- (a) A separate terminal shall be established by the Company as a part of the prior rights seniority district identified as the Black Hills Division Zone (W-2) of Western Consolidated Seniority District No. 6 to be identified as the "South Morrill Terminal." The South Morrill Terminal shall include South Morrill and the lines from South Morrill to Crandall, from Crandall to Shawnee, and from Shawnee to Bill.
- (b) When coal train operations commence, the Company shall establish a separate pool and a separate extra board for the South Morrill Terminal at South Morrill, Nebraska. This pool and extra board shall operate in conformity with existing rules and agreements except as otherwise provided herein.
- (c) Crews of the South Morrill Terminal shall perform the work at South Morrill and on the lines from South Morrill to Crandall, from Crandall to Shawnee, and from Shawnee to Bill, except that:
 - (1) crews of the South Morrill Terminal may be required to terminate their northbound trains north of Bill, including loading of coal trains, on the line between Bill and Mile Post 60 (including mines whose lead track switch is south of Mile Post 60). (See Side Letter No. 7),
 - (2) crews of the South Morrill Terminal may be required to originate their southbound trains north of Bill, including the loading of coal trains, on the line between Bill and Mile Post 60 (including mines whose lead track switch is south of Mile Post 60), but in such instances if the crew is tied up enroute for any reason, the crew shall be transported to

South Morrill (if south of Bill when tied-up) or Bill (if north of Bill when tied-up), and the engineer shall be paid in accordance with BLE Rule No. 37. (See Side Letter No. 8),

- (3) crews of the Powder River Terminal shall perform pusher or helper service not only on the lines north of Bill but also on the line from Bill to Shawnee and on the line from Shawnee to Crandall,
 - (4) crews of the Powder River Terminal shall perform relief service not only on the lines north of Bill but with respect to northbound trains also on the line from Bill to Shawnee and on the line from Shawnee to Crandall,
 - (5) crews of the Black Hills Terminal (Chadron) may perform service on the line from South Morrill to Crandall and on the line from Crandall to Shawnee, but shall not handle loaded or empty coal cars moving between South Morrill and the Powder River Basin. (See exception in Side Letter No. 5.)
- (d) South Morrill Terminal crews on a northbound train operated north of Bill on a day or trip as provided in Section 2(c)(1) shall be allowed 60 minutes pay at the pro rata rate of their trip in addition to all other compensation for the day or trip.
- (e) Concurrent with placing in operation a car shop (i.e. a full service car repair facility for the complete maintenance and repair of cars) at South Morrill or at any other point in the South Morrill or Powder River Terminal, the Company shall establish yard engine service at that location under yard schedule rules. If that location is south of Crandall, the yard engines established may be operated over the territory between South Morrill and Crandall without penalty and may perform whatever service may be required in that territory. Switching limits will, however, be established one half mile from the outer switch or switches at that location solely to define the work of road crews operating into or out of the point.
- (f) For trains arriving at South Morrill, the computation of final terminal delay shall begin when the engine arrives at or passes the entrance to the yard which shall be considered to be either the switch at Mile Post 162.1, or the first switch at which a train may enter the yard, whichever is reached first. (See Side Letter No. 2.)

Section 3

It is recognized that Lusk, Wyoming will continue to be regarded as a definite terminal under BLE Rule 11 for those engineers working in the Black Hills Terminal who were hired prior to July 26, 1968 when they operate road trains on the Casper Subdivision. It is also recognized that Lusk is not a definite terminal under BLE Rule 11 for engineers working in the Powder River Terminal or the South Morrill Terminal. (See exception in Side Letter No. 5.)

ARTICLE IV — GUARANTEES

Section 1 — Pool Service Guarantees

- (a) An employee working in the Powder River or the South Morrill pool will be provided a monthly compensation guarantee or a pro-rated portion thereof based on the number of days in the pool.
- (b) When the Carrier places an employee in the Powder River or the South Morrill pool before noon or cuts him off the pool after noon, such day will be counted in the compensation guarantee. When an employee places himself in the Powder River or the South Morrill pool or exercises his seniority (whether voluntarily or involuntarily) to leave the pool in conformity with existing rules, only those full calendar days when the employee was in the pool will be

counted in the computation of the amount of the employee's monthly compensation guarantee. For each calendar day not in and protecting pool service as provided herein during the month, the amount of the employee's monthly compensation guarantee will be pro-rated or reduced on the basis of 1/30 or 1/31 or depending on the number of days in the month) for each calendar day so absent. The pro-ration provided for herein will apply in instances where an employee otherwise eligible for this guarantee lays off.

- (c) The monthly compensation guarantee, subject to pro-ration as described above, shall be an amount equal to the monetary equivalent of 3,200 miles at the engineer's minimum weight on drivers basic daily through freight rate for engineers in the South Morrill pool or 3,000 miles at engineer's minimum weight on drivers basic daily through freight rate for engineers in the Bill pool.
- (d) If an employee's monthly compensation guarantee computed pursuant to the provisions of this Section exceeds such employee's total actual compensation from the Company for the month, he shall be paid the difference. The term "compensation" as used herein excludes personal expense reimbursement, including but not limited to auto expense, lodging expense, and meal expense reimbursement.
- (e) There shall be no duplicating or pyramiding of benefits to any employees under this Agreement and/or other agreements.
- (f) The parties hereto recognize that the Carrier may adjust the number of crews in the pool by reducing the pool or by increasing the pool.

Section 2 — Extra Board Guarantees

- (a) An employee working on the Powder River or the South Morrill extra board will be provided a semi-monthly guarantee or a pro-rated portion thereof based on the number of days on the extra board.
- (b) When the Carrier places an employee on the Powder River or the South Morrill extra board before noon or cuts him off the board after noon, such day will be counted in the computation of the amount of the employee's semi-monthly compensation guarantee. When an employee places himself on the Powder River or the South Morrill extra board or exercises his seniority (whether voluntarily or involuntarily) to leave the board in conformity with existing rules, only those full calendar days when the employee was on the board will be counted in the computation of the amount of the employee's semi-monthly compensation guarantee. For each calendar day not on and protecting service as provided herein during the semi-monthly period, the amount of the employee's semi-monthly compensation guarantee will be pro-rated or reduced on the basis of 1/15 or 1/16 (or depending on the number of days in the payroll period) for each calendar day so absent. The pro-ration provided for herein will apply in instances where an employee otherwise eligible for this guarantee lays off.
- (c) The semi-monthly compensation guarantee subject to pro-ration as described above, shall be an amount equal to the monetary equivalent of 1,600 miles at the engineer's minimum weight on drivers basic daily way freight rate for engineers on the South Morrill extra board or 1,500 miles at engineer's minimum weight on drivers basic daily way freight rate for engineers on the Bill extra board.
- (d) If an employee's semi-monthly compensation guarantee computed pursuant to the provisions of this Section exceeds such employee's total actual compensation from the Company for the semi-monthly period, he shall be paid the difference. The term "compensation" as used herein excludes personal expense reimbursement, including but not limited to auto expense, lodging expense, and meal expense reimbursement.

- (e) There shall be no duplicating or pyramiding of benefits to any employees under this Agreement and/or other agreements.
- (f) The parties hereto recognize that the Carrier may adjust the number of employees on the extra boards by reducing the board (i.e., cutting off the most junior employee or employees) or by increasing the board.

Section 3 — Current Payment of Guarantees

Employees subject to an allowance established in this Article who reasonably expect their earnings to be seriously low in a pay period may assure current payment of the allowance by submitting a form showing their work record and status during the pay period. These employees should submit this form on the day following the last day of that pay period. It is recognized that the carrier when utilizing this expedited procedure will sometimes determine such allowances on the basis of estimates, and that payroll adjustments in subsequent pay periods may be necessary as actual amounts become known.

ARTICLE V — LODGING

Section 1

When the C&NW ties up an employee working from the South Morrill or the Bill board at any point other than his home terminal for four hours or more, each employee so tied up shall be provided suitable lodging on a single occupancy basis at the Carrier's expense, and transportation thereto at the Carrier's expense if the lodging facility is in excess of 0.5 miles from the tie-up point.

Section 2

The Company shall establish, maintain, and operate Company lodging facilities (i.e., a facility, not a public accommodation, constructed, owned, leased, or operated by or for the Company) at Bill, Wyoming, for employees entitled to lodging. When the Company decides to establish a Company lodging facility at this terminal, the Company shall, within forty-five days prior to taking any action establishing such facility, notify the General Chairman of its decision. Upon such notification, the Company shall also supply the General Chairman with the complete plans for such facility including the location thereof, and promptly set a date to meet with the General Chairman to discuss whether those plans comply with the requirements of this agreement for such facilities. Any disputes as to whether such plans comply with these requirements shall be handled by the parties in accordance with the established procedures therefor, including the procedures of Section 3 of the Railway Labor Act, before the Company actually establishes a Company lodging facility pursuant to such plans. In the event arbitration is invoked by either party, the referee shall conduct a hearing and inspect both the plans and proposed location within five days of the date of the notice of invocation of arbitration and shall within ten days of said notice issue his decision. If the award denies the General Chairman's contentions, the Company will immediately begin to establish Company lodging at this location pursuant to said plans. If the award sustains in whole, or in part, the General Chairman's objections, the Company will begin to establish Company lodging at this location, as soon as the referee has certified that the Company has corrected the defects in its plans underlying those objections sustained by the award. (See Side Letter No. 6.)

Section 3

The lodging provided by the Company at these facilities will be single occupancy with a separate bath and toilet.

Section 4

Each room in any of these facilities shall be a minimum of 120 square feet exclusive of the separate bath and toilet and shall contain the following: one bed, with orthopedic mattress and spring; a table; a color television set with a minimum of a thirteen inch diagonally measured screen; carpets; one dresser; two lamps with light bulbs of no less than 75 watts each; an arm chair; lined drapes; bed linens; bed pillow; air conditioning (with sufficient louvers to direct the air flow away from the bed); heat; a barrel bolt lock on the exterior door; hot water; bathroom sink; bathroom mirror with light and electric outlet; shower curtain; bath mat; clothes rack with hangers; and drinking cup dispenser with cups.

Section 5

At this facility, the Company shall establish a twenty-four hour restaurant serving meals of reasonable quality at reasonable prices, a recreation room containing a color television set with a minimum of twenty-five inch diagonally measured screen, easy chairs, a sofa, a card table with chairs, floor lamps, air conditioning, a writing area, and a pool table. An attendant will be available twenty-four hours a day at this facility, and a safe will be available for deposit of valuables.

Section 6

The Company shall provide proper maid service (including a complete change of linens including sheets, pillow cases, washcloths, bath towels, and hand towels for each occupancy), keep the facility clean and neat in appearance, and properly dispose of all garbage and waste. The Company shall provide parking spaces for exclusive use by railroad operating employees, including electrical sockets for radiator heaters.

Section 7

If no rooms are available within 20 minutes at this facility for employees otherwise entitled to lodging there at the Company's expense, the Company will arrange for suitable lodging at its expense for those employees at a public lodging accommodation, with transportation thereto.

ARTICLE VI — CONSTRUCTION PERIOD

Section 1

Contractors who construct the lines from Joyce to Shawnee Creek Junction may use their own employees to perform required duties during the construction phase until the lines are actually placed in service. During construction, the contractors or Western Railroad Properties, Incorporated, may employ the C&NW to provide services to the construction, and if this is done, the engine service employees of the C&NW will perform whatever engine service is contracted with the C&NW. Such service will be performed as required in conformity with existing rules. Operation of any trains, including work trains, on tracks actually in service shall be done by C&NW crews.

Section 2

Any work train service performed by C&NW engine service employees during the construction phase will be considered the work of the Black Hills Terminal.

ARTICLE VII — EFFECT OF AGREEMENT

Section 1 — Effective Date

This agreement shall become effective on the first day of the first month after it has been executed, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Section 2 — Employee Protection

- (a) The terms and conditions of the labor protection set forth in Norfolk and Western Ry. Co. — Trackage rights — BN, 354 I.C.C. 605 (1978), as modified by Mendocino Coast Ry., Inc. — Lease and Operate, 360 I.C.C. 653 (1980) shall apply to
 - (a) the operation of the joint line in the Powder River Basin,
 - (b) the exercise of trackage rights by Western Railroad Properties, Incorporated over the Union Pacific Railroad between South Morrill and Joyce,
 - (c) the acquisition by Western Railroad Properties, Incorporated from the C&NW of a line of railroad between Shawnee and Crandall, and
 - (d) the operation by the C&NW as a contractor for Western Railroad Properties, Incorporated of the lines and facilities described in Article I, Section 1 hereof.
- (b) The selection of forces for the above-described matters shall be on the basis of the provisions of this agreement.
- (c) This agreement constitutes an implementing agreement pursuant to Article I, Section 4 of Norfolk and Western Ry. Co. — Trackage rights — BN, 354 I.C.C. 605 (1978), as modified by Mendocino Coast Ry., Inc. — Lease and Operate, 360 I.C.C. 653 (1980) pertaining to any actions taken pursuant to authorization of the Interstate Commerce Commission in Finance Docket Nos. 29066, 29332, 29333, and 29398. All of the provisions of Article I, Section 4 of these labor protective conditions are deemed to have been satisfied.

Section 3 — Pre-Existing Agreements

This agreement is without prejudice to the position of the parties as to their rights and/or duties under pre-existing agreements, and existing schedule rules and agreements shall continue in effect except to the extent specifically changed or amended by the provisions of this agreement.

Signed at Chicago, this 11th day of July, 1983.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

FOR THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY:

G. L. Ruppert
General Chairman

M. Humphrey
Director of Labor Relations
(Operating)

M17-wc/ble/b

July 11, 1983

Mr. G. L. Ruppert
20 East Jackson Blvd.
Chicago, IL 60604

RE: Western Coal Agreement (Working Conditions) of July 11, 1983
Side Letter No. 1

Dear Mr. Ruppert:

Pertaining to our agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6, it was also agreed that Western Railroad Properties, Incorporated will not contract with anyone other than the C&NW to operate the lines and facilities described in Section 1 of Article I of such Agreement without obtaining the prior concurrence of the Brotherhood of Locomotive Engineers; but you understand, of course, that the prior concurrent of the Brotherhood of Locomotive Engineers is not necessary in the event that a contract with someone other than C&NW to operate (a) is proposed at a time when C&NW is no longer the owner of a majority of WRPI's stock; or (b) results from an exercise of remedies provided the Lessor (i.e., a Union Pacific Corporation subsidiary) or lenders of the Western Coal Project (or a threat to exercise such remedies when the Lessor or lenders have a right to do so); or (c) results because C&NW exercises its rights to cease operating WRPI's properties because WRPI's available funds are or are projected to be inadequate to satisfy its operating costs; or (d) arises in connection with the merger or consolidation of C&NW or sale or lease of all or substantially all of its properties.

Sincerely,

J. R. Wolfe
President

M1-2(1)-2

July 11, 1983

Mr. G. L. Ruppert
20 East Jackson Blvd.
Chicago, IL 60604

**RE: Western Coal Agreement (Working Conditions) of July 11, 1983
Side Letter No. 3**

Dear Mr. Ruppert:

Pertaining to our agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6, this confirms our understanding that earnings available on jobs established in the South Morrill Terminal or the Powder River Terminal shall not be held against any Monthly Earnings Allowance to which a protected employee on Western Consolidated Seniority District No. 6 not working out of those terminals might otherwise be entitled under the Agreement of July 26, 1968.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

M17-31(1)-4

July 11, 1983

Mr. G. L. Ruppert
20 East Jackson Blvd.
Chicago, IL 60604

**RE: Western Coal Agreement (Working Conditions) of July 11, 1983
Side Letter No. 5**

Dear Mr. Ruppert:

Pertaining to our agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6, this confirms our understanding that, in the event the Carrier operates unit coal trains between the mines of the Powder River Basin and points east of Crandall, crews of the Black Hills Terminal (Chadron) may operate such trains west of Crandall to the same extent and under the same working conditions as crews of the South Morrill Terminal. Under such circumstances, Black Hills Terminal (Chadron) crews will turn first-in, first-out in a separate pool at Bill to return only to points east of Crandall.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

I CONCUR:

G. L. Ruppert
General Chairman, BLE

DATE: July 11, 1983

M18-2(1)-28

July 11, 1983

Mr. G. L. Ruppert
20 East Jackson Blvd.
Chicago, IL 60604

RE: Western Coal Agreement (Working Conditions) of July 11, 1983
Side Letter No. 7

Dear Mr. Ruppert:

Pertaining to our agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6, this confirms our understanding that the Carrier shall apply Section 2(c)(1) of Article III of that agreement in a manner consistent with Rule 57 so that South Morrill crews on a northbound train operated north of Bill, when the train arrives Bill, shall be allowed to stop their train at Bill for a meal period pursuant to Rule 57. Under such circumstances, employees will not be disciplined for eating at Bill before proceeding on their trip north of Bill.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

I CONCUR:

G. L. Ruppert
General Chairman, BLE

DATE: July 11, 1983

M18-2(1)

July 11, 1983

Mr. G. L. Ruppert
20 East Jackson Blvd.
Chicago, IL 60604

RE: Western Coal Agreement (Working Conditions) of July 11, 1983
Side Letter No. 9

Dear Mr. Ruppert:

Pertaining to our agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6, this confirms that trains in this service will be provided an engine radio in the leading unit.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

M17-31(1)-2

July 11, 1983

Mr. G. L. Ruppert
20 East Jackson Blvd.
Chicago, IL 60604

RE: Western Coal Agreement (Working Conditions) of July 11, 1983
Side Letter No. 11

Dear Mr. Ruppert:

In response to your request for this information, this is to advise that the eastward end of North Western's trackage rights on the Union Pacific in the South Morrill, Joyce area is Mile Post 157.26 on the North Platte Branch.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

K1-50(4)2.1

Chicago and Northwestern Transportation Company
Chicago, Illinois

CHADRON, October 20, 1988

Mr. K. K. Krittenbrink
Local Chairman BLE-303
Chadron, Nebraska

Mr. D. D. Olson
Local Chairman UTU-257
Chadron, Nebraska

Mr. T. A. Burkhart
Local Chairman UTU-E-257
South Morrill, Nebraska

Gentlemen:

SUBJECT: Extension of CNW Trackage Rights at South Morrill, Nebraska

This is to advise you that the eastward end of CNW's trackage rights on the Union Pacific's North Platte Branch has been changed from Mile Post 157.26 to Mile Post 156.8.

Yours truly,

D.B. Carlisle
Assistant Vice President
and Division Manager

MWL:vra17-1-16

cc: F. J. Duresky

July 11, 1983

Mr. G. L. Ruppert
20 East Jackson Blvd.
Chicago, IL 60604

RE: Western Coal Agreement (Working Conditions) of July 11, 1983
Side Letter No. 13

Dear Mr. Ruppert:

Article V, Lodging, provides in Section 7 for transportation to alternate lodging in specific circumstances. The purpose of this Side Letter No. 13 is to assure you that the Company will also provide transportation from the alternate lodging facility in the event the circumstances arise which cause Section 7 to be applied.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

K1-50(4)4.1

October 6, 1983

Mr. G. L. Ruppert
20 East Jackson Blvd.
Chicago, IL 60604

Dear Mr. Ruppert:

This confirms our understanding that for the purpose of applying C&NW District BLE Rule 37(h), and for such purpose only, South Morrill and Bill will be deemed to be definite terminals as defined in C&NW District BLE Rule 11.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

I CONCUR:

G. L. Ruppert
General Chairman, BLE

DATE: October 6, 1983

October 6, 1983

Mr. G. L. Ruppert
20 East Jackson Blvd.
Chicago, IL 60604

Dear Mr. Ruppert:

This confirms our agreement of today setting aside the interpretation of C&NW District BLE Rule 37(h) as spelled out in P. L. Board No. 1459 Award No. 43. In the future unassigned engineers will "be considered on duty and under pay as provided in Section (c)" if tied up at an away-from-home terminal not listed in C&NW District Rule 11 even in the event the tie up point is the destination terminal to which the crew was called to operate on that day or trip.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

IN CONCUR:

G. L. Ruppert
General Chairman, BLE

DATE: October 6, 1983

**MEMORANDUM OF AGREEMENT #1610309705
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
FOR THE TERRITORY CHICAGO & NORTH WESTERN
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

Relinquishing Extra Board Assignments — Bill and South Morrill

At the request of the Organization, Carrier is agreeable in adopting the following provision with respect to locomotive engineers at South Morrill and Bill:

Engineers protecting service on extra boards at Bill or South Morrill will be allowed to exercise their seniority at either Bill or South Morrill after having protected service from the extra board for at least thirty (30) consecutive days. Such exercise of seniority will not be permitted within forty-eight (48) hours of a holiday, and only two (2) engineers with a five (5) day period may make such a displacement.

The above conditions will become effective on November 1, 1997 and will thereafter remain in effect unless cancelled by either party with the serving of a ten (10) day advance notice. Additionally, it is understood this agreement is made without prejudice to either party's position and will not be cited as a precedent in any future situation.

Signed this 23rd day of October, 1997.

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:

FOR THE UNION PACIFIC
RAILROAD COMPANY:

B. D. MacArthur
General Chairman

L. A. Lambert
General Director Labor Relations

Union Pacific Railroad Company
Omaha, Nebraska

September 23, 1996

Mr. B. D. MacArthur
General Chairman BLE
217 Fifth Avenue South, Suite 502
Clinton, IA 52732

Dear Sir:

This concerns our discussions regarding South Morrill Engineers tied-up at Bill, Wyoming, their away-from-home terminal. The Carrier is agreeable to apply the following provision:

1. South Morrill Engineers affected by Article III, Section 2, Item C(2) of the 1983 Memorandum Agreement, having been tied-up at their away-from-home terminal of Bill, Wyoming a second time, will be placed first out for service to South Morrill after the expiration of their legal or requested amount of rest. This does not affect the Carrier's ability to deadhead engineers under existing agreements.
2. This understanding may be canceled at any time by either party serving five (5) days written notice upon the other.

If you are in agreement with the above, please sign in the space provided below for your signature and return for disposition.

Yours truly,

J. F. Monahan
Assistant Director Labor Relations
Operating, CNW

AGREED:

B. D. MacArthur
General Chairman, BLE

DATE: October 3, 1996

Union Pacific Railroad Company
Omaha, Nebraska

May 29, 1996
L/R File: 390.90
1625.10

Mr. B. D. MacArthur
General Chairman BLE
217 Fifth Avenue South, Suite 502
Clinton, IA 52732

Dear Sir:

This concerns our discussions regarding the seniority district on the coal line. Your concern was the impact on engineers forced from one location in the seniority district to protect assignments at another location within the district. The Carrier's concern was the ability to regulate manpower needs in an expeditious manner. To accomplish these interests, the parties agree to apply the following understanding:

- A. Bill, Wyoming and South Morrill, Nebraska will be treated as separate working districts. Promotion, demotion and assignment of engineers within each district will be independent of the other district except as provided herein.
- (1) If all demoted engineers in a working district have been returned to the engineer's working list and it is found that additional engineers are still needed in that working district and no applications have been received, the senior demoted engineer from the other district will be required to take a place on the engineer's working list or assignment where the shortage exists. It is understood they may return to their selected working district when an engineer their junior becomes available in their selected district.
 - (2) All vacancies on the coal line seniority territory will be filled by application. Only new assignments such as the establishment of work trains, locals or traveling switchers will be bulletined. Crew Management will determine the needs of service specified in paragraph (1) above.
 - (3) If an engineer is required to take a place on an engineers working list under paragraph (1) above the Carrier will provide lodging at the designated lodging facility for a period not to exceed sixty (60) days.

This understanding may be canceled by one party serving ten (10) days written notice upon the other.

J. F. Monahan
Assistant Director Labor Relations

AGREED:

B.D. MacArthur
General Chairman, BLE

DATE: August 20, 1996

ARBITRATION BOARD NO. 567

PARTIES TO DISPUTE:

Union Pacific Railroad Company
and
United Transportation Union
and
Brotherhood of Locomotive Engineers

QUESTIONS AT ISSUE:

Brotherhood of Locomotive Engineers:

May the Union Pacific Railroad (UPRR) establish new Interdivisional Pool Freight service at the South Morrill terminal and Bill terminal as proposed in Memorandum of Agreement #1607019848, pursuant to Article IX of the BLE Arbitration Award No. 458 dated May 19, 1986 as amended by BLE Implementing Document effective November 1, 1991 which set forth the report and recommendations of Presidential Emergency Board No. 219, as modified by Special Board No. 102-29?

If the answer is yes, under what conditions may such Interdivisional service be operated?

United Transportation Union:

May the Union Pacific Railroad (UPRR) establish new Interdivisional Pool Freight service at the South Morrill terminal and Bill terminal as proposed in Memorandum of Agreement #2607019848, pursuant to Article IX of the UTU National Agreement dated October 31, 1985 as amended by UTU Implementing Document effective November 1, 1991 which set forth the report and recommendations of Presidential Emergency Board No. 219, as modified by Special Board No. 102-29?

If the answer is yes, under what conditions may such Interdivisional service be operated?

Carrier:

Under what conditions may Interdivisional train operation between South Morrill, Nebraska and the coal mines of the Powder River Basin be implemented?

FINDINGS:

Under date of August 7, 1998, the parties to this dispute jointly petitioned the National Mediation Board to establish an Arbitration Board to hear and decide the dispute here involved relating to the proposed establishment of Interdivisional/IntraseNIority Service. The parties agreed upon the undersigned to serve as the Neutral Chairman of this Board. The agreement of the parties establishing the Board clearly provides "The Award of this Board shall contain only the Neutral Member's signature."

The Board met in Washington, D.C., on August 27, 1998. At the hearing Carrier was represented by Director Labor Relations C. R. Wise. The United Transportation Union was represented by General Chairman J. W. Babler. The Brotherhood of Locomotive Engineers was represented by General Chairman B. D. MacArthur. During the hearing the parties presented extensive written submissions and oral arguments reflecting their respective positions concerning Carrier's intent to establish Interdivisional Service between South Morrill, Nebraska, and the coal mines of the Powder River Basin.

The record presented to the Board reveals that on August 14, 1997, Carrier served notice on both organizations (BLE and UTU) pursuant to Article IX of the UTU 1985 National Agreement and the BLE Arbitration Board 458 to establish ID service from South Morrill through Bill, Wyoming. A proposed agreement was sent to the organizations on August 26, 1997. Subsequently meetings were held on September 3 and November 22, 1997, and January 13, April 28 and 29, and May 28, 1998. As a result of these extended negotiations a proposed agreement was reached by the parties. A final edition of the proposed agreement was sent to the organizations on June 28, 1998, in that such agreement was then subject to ratification. The agreement failed to pass the ratification vote. For this record, the Board will refer to the final agreement reached by the parties as "PROPOSAL A."

When the employees failed to ratify PROPOSAL A, Carrier thereafter withdrew PROPOSAL A from further consideration and has submitted to this Board a so-called "Plan B" which it contends contains all of the contractual conditions for Interdivisional Service as stipulated in Article IX of the UTU 1985 National Agreement as well as the BLE Arbitration Board 458.

The organizations have notified this Board that there were three areas which led to the rejection of PROPOSAL A and these three areas are characterized as follows:

- (1) The service between South Morrill and Bill is not ID service, but Carrier receives all the benefits of ID conditions of the proposed agreement. The employees argue that if Carrier elects to relieve a crew at Bill, it should be required to pay this crew mileage to the mine (this is commonly referred to as payment for "district miles").
- (2) The employees allege that the employees at Bill are granted automatic certification for the protection benefits outlined in Article IV of the proposal, while the South Morrill employees at the South Morrill Terminal received no protection benefits but are subject to displacement by Bill employees.
- (3) The employees further allege that overtime is calculated in a less favorable fashion for this group of employees. It is argued that the employees here involved should be compensated overtime after ten (10) hours on runs of 166 miles or greater.

While this Board can certainly understand the feelings of the employees who will be working under the final agreement covering this proposed Interdivisional Service from South Morrill to the mines, the Board must also recognize that it is virtually impossible to satisfy the desires of each employee when negotiating a contract covering many employees. Neither do such negotiated contracts grant to the Carrier all that it desires to secure in order to improve its operations in the most economical manner. The bargaining table is a "give and take" proposition and there is ample evidence that such "give and take" was displayed during the lengthy negotiations between the parties. The Board is confident that the issues raised by the employees, as set forth above, were clearly and concisely presented at the bargaining table and that such issues did not survive. This Board therefore is not inclined at this time to insert such provisions in an agreement which was reached by competent and experienced negotiators for both the Carrier and Organizations.

The Board does believe, however, that the language of PROPOSAL A should be clarified so as to indicate the minimum mileage guarantees for the Interdivisional Service contemplated by the agreement. To assist in this clarification, the Board has revised the language in PROPOSAL A and copies of certain pages of the proposal, necessary to effect this clarification, are attached to this Award. The parties should cooperate in making certain the additional language (shaded for emphasis) is properly incorporated into the agreement and that the language to be omitted (lined out for emphasis) is properly deleted.

While it is true that Carrier has argued before this Board that it has withdrawn PROPOSAL A and is now resting on its so-called Plan B, the Board finds this to be nothing more than an immediate adverse reaction to the notice that PROPOSAL A was not ratified. Carrier likewise has much invested in the bargaining talks which led to the agreement on PROPOSAL A and it is the opinion of this Board that the adoption of PROPOSAL A, as agreed upon at the bargaining table, and amended by this Award, will amply cover its request to implement Interdivisional Service between South Morrill, Nebraska, and the coal mines of the Powder River Basin.

Inasmuch as the Board has made certain recommendations to clarify the language of PROPOSAL A, the Board will retain jurisdiction of this dispute for a period of sixty (60) days following the date hereof so as to permit the Board to assist the parties in finalizing the agreement should such assistance become necessary.

As noted in the Bench Decision rendered at the meeting of this Board on August 27, 1998, and confirmed in an Interim Decision sent to the parties on August 31, 1998, Carrier was granted the right to commence implementation of this Interdivisional Service.

The answer to the questions posed by the Organizations is in the affirmative and the conditions for operation of this Interdivisional service are as set for the in PROPOSAL A as agreed upon by the parties and sent to the Organizations on June 28, 1998, and amended by this Award. (For identification purposes the BLE Agreement bears number 1607019848 whereas the UTU Agreement bears number 2607019848.) The adoption of PROPOSAL A as amended by this Arbitration Board also serves to answer the question posed by Carrier.

F. T. Lynch, Neutral Chairman

DATE: September 29, 1998

**BLE MEMORANDUM OF AGREEMENT #1607019848
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
FOR THE TERRITORY
CHICAGO AND NORTH WESTERN
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**New Interdivisional Pool Freight Operations
South Morrill and Bill, Wyoming**

The Union Pacific Railroad Company (hereinafter referred to as Carrier) and the Brotherhood of Locomotive Engineers (hereinafter referred to as the Organization), pursuant to the provisions set for the in the May 19, 1986 BLE National Arbitration Award, have arranged to implement new interdivisional pool freight service operations between South Morrill, Nebraska, and the Coal Mines of the Powder River Basin.

NOTE: As used in this Agreement the term interdivisional pool freight service includes interdivisional, interseniority district, intradivisional, and/or intraseniority district service.

Accordingly, the new interdivisional pool freight service operations established under this Agreement will be as follows:

ARTICLE 1 — TRAIN OPERATIONS

Section 1 — New Pools

- (a) On the date of implementing this Agreement, new interdivisional pool freight service will be established with a home terminal of South Morrill. Wright and Bill, Wyoming, will be the away-from-home terminals. As set forth in this Agreement, the South Morrill pool will not perform any other service except straightaway pool freight service. The South Morrill Extra Board will protect all other services as well as vacancies in pool freight and unassigned work train service.
- (b) On the same date of implementing this Agreement, new interdivisional pool freight service will be established with a home terminal of Bill. Gillette will be the away-from-home terminal. As set forth in this Agreement, the Bill pool will perform all services with the extra board only protecting vacancies, unassigned work trains and unassigned helper service.
- (c) For purposes of this Agreement and until notified otherwise by Carrier, the lodging facilities at Wright and Gillette will be the designated on/off-duty points.
- (d)(1) The one-way district mileage for these new interdivisional operations will be: South Morrill – Bill = 146; South Morrill – Wright = 188; Bill – Gillette = basic day.
- (d)(2) The above listed one-way district miles will be the minimum mileage for service and/or combination service and deadhead.

Section 2 — Pool Operation

- (a) South Morrill interdivisional pool freight crews will be permitted to operate west (compass direction north) from South Morrill up to but no farther than Reno Junction, BN Mile Post 40.6 (Small Road). Except as provided in Section 6, the crews will operate in straight-away service, tying up at Wright or Bill.
- (b) Bill interdivisional pool freight crews will be permitted to operate west (compass direction north) from Bill to the end of Carrier's line in straight-away service tying up at Gillette or in turnaround service and/or combined deadhead service returning to Bill, Wyoming. Bill pool crews may also operate south to BN Mile Post 90.5 (Trinity Car Shops).
- (c) Interdivisional pool crews at South Morrill and/or Bill may receive or leave their trains at any point within their designated territory. Carrier will provide the crews transportation to/from the on/off duty point which in all cases will be considered in combination with their service trip. The first available means of transportation will be provided to employees.
- (d) Except in those emergency situations outlined in Section 6 of this Article, crews will not be transported/deadheaded by trains. Other forms of transportation will be used and Carrier will avoid, when possible, the use of commercial bus lines.
- (e) South Morrill crews tied up at Bill or Wright and Bill crews tied up at Gillette, will upon call for subsequent service operate and/or deadhead to their home terminal. The crews will not be tied up again at another away-from-home terminal except under the conditions set forth in Section 6 of this Article.

Section 3 — Rotary Pools

- (a) Subject to Section 4 of this Article, the new interdivisional freight service pools under this Agreement will be rotary pool freight service with first in, first out conditions to apply at both the home and the away-from-home terminals. The arrival time of the crews will determine the first in conditions. However, at the request of the Local Chairman and with the concurrence by CMS, the pool at South Morrill may be changed to "blueprint" conditions.
- (b) Employees granted additional rest (over and above the hours prescribed by the Hours of Service Law) at the home and away-from-home terminal, in accordance with Schedule Rules, will be permitted to retain their turn in the pool and in the event it becomes first out prior to completion of the employee's rest, the pool turn will remain in that standing until the employee is available.
 - (1) Employees by-passed by other crews under this Subsection (b) will not be considered runaround.

Section 4 — Selection for Away-From-Home Terminal (AFHT) Crews

As stated in Section 3(a), rotary pool, first-in/first-out conditions will apply at the AFHT's. In this regard, each AFHT will be considered a separate pool for crews and crew selection will be based on rest and the location of the loaded trains for operation east (compass direction south) under the following steps:

- (1) For trains north of BN Mile Post 40.6 (West Reno):
 - first call ... rested AFHT Bill crews at Gillette
 - second call ... rested home terminal pool crews at Bill

- (2) For train at or south of Mile Post 40.6, but at or north of BN Mile Post 52.3 (East Reno):
 - first call ... rested AFHT South Morrill crews at Wright
 - second call ... rested AFHT South Morrill crews at Bill
- (3) For trains south of Mile Post 52.3:
 - first call ... rested AFHT South Morrill crews at Bill
 - second call ... rested AFHT South Morrill crews at Wright

Section 5 — Extra Boards

- (a) The extra board at South Morrill will protect all vacancies in the interdivisional pool as well as short turnaround, unassigned work train and/or other unassigned service. The extra board will also protect all hours of service relief as set forth in Section 6.
- (b) The extra board at Bill, Wyoming, will protect all vacancies in the interdivisional pool, as well as unassigned helper, and/or other unassigned service. The Bill Interdivisional Pool will protect all House of Service relief as set forth in Section 6 under the following conditions:

Section 6 — Hours of Service

- (a) For South Morrill crews relieved under the hours of service between Bill and Mile Post 213, the Bill pool will protect the service in both directions. For relief between South Morrill and Mile Post 253, the South Morrill Extra Board will protect the service in both directions.
- (b) Between Mile Post 213 and 253, Hours of Service relief for South Morrill crews may be performed by either the South Morrill Extra Board or the Bill pool.
- (c) For relieving under Item (a) or (b) above, the following will apply:
 - (1) Trains operating west (compass direction north):
 - If the South Morrill Extra Board is used, the extra board employees will continue the straightaway operation, tying up at Bill or Wright. The South Morrill crew relieved will return to South Morrill, paid no less than 146 miles or time on duty, whichever is greater and placed last out in the pool.
 - If the Bill pool is used, the employees will continue the normal train operation and upon completion of service will be returned to Bill in combined service. The South Morrill crew relieved will be deadheaded in combined service to Bill (paid not less than 146 miles or time on duty, whichever is greater) or Wright (paid not less than 188 miles or time on duty, whichever is greater).
 - (2) Trains operating east (compass direction south):
 - If the South Morrill Extra Board is used, the extra board employees will continue the straightaway operation, tying up at South Morrill. The South Morrill crews relieved will be deadheaded in combined service to South Morrill. If the South Morrill crew took charge of their train at Reno Jct., they will be paid no less than 188 miles or time on duty, whichever is greater. Otherwise, crews will be paid no less than 146 miles or time on duty, whichever is greater.
 - If the Bill pool is used, the employees will continue the straightaway operation and upon arrival at South Morrill will be deadheaded in combined service back to Bill. The South Morrill crews will be deadheaded in combined service to South Morrill and paid as set forth above.

- (d) Except as provided above, when a South Morrill Interdivisional crew is relieved between terminals under the Hours of Service Act, such crew will be considered in combination deadhead and service and will be transported to their intended final terminal except when snow blockage, fire, washout, accident or other Acts of Providence make it impractical. In those emergency situations, when the crew is returned to the initial terminal, the employee will be placed first-out when rested and will be compensated actual miles operated or time on duty, whichever is greater. If the crew is returned to the initial terminal and it was not a result of snow blockage, fire, washout, accident or other Acts of Providence, such employee will be paid for the combined tour of duty no less than 188 miles and placed last out.
- (e) Hours of Service relief for Bill crews will be protected by the Bill pool.
- (f) The first available means of transportation which will be considered in combination with service will be provided to employees relieving or relieved under the Hours of Service.
- (g) Multiple Hours of Service trips are permissible with all time or mileage (whichever is greater) paid on a continuous basis.
- (h) Nothing in this Section prevents the use of other CNW enginemen to perform Hours of Service relief work currently permitted by other agreements, schedule rules and/or National Agreements. Further, it is understood that nothing restricts Carrier's existing right to utilize interdivisional pool freight crews which operate from terminal to terminal from taking charge of a train anywhere between their terminals.

Section 7 — Short Turnaround and Helper Service

- (a) All short turnaround service out of Bill will be performed by the Bill Interdivisional Pool. At South Morrill the service will be protected by the extra board. Multiple short turnaround trips during a tour of duty are permissible with all time or mileage operating (whichever is greater) paid on a continuous basis. Crews utilized for short turnaround service who depart their home terminal a second time after being on duty eight (8) hours will be compensated, in addition to time or miles, an additional basic day's pay.
- (b) Any deadhead/transportation of crews (to/from train) will be considered in combination with their service trip. The first available means of transportation will be used.
- (c) Extra unassigned helper service to be performed by Carrier north and south of Bill will be protected by the Bill Extra Board. It is understood assigned helper service may operate in and out of Bill without additional compensation.

Section 8 — Loading Service

- (a) Carrier may call for crews to perform the loading of coal trains at various mines and if such call is made, Bill interdivisional pool freight crews will protect the service.
- (b) Crews will be provided transportation to and from the various mines and all such service will be combined with time or miles paid, whichever is greater.
- (c) In this loading service, Bill interdivisional pool crews may also operate trains to and from the various mines and/or home terminal of Bill and should such crew depart Bill a second time after being on duty eight (8) hours, the crew will be compensated, in addition to time and miles, an additional basic day.

Section 9 — Operations at Bill

South Morrill Pool freight crews may operate through or be transported back to Bill for tie-up. The crews will be paid actual miles operated with no claims for terminal release. For the initial operation through Bill, this away-from-home terminal will be considered as an intermediate point. Departure and/or terminal runarounds will not apply for crews operating through Bill or for crews who are called on duty at Bill. Bill pool freight crews may also operate south of Bill for Hours of Service or Mile Post 90.5 (Trinity). As in the South Morrill crews, the Bill crews will be paid actual miles with no claims for terminal release and/or departure runarounds at Bill when the crews operate through Bill on the initial service trip.

ARTICLE II — INTERDIVISIONAL COMPENSATION AND GENERAL WORKING RULES

Section 1

The thirty (30) mile zone at South Morrill as specified in the CNW/Union Pacific Merger Agreement will apply to this service.

Section 2

The miles paid in this interdivisional service shall be the actual miles run which includes transportation and combined service and deadhead. Highway miles or rail miles, whichever is greater in transportation and combined deadhead will be paid.

Section 3

The conditions set forth in this Section will apply to the employees engaged in interdivisional service as set forth in this Agreement.

- (a) The basic day, rates of pay and other operating conditions for employees engaged in interdivisional service will be governed by the following agreements:
 - The May 19, 1986 BLE National Arbitration Award
 - The November 7, 1991 BLE Implementing Document
 - The 1992 CNW Memorandum of Agreement (Crew Consist) as amended by the June 6, 1996 Understanding
 - The May 31, 1996 National Agreement
- (b) In order to expedite the movement of trains, all crews operating in this new interdivisional pool freight service the Carrier shall determine the conditions under which employees working in this service may stop to eat. When such employees do not stop to eat, the employees shall be paid an allowance of \$1.50 for the trip as provided in National Agreements.
- (c) Employees working in this interdivisional pool freight service operations will be allowed the applicable away-from-home terminal meal allowances as provided in National Agreements.
- (d) For existing employees overtime in this interdivisional pool freight service shall be computed in accordance with the applicable Agreements, Documents and Awards cited in Subsection (a), or after the expiration of twelve (12) hours on duty, whichever first occurs. For new employees hired on or after the date of this Agreement, overtime will commence in accordance with the aforementioned Agreements, Documents and Awards.

- (e) All arbitraries paid in interdivisional pool freight service will be in accordance with existing agreements as modified by this Agreement, as well as agreements, documents and awards cited in Subsection (a).
- (f) Lodging at Bill and all conditions thereof will be in accordance with the provisions of the BLE July 11, 1983 Coal Line Agreement. Lodging at Gillette and Wright will be governed under the conditions of the Basic Schedule of Agreement.
- (g) For existing employees in this interdivisional pool freight service held at other than their home terminal, they will be paid continuous time for all time held after the expiration of sixteen (16) hours from the time released from duty until time on duty. For new employees hired on after the date of this Agreement, they will be paid a maximum of eight (8) hours held-away compensation in every twenty-four (24) hour period beginning after the first sixteen (16) hours.

NOTE: The term "time on duty" is applicable for train operation not deadheading. On deadheading, held-away ceases upon departure.

- (h) It is understood the term "engaged in interdivisional service" as set forth in this service does not apply to employees performing work train, yard and/or helper service.

Section 4 — On and Off Duty Points

- (a) The on and off duty points of crews engaged in interdivisional service will be the existing facilities at South Morrill and Bill and the lodging facilities at Wright and Gillette.
- (b) For crews tied up at Bill, the computation of final terminal delay shall begin when upon final arrival and when the engine arrives at or passes the entrance to the yard (Mile Post 80.7 from north and Mile Post 85.6 from south).
- (c) For crews arriving at South Morrill, the computation of final terminal delay shall begin when the engine arrives at or passes the entrance to the yard (Mile Post 162.1).
- (d) For crews relieved of their trains on the main line who will be tied up at Bill, Wright and/or Gillette, final terminal delay will commence when the time the crew is relieved of their train. For crews relieved of their trains on the private coal lines, final terminal delay will commence upon entrance of the switch on the private line.

Section 5 — Familiarization

- (a) Upon implementation of this Agreement, any employees who are not qualified on the territory assigned will not be required to lose time or "ride the road" on their own time in order to qualify. The Carrier will determine the number of familiarization trips needed for each employee and for each run. Local union representatives will be advised of the number of trips.
- (b) When possible, a qualified employee working in the same craft from one portion of the new run will ride with a qualified employee from another portion of the run. In this way, the employees will be able to assist one another during familiarization. The applicable additional training allowance to the trainers for such service will be paid.

ARTICLE III — IMPLEMENTATION

Section 1

- (a) The Carrier will post bulletins under the provisions of the current Agreement at least thirty (30) days in advance of the actual date of implementing this Agreement. The bulletin will indicate

the number of new interdivisional pool turns to be established at South Morrill and the number of additional extra board positions to be added to the existing South Morrill extra board.

- (b) The advanced bulletin will also indicate the pool turns and/or extra board position to be abolished at Bill in conjunction with the new positions to be added under Subsection (a) of this Section. This bulletin will also indicate the current employees assigned to the positions which will be abolished.

NOTE: The General Chairman and Local Chairman will be issued copies of the bulletin described in Subsection (a) and (b), above.

- (c) Subsequent to the initial bulletin implementing this Agreement, all future additional pool or extra board positions added to the new interdivisional pool freight service at South Morrill and the offsetting abolishment of positions at Bill, Wyoming will also require the same thirty (30) day advanced notice set forth in Subsection 1 of this Article.
 - (1) If a junior employee at Bill is reduced from the working list and displaces at South Morrill, and Carrier does not subsequently reduce the junior most employee at South Morrill, such displacement will be considered as a force change under this Article with the employee afforded the benefit set forth in Article IV.
 - (2) Positions added at South Morrill which do not result in any offsetting abolishments at Bill or positions added at Bill will be posted and assigned under the normal time frame and procedures set forth in the Basic Schedule of Agreement. It is understood, if Carrier does not receive voluntary application for positions added at South Morrill, it will not be permitted to force a junior employee at Bill who is occupying a pool turn, extra board or helper position. If Carrier chooses to reduce the junior employee at Bill, such action will be considered as the same force change as outlined in Item (1) above.

Section 2

- (a) Employees desiring to apply for any of the new positions established under Section 1(a) and (c) must submit their application to Carrier's Crew Management Office (CMS), with copy to the Local Chairman, within fifteen (15) days from date of bulletin.
- (b) In the event no applications or an insufficient number of applications are received for the new positions, notice will be issued to the senior demoted engineer on the Western #6 Seniority District who are not assigned to any of the new interdivisional pool turns or extra board positions, advising said employees they have been force assigned to the vacant positions. All force assignments will be in accordance with schedule rules.

Section 3

Bulletined positions on existing pool turns and/or extra board positions will be filled by the schedule rules.

Section 4

- (a) Employees assigned to the new positions established under Section 1 of this Article will assume the duties of their new positions at 12:01 a.m. on the effective date.

NOTE: Employees already engaged in service at 12:01 a.m. will complete such service and upon tie-up at the home terminal will assume their new position/terminal.

- (b) Employees not having access to the new positions established under Section 1 as a result of being on a leave of absence, vacation, etc., will be permitted to displace junior employees.

Section 5

The new pool turns and/or extra board positions established by this Article will be placed in the order of the employee's seniority date. In other words, the senior employee on a new pool turn will be placed first while the junior most employee will be placed last out.

ARTICLE IV — PROTECTION BENEFIT PROVISIONS

Section 1

- (a) Each employee at Bill who as a result of this Agreement is assigned to a new position established at South Morrill or who is required (force assigned) to change place of residence from Bill to South Morrill as defined in national Agreements and applicable Job Protection Agreements¹, will be provided the right to elect one (1) of the following Protection Benefit provisions:

Option 1:

Accept the INCOME and HOMEOWNER PROTECTION AND MOVING EXPENSE BENEFITS of the National Agreements and/or applicable Job Protection Agreements, or

Option 2:

Accept the INCOME PROTECTION of the aforementioned Agreements BUT IN LIEU OF THE HOMEOWNER PROTECTION AND MOVING EXPENSE BENEFITS, accept a lump sum allowance of:

- a) \$20,000 for homeowners
- b) \$5,000 for non-homeowners, or

Option 3:

Accept in LIEU OF THE INCOME AND HOMEOWNER PROTECTION AND MOVING EXPENSE BENEFITS of the aforementioned Agreements, a lump sum allowance of:

- a) \$30,000 for homeowners
- b) \$10,000 for non-homeowners

- (b) The election for the Protection Benefit provisions will be made on the election form, which is Attachment "A" of this Agreement.
- (c) Each employee as defined in Subsection (a) of this Section 1 at their request will be provided the election form no later than ten (10) days from the date requested.
- (d) Election of the benefits must be requested and exercised by the employee within one (1) year from the date of relocation.

Section 2

- (a) The term "homeowner" as used in Section 1 is defined as an employee who on the date of implementing this Agreement owned their home or was under contract to purchase a home. Employees who do not own their home or are not under contract to purchase a home are considered as non-homeowners (renters).
- (b) The term "home" as used in any Section of this Article means the single primary residence of the employee which is used for residential purposes only.

¹ Change of Residence – "...means transfer to a work location which is located outside the radius of 30 miles of the employee's former work location."

- (c) If an employee owns or is under contract to purchase and occupies a mobile home on a permanent foundation as his/her residence, such employee will be treated as a "homeowner" under applicable provisions of this Article.

Section 3

- (a) Employees who elect the conditions of Option or 2 will be provided an income test period earnings statement and will be provided income protection (automatic certification) as set forth in the Washington Job Protection Agreement (WJPA) as amended by applicable National and Protection Agreements.
- (b) Employees who elect Option 1 will be provided the Moving Expense Benefits once said employee documents the relocation. In this regard, should there be a controversy with respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the parties signatory hereto and in the event they are unable to agree, the dispute may be referred by either party to a Board of three competent real estate appraisers, selected in the following manner: One to be selected by the Organization and the Carrier, respectively; these two shall endeavor by agreement within ten (10) days to select the third appraiser, or to select some individual authorized to name the third appraiser and in the event of failure to agree, then the Chairman of the National Mediation Board shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

Section 4

- (a) Employees other than those identified in Section 1 of this Article (assigned to South Morrill) who remain headquartered at Bill and who were receiving compensation by the Carrier at Bill on June 1, 1998 will be provided the Income Protection (automatic certification) benefits as set forth in the National Agreements.

NOTE 1:

The Income Protection Benefits awarded to these employees (automatic certification) will commence on the date of implementing this Agreement (Section 1(a)) and each employee's length of protection will be determined in accordance with the terms and conditions of the applicable Protection/National Agreements. For those employees currently furloughed, the protection period will commence as set forth above, but the employees will not receive any protection payment(s) until such time as the employees are recalled to active service.

NOTE 2:

For employees currently working in "borrow-out" status who otherwise would be in active service at Bill, the protection period as described in (1) above, will not commence until such time as their "borrow-out" status terminates and provided, however, they are not subsequently furloughed. If such employees upon returning from a "borrow-out" status is unable to work and is furloughed, the employee will be treated at that time in the same manner as those furloughed employees described in (1) above.

- (b) In lieu of the income protection described above, these employees may a lump sum Income Protection Allowance of \$6,000. Such opportunity for election will be provided by Carrier and the employee will have ten (10) days thereafter to accept the in lieu allowance. Failure to make an election for this allowance within the time frame set forth herein will be considered as the employee declined the in lieu allowance.

Section 5

- (a) There shall be no duplication or pyramiding of benefits by any employee under this Agreement and any other agreement or protective arrangement.
- (b) Employees referred to in this Article who are receiving the protective income benefits prescribed under this Agreement shall, at the expiration of their protective period, be entitled to such protective benefits under the other previous applicable protective agreements provided they have continued to maintain their responsibilities and obligations under the applicable protective agreements and arrangements.

Section 6

Carrier will not require an employee to change his/her place of residence solely for the purpose of having such employee obtain a higher rated position under the Income Protection conditions of this Interdivisional Agreement. Such employee will however be required to obtain the highest rated position at their work location.

Section 7

No employee under this Article will be permitted to receive more than one relocation allowance as the result of this Agreement. Further, employees (other than those required to relocate) who elect Options (2) or (3) under Section 1 of this Article will not be permitted to voluntarily return to Bill for a period of three (3) years from the date such employees received the benefits of Option (1), (2) or (3).

Section 8

In addition to all of the above, all employees holding seniority on the Western District #6 headquartered at Bill and/or South Morrill who are currently under the entry rate provisions of the National Agreements will have such rates raised to 100 percent.

ARTICLE V — GENERAL

Section 1

This Memorandum of Agreement will become effective _____ and, except as otherwise specifically provided, will remain in full force and effect unless amended in accordance with the Railway Labor Act.

Section 2

Where agreements and/or provisions in the Basic Schedule of Agreement(s), as well as any other agreements and/or practices, including the Coal Line Working Agreement (July 11, 1983) are in conflict with this Agreement, the terms and conditions of this Agreement shall govern.

Section 3

The provisions set forth in Side Letter #1 of the July 11, 1983 Coal Line Agreement are not altered in any manner by the Memorandum of Agreement.

Section 4

The provisions set forth in this Memorandum of Agreement are understood to be without prejudice to either party's position on its rights and/or obligations under applicable current Schedule Rules and National Agreements and/or the UP/BLE CNW Merger Agreement of June 3, 1996. It is further understood that the provisions of this Memorandum of Agreement will not be cited as a precedent in any future agreements.

Signed this _____ day of _____, 1998.

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:

FOR THE UNION PACIFIC
RAILROAD COMPANY:

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director, Labor Relations

**MEMORANDUM OF AGREEMENT #1607019808
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
FOR THE TERRITORY
CHICAGO AND NORTH WESTERN
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

CALLING TIME — SOUTH MORRILL INTERDIVISIONAL CREWS

With the adoption of new Interdivisional Freight Service under Memorandum of Agreement #1607019848, the home terminal of some Bill employees will be changed to South Morrill, Nebraska.

While this change is defined as "change of residence" under protective provisions, it is recognized some employees at Bill may not immediately relocate their place of residence to the South Morrill area. As such, these employees will obviously be required to commute a significant distance to work and in recognition of this possibility, Carrier is agreeable in providing these employees whose home terminal was Bill, Wyoming with the opportunity to receive a three (3) hour call for service, rather than the normal call of one and a half (1-1/2) hours. The affected employees who desire this three (3) hour for service must so advise Carrier's CMS office. Once advised, the employees call will remain at three (3) hours unless changed by the employee.

In making this arrangement, it is clearly understood to apply only to those employees at Bill, Wyoming who are now headquartered at South Morrill and only when such employees request the extension of call to Carrier's CMS office. Further, this three (3) hour call provision will terminate after two (2) years from the date the employee was headquartered at South Morrill.

In addition, it is also clearly understood all employees headquartered at South Morrill will not be subject to or file claims for runarounds (board or departure) as a result of some employees receiving three (3) hour calls while others are receiving one and a half (1-1/2) hour calls.

This Memorandum of Agreement is understood to be without prejudice to either party's position and will not be cited as a precedent in the future.

Signed this _____ day of _____, 1998.

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:

FOR THE UNION PACIFIC
RAILROAD COMPANY:

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director, Labor Relations

**MEMORANDUM OF AGREEMENT #1607019862
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
FOR THE TERRITORY
CHICAGO AND NORTH WESTERN
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

REGULATION OF POOLS/EXTRA BOARDS

This is in reference to the new Interdivisional Service under Memorandum of Agreement #1607019848 and your Organization's concern Carrier will not regulate the pool turns/extra board positions sufficiently to provide the employees with reasonable time off at their home terminal. In this regard, Carrier committed to your Organization its Crew Management Office will work jointly with your Organization's local representatives to assure the number of pool turns/extra board positions are consistent with the needs of service and the apportionment of work to eliminate unnecessary short turn fluctuations assignments and to also ensure the employees will have reasonable time off at their home terminals.

In the event your Organization develops a pattern where employees are not having reasonable time off at their home terminals, solely as a result of CMS maintaining insufficient number of pool turns/extra board positions, Carrier assures your Organization adjustments will be made.

It is further agreed CMS will work jointly with the local union representatives when there is an apparent need to reduce pool turns and/or extra board positions based on the average miles being paid.

Signed this _____ day of _____, 1998.

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:

FOR THE UNION PACIFIC
RAILROAD COMPANY:

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director, Labor Relations

**MEMORANDUM OF AGREEMENT #1605029858
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
FOR THE TERRITORY
CHICAGO AND NORTH WESTERN
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

LODGING — INCLEMENT WEATHER

Pertaining to the Memorandum of Agreement #1607019848, this confirms understanding in the event an employee working under this Memorandum of Agreement is unable to return to his/her home due to weather conditions, the employee shall be provided suitable lodging under the existing Lodging Agreements at the Carrier's expense.

The conditions would also apply to employees who previously were at Bill and now at South Morrill and who are under the additional calling time procedures of Memorandum of Agreement #1607019808 (Side Letter No. 1) and who report for service at South Morrill and are subsequently released.

Signed this _____ day of _____, 1998.

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:

FOR THE UNION PACIFIC
RAILROAD COMPANY:

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director, Labor Relations

**MEMORANDUM OF AGREEMENT #1605039858
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
FOR THE TERRITORY
CHICAGO AND NORTH WESTERN
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

EXTENSION OF RELOCATIONS

In reference to Memorandum of Agreement #1607019848 which established new Interdivisional Service, the parties recognize the difficulty of certain Bill, Wyoming employees relocating their families to South Morrill. Accordingly, Bill employees qualified for relocation under of the aforementioned Memorandum of Agreement will be permitted to extend their relocation in that Carrier will provide free lodging at South Morrill for a period not to exceed sixty (60) consecutive days from the date the employee was assigned. Subsequent to this time period, the provisions and requirements of relocation will apply and free lodging will no longer be applicable.

This Agreement is clearly understood to be made without prejudice to either party's position and will not be cited as a precedent in any future situations.

Signed this _____ day of _____, 1998.

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:

FOR THE UNION PACIFIC
RAILROAD COMPANY:

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director, Labor Relations

**MEMORANDUM OF AGREEMENT #1605049858
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
FOR THE TERRITORY
CHICAGO AND NORTH WESTERN
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

WRIGHT, WYOMING — LODGING AND EATING FACILITIES

In reference to Memorandum of Agreement #1607019848 which provided for Wright, Wyoming, to be one of the away-from-home terminals for South Morrill crews, the Carrier recognizes at this time lodging accommodations are not available nor are eating establishments open at all times.

Accordingly, until such time as these items are reached to the satisfaction as required in the Basic Collective Bargaining Agreement as well as National Agreements, South Morrill crews will not utilize Wright as an away-from-home terminal.

Signed this _____ day of _____, 1998.

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:

FOR THE UNION PACIFIC
RAILROAD COMPANY:

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director, Labor Relations

**MEMORANDUM OF AGREEMENT #1605049872
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
FOR THE TERRITORY
CHICAGO AND NORTH WESTERN
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

“MARRIED” POOLS AT BILL

In the past, an agreement was in place for Bill pool crews wherein an individual engineer and conductor would be matched in their separate pools so they could work together. This was referred to as “marrying the pools.”

In adopting Memorandum of Agreement #1607019848, which provides for new interdivisional service at South Morrill and Bill, Wyoming, Carrier is agreeable in again permitting this arrangement at Bill under the following conditions:

- (1) Subsequent to the date of implementing the above Memorandum of Agreement, the Bill Local Chairmen (both BLE and UTU) along with Carrier's Crew Management office (CMS) will reorder all of the Bill pool turns in order to match conductor and engineers together. This reordering will be accomplished to the extent Carrier will always have sufficient rested and available crews to call for service.
- (2) Subsequent to the reordering under Item #1 above and so long as the Bill Local Chairmen (both BLE and UTU) maintain the same number of turns in each pool, reduction in turns will be made by reducing the highest pool number or last car added and new turns will be added to the pools placed last-out. Reordering of the employees in the pools will again be made where necessary between the Local Chairmen and CMS and such will be accomplished to the extent Carrier will always have sufficient rested and available crews to call for service.
- (3) Permanent and/or temporary vacancies on existing turns and/or employees exercising displacement rights into the pools will not result in the reordering process.
- (4) Should a Local Chairman elect to regulate the number of pool turns differently than the other Local Chairman, this “married” pool arrangement will no longer apply. If at a later time the pools are again equalized, reordering of the turns will not be made without concurrence from CMS or after a period of ninety (90) days thereafter, whichever first occurs. When reordering is accomplished, it will again be adopted to ensure Carrier will always have sufficient rested and available crews to call for service.
- (5) If due to the Hours of Service Law, factors governed by the existing Schedule of Agreements and/or emergency situation such as derailments, snow blockages, etc., Carrier is unable to call a matched engineer and conductor, there shall be no claims filed by or in behalf of any employees.

This Agreement is clearly understood to be made without prejudice to either party's position and will not be cited as a precedent in any future situations.

Signed this _____ day of _____, 1998.

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:

FOR THE UNION PACIFIC
RAILROAD COMPANY:

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director, Labor Relations

**MEMORANDUM OF AGREEMENT #1603129974
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
FOR THE TERRITORY
CHICAGO AND NORTH WESTERN
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

ASSIGNED HELPER SERVICE AT BILL

This Side Letter is in reference to the new interdivisional pool freight operations at South Morrill and Bill, Wyoming.

Specifically, it is in reference to Article I, Section 7 — Short Turnaround and Helper Service of Memorandum of Arbitration Board 567 (Agreement No. 1607019848) and more specifically Paragraph C and the conditions under which assigned helper service may be established at Bill, Wyoming.

In order to continue to adequately serve the coal customers in the Powder River Basin and maintain the operation out of the mines, the Carrier and the Organization have agreed to establish regularly assigned Helper service under the following conditions:

- (1) The home terminal and on and off duty points for these Helper assignments will be Bill, Wyoming.
- (2) The starting times, days of assignment, rest days, etc., will be established in cooperation with local management and the representative of the Organization.

Any change in the assignments as described above, either the number of assignments or the starting times or days, will be reviewed locally between the Carrier officers and the local representatives prior to making any changes.

To initiate this service the following schedule will be tried. Regular assignments will be established which consist of three (3) five day per week assignments and one (1) five-day relief assignment as described below:

Job 01

0700 Sunday through Thursday, off days Friday and Saturday

Job 02

1500 Tuesday through Saturday, off days Sunday and Monday

Job 03

2300 Thursday through Monday, off days Tuesday and Wednesday

Job 04 (relief assignment)

Friday and Saturday (0700); Sunday and Monday (1500); Tuesday (2300), off days Wednesday and Thursday

NOTE: Job 03 (2300) will be filled on Wednesday from the extra board.

- (3) Crews operating in this Helper service may operate into, out of and through the home terminal of Bill, Wyoming an unlimited number of times with no penalty.

- (4) The operating limits of these Helper assignments are the east end of the Lusk Ballast Yard at MP 232 and the north end of the BNSF Joint Line at MP 14.7.
- (5) These Helper assignments may shove or assist either BNSF or Union Pacific trains, and may pick up/set out or switch cars and/or units enroute within the limits described above or at Bill Yard.
- (6) These Helper assignments will not provide hours of service relief for Coal Trains, loading or staging of trains, unless all other options are exhausted.
- (7) The rate of pay for this Helper service will be the road switcher (yard rate) and will operate under the conditions provided for road switchers, including guarantee provisions. These Helper jobs will be eligible for overtime after eight (8) hours (regardless of the miles run).
- (8) All transport/deadhead service in connection with the Helper assignments will be considered in combination with the service trip.
- (9) Employees in this Helper service qualify for holiday pay consistent with road switcher agreements.
- (10) Because of the requirements of this particular type of service, and to expedite the movement of trains, engineers in this service will not stop their train to eat except in cases of emergency or unusual delays. Engineers in such Helper service will be paid the prevailing away-from-home meal allowance of \$6.00 for the trip. Crews may become eligible for a second \$6.00 meal allowance when on duty in excess of ten (10) hours.
- (11) Extra second or third helpers may be called at any time of day (without regard to the brackets as described in Item 2) for any duration of time up to the hours-of-service limitations. All of the provisions described above for assigned helper service, will also apply to these extra helpers. This provision applies only to extra helpers called during time periods when assigned helpers are on duty.
- (12) These Helper assignments may be abolished at any time with notification prior to the end of a tour of duty on the preceding day.
- (13) This agreement will be effective on March 15, 1999 and may be canceled by either party with a fifteen (15) day notice.

J. M. Raaz
AVP Labor Relations

Mr. B. D. MacArthur
General Chairman, BLE

**MEMORANDUM OF AGREEMENT #1605019748
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
FOR THE TERRITORY
CHICAGO AND NORTH WESTERN
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**NEW INTERDIVISIONAL POOL FREIGHT OPERATIONS
POKEGAMA — BUTLER**

The Union Pacific Railroad Company (hereinafter referred to as Carrier) and the Brotherhood of Locomotive Engineers (hereinafter referred to as the BLE), pursuant to the provisions set for the in Article IX of the May 19, 1986 National Arbitration Award, desire to implement new Interdivisional Pool Freight Service operations between Pokegama and Butler, Wisconsin.

NOTE: As used in this Agreement the term interdivisional pool freight service includes interdivisional, interseniority district, intradivisional, and/or intraseniority district service.

Accordingly, in compliance with the provisions set forth in the aforementioned National Agreement, the parties hereby agree to the following:

ARTICLE 1 — TRAIN OPERATIONS

The new interdivisional Pool Freight Service operations established under this Agreement will be as follows:

Section 1

- (a) New Interdivisional Pool Freight Service — POKEGAMA, WISCONSIN TO MINNEAPOLIS-ST. PAUL, MINNESOTA AND WISCONSIN RAPIDS, WISCONSIN.
- (b) Spooner, Wisconsin will be discontinued as a home terminal with Pokegama as the new home terminal.
- (c) Minneapolis-St. Paul and Wisconsin Rapids will be the new away-from-home terminals.
- (d) The number of through freight pool engineer turns in this single pool necessary to fulfill the requirements on this new interdivisional operation will be established at Pokegama and manned by employees whose home terminal is Pokegama.
- (e) The number of extra board positions necessary to protect vacancies, including yard service at Itasca as well as extra service will also be established at Pokegama and manned by employees whose home terminal is Pokegama.

NOTE: The existing yard service extra board at Itasca is not affected by this Article.

- (f) All existing pool freight assignments, including extra board positions at Spooner, Wisconsin will be discontinued under this new interdivisional operation.

NOTE: All road assignments headquartered at Altoona will be protected by the Altoona Extra Board.

- (g) Pokegama Interdivisional Pool Freight Service will be a single pool with two (2) far terminals — Minneapolis/St. Paul and Wisconsin Rapids.

- (h) Crews at any of the away-from-home terminals may, upon call for service, be transported to the other away-from-home terminal for train operation to Pokegama. This transportation to the other away-from-home terminal will be considered as combined service and deadhead.
- (i) Crews at any of the away-from-home terminals may also be called to deadhead to the other away-from-home terminal. Such deadhead will be considered as separate and apart deadhead from service.

NOTE 1:

Compensation under this Subsections (h) and (i) will be under the existing schedule rules as amended by National Agreements.

NOTE 2:

Crews will not be transported or deadheaded by train between one away-from-home terminal to another away-from-home terminal. Other forms of transportation will be used and Carrier will avoid when possible the use of commercial bus lines. Further, crews deadheaded between the two (2) away-from-home terminals will not again be deadheaded back to the away-from-home terminal except in emergency situations such as floods and/or derailments.

Section 2

- (a) New Interdivisional Pool Freight Service — WISCONSIN RAPIDS TO BUTLER, WISCONSIN
- (b) Except as provided in Section 3 of this Article, Adams, Wisconsin will be discontinued as a home terminal for the new operation to Butler with Wisconsin Rapids as the new home terminal.
- (c) Butler will be the new away-from-home terminal.
- (d) The number of through freight pool engineer turns in this single pool necessary to fulfill the requirements on this new interdivisional operation will be established at Wisconsin Rapids and manned by employees whose home terminal is Wisconsin Rapids.
- (e) The number of extra board positions necessary to protect all vacancies as well as extra service will also be established at Wisconsin Rapids and manned by employees whose home terminal is Wisconsin Rapids.
- (f) Existing road assignments and extra board positions at Adams which currently protect service to Butler may be reduced in connection with the pool turns and extra board positions added at Wisconsin Rapids.
- (g) The existing extra board positions at Altoona may be reduced in connection with the extra board positions added at Wisconsin Rapids.

Section 3

- (a) New Interdivisional Pool Freight Service — ADAMS TO MARSHFIELD WISCONSIN RAPIDS, BUTLER AND WINONA.
- (b) Marshfield, Wisconsin Rapids, Butler and Winona will be the new away-from-home terminals. Marshfield will be discontinued as a home terminal.
- (c) The number of through freight pool engineer turns in this single pool necessary to fulfill the requirements on this new interdivisional operation will be established at Adams and manned by employees whose home terminal is Adams.

- (d) The number of extra board positions necessary to protect all road/yard vacancies, as well as extra service will also be established at Adams and manned by employees whose home terminal is Adams.
- (e) Adams Interdivisional Pool Freight Service will be a single pool with four (4) far terminals — Marshfield, Wisconsin Rapids, Butler and Winona.
- (f) Crews at any of the away-from-home terminals may, upon call for service, be transported to the other away-from-home terminal for train operation to Adams. This transportation to the other away-from-home terminal will be considered as combined service and deadhead.
- (g) Crews at any of the away-from-home terminals may also be called to deadhead to the other away-from-home terminal. Such deadhead will be considered as separate and apart deadhead from service.

NOTE 1:

Compensation paid to crews under this Subsections (f) and (g) will be under existing schedule rules as amended by National Agreements.

NOTE 2:

Crews deadheaded between the four (4) away-from-home terminals will not again be deadheaded back to another away-from-home terminal except in emergency situations such as floods and/or derailments.

Section 4 — Rotary Pools

- (a) All interdivisional freight service pools under this Agreement will be rotary pool freight service with first in, first out conditions to apply at both the home and the away-from-home terminals.
- (b) Each of the interdivisional pools established under this Agreement will be considered separate pools at the terminals. In other words, Adams crews at Butler and Wisconsin Rapids crews at Butler will not be combined for the first in/first out conditions. Each pool will be separate.

Section 5 — Hours of Service

- (a) Unless otherwise notified, when an employee in Interdivisional Pool Freight Service established under this Agreement is relieved between terminals under the Hours of Service Act, such employee will be considered in combination deadhead and service and will be transported to his/her intended final terminal except when fire, washout, accident or other emergencies makes it impractical and in those situations, when such employee is returned to the initial terminal, the employee will be placed first-out when rested and will be compensated in accordance with existing schedule rules. If the employee is returned to the initial terminal and it was not a result of fire, washout, accident or other emergencies, such employee will be paid for the combined tour of duty no less than the mileage for the district-one-way and placed last out.
- (b) The first available means of transportation will be provided to employees relieved between terminals under the Hours of Service Law.
- (c) Turnaround and hours of service relief for the interdivisional operations established by this Agreement will be performed as follows:
 - (1) When crews are heading toward the home terminal, the protecting extra board will be used.

- (2) When crews are heading toward the far terminal, the extra board at that terminal, if available, will be used in any direction out of the extra board point.

NOTE 1:

Extra board crews used for this service, (1) and (2), may be used for multiple "dogcatches" during a tour of duty.

NOTE 2:

The Minneapolis/St. Paul Extra Board will not be utilized if away-from-home terminal pool crews are available. If pool crews are utilized, Section 3 below will apply. Wisconsin Rapids Extra Board employees will not provide hours of service relief beyond Marshfield, Mile Post 282.3 (west switch at Chestnut Street).

- (3) In the event the extra board is exhausted of available employees, the applicable pool crews will be utilized for this service. If the first-out pool crew is used for this service, the crew may subsequently be used for either a through train or combination service and deadhead or for an additional hours of service relief. Any pool crew used for two (2) consecutive hours of service relief jobs will be placed first out after rest for subsequent service on a through train or deadhead.
- (d) Nothing in this Section prevents the use of the other BLE employees to perform Hours of Service relief work currently permitted by other agreements, schedule rules and/or National Agreements.
- (e) It is understood that nothing in this Section restricts Carrier's existing right to utilize interdivisional pool freight crews which operate from terminal to terminal from taking charge of a train anywhere between their terminals.

Section 6 — Short Turnaround and Helper Service

All short turnaround service will be protected by the applicable extra board.

Section 7 — Wisconsin Rapids Special Operation

- (a) Crews in the Wisconsin Rapids Interdivisional Pool established under Article I, Section 2 of this Agreement may leave/receive their trains at any point from Wisconsin Rapids to Marshfield. The farthest point on the main line, west towards Pokegama will be at Marshfield, Mile Post 282.3 (west switch at Chestnut Street).
- (b) A Wisconsin Rapids crew who leaves/receives their train on the far side of Wisconsin Rapids (towards Pokegama) but within boundary will be allowed the additional miles run or an additional one-half (1/2) day's pay, whichever is greater. The one-half (1/2) day payment will be a separate allowance and will not affect overtime, if applicable. The one-half (1/2) day allowance will, however, nullify any final terminal delay payments. Initial terminal delay payments will cease upon the crew departing on their train.
- (c) No further compensation will be allowed for this special operation to include any claims for "terminal release." In other words, if a Wisconsin Rapids crew goes on duty at their terminal, transported to Marshfield and operates back through Wisconsin Rapids to Butler, no penalty claim or additional allowance will be made except as provided in this Section.
- (d) Initial terminal delay for crews performing service under this Section will be governed by National Agreements and will not again commence when the crews operate back into the Wisconsin Rapids Terminal. For operation back through the terminal, the terminal will be considered as an intermediate point.

Example of Initial Terminal Delay Pay:

Crew goes on duty at 9:00 a.m. Wisconsin Rapids, transported to Marshfield arriving at 10:00 a.m. Crew departs on train at noon. Initial terminal delay payment commences at Marshfield after 1 hour and 15 minutes. This crew is paid initial terminal delay from 11:15 a.m. until noon, 45 minutes pay.

- (e) Departure and/or terminal runarounds will not apply for crews arriving/departing the terminal. Terminal release rules for this operation are also not applicable.

ARTICLE II — INTERDIVISIONAL COMPENSATION AND WORKING RULES**Section 1**

Except as other provided in this Agreement, employees assigned to an Interdivisional Pool Freight Service turn established under this Agreement will not be used off the territory encompassed in this Agreement nor to perform other service except in cases of emergency, and when so used will be guaranteed no less than the earnings of their assignment.

Section 2

The miles paid in Interdivisional Service under this Agreement shall be the actual miles run. Attachment "A" of this Agreement is the listing of mileage between the terminals. The miles listed is not, however, a guarantee of such mileage in the event terminals are changed and/or trackage is reduced.

Section 3

The basic day and rates of pay for employees engaged interdivisional operations will be governed by the provisions of the 1986 National Agreement, the November 7, 1991 BLE National Implementing Document, the 1992 Memorandum of Agreement (Crew Consist) as amended by the June 6, 1996 Understanding and the May 31, 1996 National Agreement.

Section 4

In order to expedite the movement of trains in Interdivisional Pool Freight Service established under this Agreement, the Carrier shall determine the conditions under which employees working in this service may stop to eat. When such employees do not stop to eat, the employees shall be paid an allowance of \$1.50 for the trip as provided in National Agreements.

Section 5

On Interdivisional Pool Freight Service operations established under this Agreement employees in this service will be allowed the applicable away-from-home terminal meal allowances as per provided in National Agreements.

Section 6

For existing employees overtime in this Interdivisional Pool Freight Service shall be computed in accordance with the November 7, 1991 BLE Implementing Document and the May 16, 1996 National Agreement or after the expiration of twelve (12) hours on duty whichever first occurs. For new employees hired on or after the date of this Agreement, overtime will commence in accordance with the November 7, 1991 BLE National Implementing Document and the May 31, 1996 National Agreement.

Section 7

All arbitraries paid in this Interdivisional Pool Freight Service will be in accordance with existing Agreements as modified by the May 19, 1986 National Arbitration Award and the November 7, 1991 BLE National Implementing Document.

Section 8

Lodging and all conditions thereof will be in accordance with the provisions of the existing schedule rules.

Section 9

- (a) For existing employees in this Interdivisional Pool Freight Service held at other than their home terminal, they will be paid continuous time for all time held after the expiration of sixteen (16) hours from the time released from duty until recalled. For new employees hired on after the date of this Agreement, they will be paid a maximum of eight (8) hours held-away compensation in every twenty-four (24) hour period beginning after the first sixteen (16) hours.
- (b) Employees tied up at their away-from-home terminal who are under held away pay and who are subsequently deadheaded to another away-from-terminal will, upon tie-up at the second away-from-home terminal, commence held away compensation. Thereafter, such payments to the employees will continue in the same manner as set forth in Subsection (a) above.

Section 10 — On and Off Duty Points

The on and off duty points of crews engaged in this interdivisional service will meet all of the required provisions of the Schedule of Agreements.

Section 11 — Familiarization

- (a) Upon implementation of this Agreement, any employees who are not qualified on the territory assigned will not be required to lose time or "ride the road" on their own time in order to qualify. The Carrier will determine the number of familiarization trips needed for each employee and for each run. Local union representatives will be advised of the number of trips.
- (b) When possible, a qualified employee from one portion of the new run will ride with a qualified employee from another portion of the run. In this way, the employees will be able to assist one another during familiarization.

ARTICLE III — IMPLEMENTATION

Section 1

- (a) The Carrier will post bulletins under the provisions of the current Agreement at least thirty (30) days in advance of the actual date of implementing this Agreement. The bulletin will indicate the number of new interdivisional pool turns to be established at each location as well as the number of extra board positions.
- (b) The advanced bulletin will also indicate the current pool turns as well as extra board positions that will be abolished in conjunction with the new positions to be added under Subsection (a) of this Section. This bulletin will also indicate the current employees assigned to the positions which will be abolished.

Section 2

- (a) Employees desiring to apply for any of the new positions established under this Article must submit their application to Carrier's Crew Management Office (CMS), with copy to the Local Chairman, within fifteen (15) days from date of bulletin.
- (b) In the event no applications or an insufficient number of applications are received for the new positions, notice will be issued to the junior most employees (reverse seniority order) from the appropriate seniority or working district who are not assigned to any of the new interdivisional pool turns or extra board positions, advising said employees they have been force assigned to the vacant positions. All force assignments will be in accordance with schedule rules.

Section 3

- (a) The new positions for Interdivisional operations established under this Agreement shall be available to prior right seniority district employees. Each seniority or working district involved will be allocated a percentage of the turns and positions, as appropriate, in each pool and on each extra board based on the percentage of miles they had prior to the establishment of this service. The Organization will advise Carrier Crew Management Office of the allocation percentage to apply prior to the bulletin process set forth in Section 1 of this Article. Carrier will also provide necessary mileage reports for the Organization to monitor the allocations.
- (b) Subsequent to the assignments of all positions established under this Article, all further vacancies and/or new positions including assignments to the extra board, will be filled by the schedule rules.

Section 4

- (a) Employees assigned to the new positions established under this Article will assume the duties of their new positions at 12:01 a.m. on the effective date of implementing this Agreement.

NOTE: Employees already engaged in service at 12:01 a.m. will complete such service and upon tie-up at the home terminal will assume their new position/terminal.

- (b) Employees not having access to the new positions established under this Article as a result of being on a leave of absence, vacation, etc., will be permitted to displace junior employees.

Section 5

The new pool turns and/or extra board positions established by this Agreement will be placed in the order of the employee's seniority date. In other words, the senior engineer in a pool will be placed first while the junior most employee will be placed last out.

ARTICLE IV — PROTECTION BENEFIT PROVISIONS

Section 1

- (a) Subsequent to the implementation of this Agreement, each affected employee who as a result of this Agreement resulted in employee being required to change place of residence as defined in National Agreements and applicable Job Protection Agreements¹, will be provided the right to elect one (1) of the following Protection Benefit provisions:

¹Change of Residence – "...means transfer to a work location which is located outside the radius of 30 miles of the employee's former work location."

Option 1:

Accept the INCOME and HOMEOWNER PROTECTION AND MOVING EXPENSE BENEFITS of the National Agreements and/or applicable Job Protection Agreements, or

Option 2:

Accept the INCOME PROTECTION of the aforementioned Agreements BUT IN LIEU OF THE HOMEOWNER PROTECTION AND MOVING EXPENSE BENEFITS, accept a lump sum allowance of:

- a) \$18,000 for homeowners
- b) \$5,000 for non-homeowners, or

Option 3:

Accept in LIEU OF THE INCOME AND HOMEOWNER PROTECTION AND MOVING EXPENSE BENEFITS of the aforementioned Agreements, a lump sum allowance of:

- a) \$28,000 for homeowners
- b) \$10,000 for non-homeowners

- (b) The election for the Protection Benefit provisions will be made on the election form, which is Attachment "B" of this Agreement.
- (c) Each employee as defined in Subsection (a) of this Section 1 at their request will be provided the election form no later than ten (10) days from the date requested.
- (d) Election of the benefits must be requested by the employee within one (1) year from the date of implementing this Agreement.

Section 2

- (a) The term "homeowner" as used in Section 1 is defined as an employee who on the date of implementing this Agreement owned their home or was under contract to purchase a home. Employees who do not own their home or are not under contract to purchase a home are considered as non-homeowners (renters).
- (b) The term "home" as used in any Section of this Article means the single primary residence of the employee which is used for residential purposes only.
- (c) If an employee owns or is under contract to purchase and occupies a mobile home on a permanent foundation as his/her residence, such employee will be treated as a "homeowner" under applicable provisions of this Article.

Section 3

- (a) Employees who elect the conditions of Option 1 or 2 will be provided an income test period earnings statement and if such employees are adversely affected by implementation of this Agreement, they will be provide income protection as set forth by WJPA as amended by applicable National and Protection Agreements.
- (b) Employees who elect Option 1 will be provided the Moving Expense Benefits once said employee documents the relocation. In this regard, should there be a controversy with respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the parties signatory hereto and in the event they are unable to agree, the dispute may be referred by either party to a Board

of three competent real estate appraisers, selected in the following manner: One to be selected by the Organization and the Carrier, respectively; these two shall endeavor by agreement within ten (10) days to select the third appraiser, or to select some individual authorized to name the third appraiser and in the event of failure to agree, then the Chairman of the National Mediation Board shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

Section 4

- (a) Employees other than those identified in Section 1 of this Article (not required to change place of residence) who are assigned to a new position under this Agreement and/or whose position was abolished as a result of this Agreement, will upon request be provided an income test period earning statement and if such employees are adversely affected by implementation of this Agreement, they will also be provided the Income protection as set forth by WJPA as amended by applicable National Agreements.
- (b) In lieu of the income protection described above, employees may elect at the time it is established they are adversely affected to accept a lump sum Income Protection Allowance of \$2,000. Such opportunity for election will be provided by Carrier and the employee will have ten (10) days thereafter to accept the in lieu allowance. Failure to make an election for this allowance within the time frame set forth herein will be considered as the employee declined the in lieu allowance.

Section 5

- (a) There shall be no duplication of benefits receivable by any employee under this Agreement and any other agreement or protective arrangement.
- (b) Employees referred to in this Article who are receiving the protective income benefits prescribed under this Agreement shall, at the expiration of their protective period, be entitled to such protective benefits under the other previous applicable protective agreements provided they have continued to maintain their responsibilities and obligations under the applicable protective agreements and arrangements.

Section 6

Carrier will not require an employee to change his/her place of residence solely for the purpose of having such employee obtain a higher rated position under the Income Protection conditions. Such employee will however be required to obtain the highest rated position at their work location.

ARTICLE V — GENERAL

Section 1

This Memorandum of Agreement will become effective July 31, 1997 and, except as otherwise specifically provided, will remain in full force and effect unless amended in accordance with the Railway Labor Act.

Section 2

Where agreements and/or provisions in the Basic Schedule of Agreement(s), as well as any other agreements and/or practices, are in conflict with this Agreement, the terms and conditions of this Agreement shall govern.

Section 3

The provisions set forth in this Memorandum of Agreement are understood to be without prejudice to either party's position on its rights and/or obligations under applicable current Schedule Rules and National Agreements and/or the UP/BLE CNW Merger Agreement of June 3, 1996. It is further understood that the provisions of this Memorandum of Agreement will not be cited as a precedent in any future agreements.

Signed this 31st day of July, 1997.

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:

FOR THE UNION PACIFIC
RAILROAD COMPANY:

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director, Labor Relations

ATTACHMENT "A"
MILEAGE FOR INTERDIVISIONAL OPERATION

FROM	TO	MILEAGE
Pokegama	Minneapolis/St. Paul	155
Pokegama	Marshfield	185
Pokegama	Wisconsin Rapids	220
Marshfield	Wisconsin Rapids	36
Marshfield	Minneapolis/St. Paul	340
Wisconsin Rapids	Minneapolis/St. Paul	376
Wisconsin Rapids	Butler	165
Butler	Marshfield	201
Adams	Marshfield	88
Adams	Butler	113

**MEMORANDUM OF AGREEMENT #1605019708
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
FOR THE TERRITORY
CHICAGO AND NORTH WESTERN
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

CALLING TIME — POKEGAMA POOL FREIGHT CREWS

With the adoption of the new Interdivisional Freight Service under Memorandum of Agreement #1605019748, the home terminal of operations under Article I, Section 1 was changed from Spooner, Wisconsin to Pokegama, Wisconsin.

While this change is defined as "change of residence" under protective provisions, it is recognized that current employees may not relocate their place of residence to the Pokegama area. As such, these employees will obviously be required to commute a significant distance to work and in recognition of this possibility, the Carrier is agreeable in providing the existing employees whose home terminal was Spooner, Wisconsin with the opportunity to receive a three (3) hour call for service, rather than the normal call of one and a half (1-1/2) hours. The affected employees who desire this three (3) hour call for service must so advise Carrier's CMS office. Once advised, the employees call will remain at three (3) hours unless changed by the employee.

In making this arrangement, it is clearly understood to apply only to the existing employees at Spooner, Wisconsin and only when such employees request the extension of call to Carrier's CMS office.

In addition, it is also clearly understood employees will not be subject to or file claims for runarounds (board or departure) as a result of some employees receiving three (3) hour calls while others are receiving one and a half (1-1/2) hour calls.

The Memorandum of Agreement is understood to be without prejudice to either party's position and will not be cited as a precedent in the future.

Signed this 31st day of July, 1997.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

FOR THE UNION PACIFIC
RAILROAD COMPANY:

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director, Labor Relations

Side Letter No. 2

**MEMORANDUM OF AGREEMENT #1605019762
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
FOR THE TERRITORY
CHICAGO AND NORTH WESTERN
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

REGULATION OF POOLS

This is in reference to the new Interdivisional Service under Memorandum of Agreement #1605019748, specifically the following quoted provisions in Article I which state in pertinent part:

"The number of through freight engineer turns in this single pool necessary to fulfill the requirements of this new interdivisional operation ..."

"The number of extra board positions necessary to protect ..."

It is your Organization's concern Carrier will not regulate the pool turns/extra board positions sufficiently to provide the employees with reasonable time off at their home terminal. In this regard, Carrier committed to your Organization its Crew Management Office will work jointly with your Organization's local representatives to assure the number of pool turns/extra board positions are consistent with the needs of service and the apportionment of work to eliminate unnecessary short turn fluctuations assignments and to also ensure the employees will have reasonable time off at their home terminals.

In the event your Organization develops a pattern where employees are not having reasonable time off at their home terminals, solely as a result of CMS maintaining insufficient number of pool turns/extra board positions, Carrier assures your Organization adjustments will be made.

Signed this 31st day of July, 1997.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

FOR THE UNION PACIFIC
RAILROAD COMPANY:

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director, Labor Relations

Side Letter No. 3

June 27, 1997

Mr. Lynn Lambert
General Director
Union Pacific Railroad
Omaha, NE

RE: Lodging — Inclement Weather

Dear Sir:

Pertaining to the proposed Memorandum of Agreement #1605019748 between the Union Pacific Railroad Company and the UP — CNW Brotherhood of Locomotive Engineers, this confirms our understanding that, in the event an employee working under Memorandum of Agreement #1605019748 who is unable to return to his home due to weather conditions, the employee shall be provided suitable lodging under the existing Lodging Agreements at the Carrier's expense. If you are agreeable to this understanding, please sign below.

Yours truly,

B.D. MacArthur
General Chairman, BLE

I CONCUR:

L. A. Lambert, General Director
Labor Relations—UP

DATE: July 31, 1997

