

AGREEMENT

BETWEEN

GREAT NORTHERN RAILWAY

COMPANY

AND ITS

ENGINEERS

As Represented By

General Committee of Adjustment,
Brotherhood of Locomotive Engineers

REPRINTED JANUARY 1, 1955

Including interpretations or supplemental agreements showing effective

RATES OF PAY DECEMBER 16, 1953

RULES OCTOBER 15, 1954

Printed in U.S.A.

SCHEDULE FOR ENGINEERS

This agreement, with respect to rates of pay, shall become effective October 1, 1955, rules October 15, 1954, superseding all previous agreements, special rulings and interpretations in conflict therewith, and the following rules will govern the pay of engineers and define their rights as agreed to, understood and arranged between the Great Northern Railway, by its officers, and the Committee of the Brotherhood of Locomotive Engineers, whose names are attached hereto and who represent all of the engineers employed by the said railroad, and will continue in effect until thirty

s after written notice shall have been given by either party hereto asking for a change.

(b) Locomotive Equipped with Boosters.

It is further agreed that the weight on all other 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 on truck so equipped will be added to weight on drivers.

RULE 2(a), Electric Locomotives Passenger.

Engineers employed on electric locomotives in passenger service to be paid the passenger rates shown in preceding table, based on weight on drivers. In the application of the rates for various driver weights in electric locomotive service, the total weight on drivers of all units operated by one engineer shall be the basis for establishing the rates.

(b) Electric Unit.

Electric car service, whether operated in multiple unit or single unit, to be paid minimum rate in preceding table according to class of service.

(c) Motor Car Rate.

All motor cars used in passenger service operated under train rules by engineers, regardless of whether operated by gasoline, steam, electricity or other motive power, to be paid minimum rate in preceding table.

(d) Minimum Rate for Engineers and Motormen Operating Motor or Electric, Cars in Multiple Unit Passenger Service.

Engineers or motormen operating motor or electric cars, whether in multiple or single unit passenger service, shall be paid a basic daily rate of \$16.17 with a daily guarantee of \$17.43. (Effective October 1, 1965).

NOTE: This rate of pay does not apply to engineers or motormen operating motor or electric cars in single unit passenger service according to interpretation dated September 15, 1948, of Wm. M. Leferson, Chairman of Emergency Board.

RULE 3(a). Freight Rates. Various Classes of Service.

Rates for engineers in through and irregular freight, pusher, helper, mine run or roustabout, all

unassigned passenger service except as provided for in Rule No. 74(m), work, wreck, construction, snow plow, circus trains, trains established for the exclusive purpose of handling milk and all other unclassified service shall be as per Rule 1, freight rates.

NOTE: Refer to Rule 19 for snow service.

(b) Effective October 1, 1955, the minimum daily earnings from all sources, for each day to which service payments are credited, of locomotive engineers (motormen) in local freight, mine run, wreck, work, helper and road switcher (not including pool, chain gang or converted) service, and not now subject to other guarantees, shall be \$18.49.

NOTE: The term "local freight service" includes road service paid local freight rates, subject to the exclusions set forth above.

RULE 4. Way Freight Differential.

On way freight runs, designated by Rule 21, 56 cents per hundred miles or less shall be added to the through freight rates, according to class of engines; miles over 100 to be paid for pro rata.

RULE 5. Mountain Differential.

Between Skykomish and Merritt, Clancy and Woodville, Essex and Summit, the rate for all engines and motors and rotary snow plows will be 10% in excess of the above rates. The same thing to apply to any other grade of 1.8 % or greater, but only for the actual distance covered by such grades.

RULE 6. Butte Yard Rates.

Special rate switch engineers Butte Yard; hill service and hill and lower yard combined service, yard rate for class of engine used plus ten percent; lower yard, yard rate for class of engine used. (Effective April 1, 1956).

RULE 7. Rate Rotary Plows.

Engineers running rotary snow plows will receive \$17.16 per day of 8 hours or less; locomotive engineers to have preference.

RULE 8. New Type Locomotives.

If a type of locomotive is introduced on the Great Northern Railway which formerly was not in use on this railway, and the rates herein provided are less than those in effect on other roads in the territory, the rates on the other roads shall be applied.

RULE 9. More Than One Class of Road Service.

AWARD of Board of Arbitration established under July 17, 1952 arbitration agreement in accordance with Agreements of May 23, 1952 with Engineers, Firemen and Conductors, on the matter of MORE THAN ONE CLASS OF ROAD SERVICE, dated at Washington, D. C., December 3, 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:

1. 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 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, 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
(SIGNATURES NOT REPRODUCED)

NOTE: Any dispute arising as to the meaning or the application of the provisions of this Award shall be disposed of as provided for in Section 7 of the Arbitration Agreement dated July 17, 1952.

RULE 10. Passenger Freight Shipments.

When it is desired to handle freight shipments, moving on freight billing under freight tariffs, upon trains assigned or run as passenger trains, the following special rules will apply:

If such shipments are handled in cars not equipped for regular movement in passenger trains, the handling of such equipment constitutes a freight train movement. If such movement is only occasional or incidental, freight rates will be paid for the trip in accordance with the classification of freight service rendered, but without change in assignment or application of freight rules at terminals. If such freight movement is regularly part of the work of the train, assignment of run and application of rates and rules will be made as provided for freight train service.

If such shipments are handled in cars equipped for regular movement in passenger trains, the run will be assigned, and operated as to rules and terminals, as passenger train, but there shall be added to the regular passenger rate the differentials as shown below for the actual mileage over

which the freight service is performed. Through service as there shown shall be understood to mean the handling of shipments on that **run** in unbroken carloads; local service shall be understood to mean the handling of shipments of commercial LCL freight and/or Company material, loaded or unloaded by the engine or train crew during the entire trip.

It is understood and agreed that these special rules do not apply to milk and cream or similar commodities handled on special billing as "passenger train freight" or "waybilled baggage", nor to commodities of any kind handled on express billing. It is further understood and agreed that this rule does not apply to passenger equipped cars which are returned empty, nor to the incidental return movement of less than carload merchandise returned to its proper destination account carried by In error, and is without prejudice to the proper application of combined service Rule 9.

If trains are run composed of passenger equipment only, but handling only fast freight as provided herein, they will be classified and operated as passenger runs, subject to the differential rate provided.

BASIC DAY, GUARANTEES AND OVERTIME ROAD SERVICE

RULE 11 (a). Basic Day, Passenger.

One hundred miles or less (straightaway **or** turnaround), **five** hours or less, except as **provided** in **paragraph** (c) of this rule shall constitute a day's work, miles in excess of one hundred will be paid **for** at the mileage rate provided, according to class of engine.

(b) Passenger rates, guarantee.

In all passenger service, the earnings from mileage, overtime or other rules, applicable, for each day service is performed, shall be not less than \$15.73 for engineers.

In applying the \$15.73 minimum for engineers in passenger service, it **is** Intended that on assignments where men run so as to make only the equivalent of a single trip in one direction each day, they shall be paid the guaranteed minimum for each single trip.

EXAMPLES

On a 100 mile division men double the road Monday, lay over Tuesday, double Wednesday and lay over Thursday, etc. They should be allowed the minimum for each leg of their turn-around trip.

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

(c) Overtime **Short Turn-around** Passenger Service.

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

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

NOTE: "Interval of release from duty" must be actual release from performance of service and notice of such release must be given employees prior to commencement of such interval. It is not

necessary that such reliefs be incorporated as part of bulletin nor made a daily requirement of such assignment.

EXAMPLES OF TURN-AROUND RUNS IN PASSENGER SERVICE OF 80 MILES OR LESS

(1) A passenger crew is in short turn-around service, making several turns from 7 A.M. to 5 P.M., and is relieved 61 minutes at some period during the day.

But 60 minutes is deductible from the 10 hours, and the crew is entitled to 60 minutes overtime.

(2) A passenger crew is in short turn-around service from 8 A.M. to 8 P.M., is relieved during this period several times for a few minutes- 10, 15, 25 and in one case 59 minutes-but due to the fact that they were not relieved over one hour in any one period, continuous time is allowed, and the crew is entitled to four hours overtime.

(3) A crew is in short-turn-around passenger service. The day begins at 6 A.M. Crew is relieved at 9 A.M., again goes on duty at 3 P.M., and is finally released at 8 P.M.

This crew is on duty or held for duty three hours in the first nine consecutive hours, between 6 A.M. and 3 P.M., therefore no overtime accrues under the eight hour provision; is entitled to five hours overtime for the period from 3 P.M. to 8 P.M. Pay crew actual miles run with a minimum of 100 and 5 hours overtime.

(4) For some reason on a given day this crew is kept on duty in its regular assignment from 6 A.M. to 2:30 P.M. and again goes on duty at 3:31 P.M., finally released at 8:05 P.M.

This crew has made 9 hours, or 60 minutes overtime in the first nine consecutive hours; in addition to this has made five hours and five minutes overtime after the expiration of the first nine hours (3 P.M.) or a total of 60 minutes, plus 5 hours 5 minutes, equaling 6 hours 5 minutes overtime for the trip. Pay actual miles run, with a minimum of 100 and 6 hours 5 minutes

overtime.

(5) A crew is on duty 7 A.M. to 3:30 P.M., resumes duty at 6 P.M. and is relieved at 7 P.M.

The crew is on duty 8 hours 30 minutes within the first 9-hour period, producing 60 minutes overtime in this period for the reason that the interval of release from duty does not exceed 1 hour within the first nine hours. Time in excess of 9 consecutive hours (4 P.M. to 7 P.M.), 3 hours, making a total of 4 hours overtime. Pay actual miles run with a minimum of 100 and 4 hours overtime.

(6) A passenger crew is on duty from 6 A.M. to 12 noon, resumes duty at 1:30 P.M. (60 minutes is deducted), released at 7 P.M.

The time in excess of 9 consecutive hours is 4 hours, making a total of 4 hours overtime. Pay actual miles run with a minimum of 100, 4 hours overtime.

Allowance

(7) A to K-distance, 55 miles

Called 7:00 A.M.

Worked 7:00 A.M. to 10:00 A.M. 60 miles

Left A at 10:00 A.M.

Arrived at K 12 noon 55 miles

Worked 12 noon to 1:01 P.M.

Left K at 1:10 P.M.

Arrived A 3:00 P.M. 55 miles

Worked 3:00 P.M. to 3:25 P.M.

Released 4:00 P.M. 20 miles

Total 190 miles

When eight-within-nine hour rule applies and incidental service is permissible under the schedules or practices of individual roads. time consumed in such incidental or additional service and paid for separately, should not be included in calculating time under the eight-within-nine hour rule.

NOTE: In above examples allow five miles preparatory time and if inspection of engine is performed by engineer, allow 15 minutes more.

(d) Basis of Overtime-Other Passenger Service.

Engineers on other passenger runs shall be paid overtime on a speed basis of twenty (20) 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 (5) hours from the time of first reporting for duty.

(e) Overtime Minimum Rate.

Overtime in all passenger service shall be paid for on a speed basis of 20 miles per hour,

computed continuously from the time required to report for duty until released at end of run, on a minute basis, at one-fifth of the daily rate per hour according to class of engine used.

RULE 12(a). Beginning and ending of day, other than passenger and switching.

In all classes of service, other than passenger and switching, engineers' time will commence at the time they are required to report for duty and shall continue until the time the engine is placed on the designated track or they are relieved at terminal. All advance call time rules are superseded, and the management may designate the time for reporting for duty.

All engineers' arriving time will be taken from the roundhouse register and not from the conductor's register or train sheet, except when engines are taken by hostler, in which case conductor's register or train sheet will govern.

(b) Basic day and overtime freight service.

In all classes of service designated in Rule 3, 100 miles or less, eight hours or less (straight-away or turnaround) shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to class of engine or other power used.

On runs of 100 miles, or less, overtime will begin at the expiration of eight hours; on runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12 ½.

Overtime shall be paid for on the minute basis, at an hourly rate of 3/16 of the daily rate, according to class of engine or other power used.

RULE 13(a). Automatic Release.

Engineers arriving at terminals or end of run are automatically released, except as provided in paragraphs (b) and (c) of this rule. Under this rule it is agreed that the Company will be allowed to run engineers to first siding out of regular terminal to pick up trains set out account of blocked yard, and run through terminal with same.

NOTE: Automatic release on arrival at a terminal does not apply to a work train. However, when an engineer runs a train of work equipment to the terminal at the end of his seniority district and **is** then required in an emergency to go beyond such terminal and off his seniority district as a work train, he is entitled to a new **day** beyond the terminal.

(b) Assigned Turn-around Service.

This will not prevent the assignment **of** engineers to a succession **of** short **trips** out **of** a terminal, provided that second or any succeeding trip shall leave the terminal within eight hours from the time called to leave designated track on first trip, or provided the actual miles run are less than 100, otherwise the additional run will be considered as commencing a new day. Engineers so assigned not to be run around by each other at their terminals. The term "assignment" as used in the foregoing, applies where there are 15 or more days' continuous service.

Engineers on regularly assigned turn-around runs, not including chain gang service, will be compensated on a straightaway basis in each direction (plus any other earnings, including arbitraries, provided under Schedule rules) when the mileage from the assigned point **for** going on duty to the turn-around point is 100 miles or more.

(c) Short Trips and Turn-arounds-Pool or Irregular Freight Service.

Engineers in pool or irregular freight service may be called to make short trips and turnarounds with the understanding that one or more turn-around trips may be started out of the same terminal and paid actual miles, with a minimum of 100 miles for the day, provided (1) that the mileage of all the trips does not exceed 100 miles; (2) that the distance run from the terminal to the turning point does not exceed 25 miles; (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.

RULE 14 (a). Passenger, short trip before regular trip.

Passenger engineers, required in emergencies to make **a** short **trip** in addition to regular trip, before commencing regular trip, will be paid for same at overtime rates, in addition to pay for regular trip. If used for any other than their own connecting train, it will be considered a new trip and paid for as such.

EXAMPLE: No. 43, Cut Bank to Whitefish, has engine failure at Columbia Falls. Engineer who was to handle train west of Whitefish goes to Columbia Falls and handles train through to Troy. Latter receives mileage or time Whitefish to Columbia Falls and return in addition to his regular mileage. Engineer who has engine failure receives mileage Cut Bank to Whitefish.

(b) Additional short trips.

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 wrecking car or carmen, or on account of a derailment when such conditions arise in connection with their own train, will be paid therefor actual time or miles, whichever is the greater, at one-eighth of the daily rate, independent of and in addition to compensation for the regular road trip.

RULE 15. Side or Lap-Back Trips.

When an engineer is required to make a side or lapback trip between the terminals of his run, he will be paid therefor actual time or miles, whichever is the greater, at the pro-rata rate, independent of and in addition to compensation for the regular road trip. It is understood and agreed that overtime will be computed and paid for on the basis of the regular mileage of the trip, exclusive of miles made on the side or lap-back trip.

The foregoing paragraph will not apply where side trip or lap-back trip is made a part of a regular assignment, nor when trains run between the same terminals over an alternate route.

Engineers required to double their trains en route or assist another train will be paid miles or hours, whichever is the greater, with a minimum of one (1) hour, at pro rata rate, independent of and in addition to regular road trip.

When a regular assigned engineer in helper service between his terminals makes a side trip off his assigned district from an intermediate point in extra freight service, such side trip shall be paid for as a separate **day** account used in other service outside of assigned district.

On turn-around assignment, extra trip from turnaround point, when outside of assigned territory, is an additional day.

INTERPRETATION NO. 1:

A chain gang engineer may be required to make a side trip as part of his regular assignment provided he is notified of such side trip when called; and the mileage of such side trip will be added to and made a part of the regular trip. But if notified to make such side trip after leaving initial terminal, such side trip will then be paid as provided in first paragraph of the rule.

INTERPRETATION NO. 2:

Lap-back compensation will be computed from the point that the forward movement of the complete train **is** stopped, and from the time that the engine is cut off **at** that point for a movement in either forward **or** reverse direction and return, until the time the engine **is again** coupled up at the same point, less any time not **directly** connected with **or** attributable to the lap-back movement such as eating, station switching, etc.

RULE 16(a). Branch line guarantee.

Branch line runs will be guaranteed 3000 miles each month so assigned. Engineers held for assignment, and not used on same, will be paid for line miles of assignment, but not to be less than a minimum day for each day held, in addition to the 3000 mile monthly guarantee.

If engineers are notified before completion of the previous day or trip that their assignment will not be run, the daily line mileage guarantee of the assignment will not be allowed.

Engineers shall not be run off their respective branches to make up any deficit In the 3,000 miles monthly guarantee herein provided.

NOTE: Branch line guarantee is not applicable to branch line unassigned service when such unassigned service amounts to less than three trips per week. The assignment of a crew exclusively to branch line service, regardless of number of days assigned, or the operation of unassigned service on a branch line to the amount of three or more trips per week, requires the application of the minimum branch line guarantee for such branch line service, prorated on a monthly basis between employees performing service in the same manner used in prorating of regular and continuously assigned branch runs.

All arbitraries and/or special allowances must be computed and included in fulfilling the branch guarantee, **as** the miles paid for are aggregated to fill out the 3,000 **miles** monthly.

(b) Branch line engines to or from repair points.

When necessary to run branch line engines **light to and from** repair points for the purpose of washout or repairs, continuous time or miles in addition to pay for trip will be allowed, both going and returning; detention rule to apply in passenger service at branch line junction points.

If engine is used to handle train or assist engines hauling more than regular tonnage, service between junction points and repair points will be considered as new trip and be paid as such.

RULE 17. Circus trains.

Engineers handling circus or theatrical trains that stop to exhibit will be paid 12 hours or 150 miles for each move, including loading and unloading of circus. Miles run in excess of 150; hours In excess of 12 will be paid as per Rule 12 (b). If less than 16 hours is used in the last move, actual time will be paid as per Rule 12 (b), with a minimum of 100 miles. Engineers used in other service during the time circus is exhibiting shall be paid extra therefor, according to class of service performed. Engineers handling these trains that do not stop to exhibit between terminals will be paid at through freight rates.

RULE 18. Work Train Guarantee.

Engineers on work trains will be paid as per Rules 1 and 12(b), and while assigned to such service, they are guaranteed a minimum of eight hours pay for each calendar day; except where the laws of any state, nation or country prohibit Sunday work, no service being performed, no

time will be allowed.

EXAMPLE-31 DAY MONTH

Work 20 days, make 120 miles per day 2400 miles

Held for work service 5 days 500 miles

Worked 6 days, makes 125 miles per day 750 miles

Total allowance 3650 miles

If inspection of engine is performed **by** engineer 15 minutes more will be allowed at one-eighth of the **daily** rate per hour.

Engineers assigned to work service **will** not be thrown into pool for over Sunday or any other time simply **for** the purpose of avoiding the guarantee under work train rules.

Regularly assigned work trains may be annulled **on** the following holidays without payment to the engineer assigned or break in the continuity **of** the assignment:

New Year's Day, Washington's Birthday, Memorial Day, **July** 4th, Labor Day, Thanksgiving Day, Christmas. Should the holiday fall on Sunday, Monday will be observed as the holiday under this agreement. Should the holiday fall on Saturday, payment will be made for Saturday under the provisions of the rule.

Should a holiday fall on Thursday, and no service required or performed between Wednesday and the following Monday, and service is resumed on Monday, the continuity of the assignment will not be considered as broken.

INTERPRETATION:

A temporary work train crew may be set up to perform ditching service, say for 4 days one week,

and then set up another crew the following week to load or unload rail and/or track material, as an example, without payment of the guarantee allowances under this rule. On the other hand, if there is 4 days consecutive ditching service to be performed during the 4 days preceding Saturday and Sunday, and there is another 4 days ditching service consecutively, commencing on Monday in the following week, the assignment should be bulletined when it is known there will be 10 days work, and the engineer assigned to the position should be paid the guarantee on the Intervening Saturday and Sunday.

Accordingly, when it is known that work train service will be established for 10 days or more, such service will be bulletined in accordance with the governing schedule rules, and under the same procedure followed prior to the inauguration of the 5-day week for non-operating employees. However, when the work train service is less than 10 days, it is unnecessary to bulletin the job or make any guarantee payments under the respective guarantee rules.

(See Appendix I, Page 117, and Appendix N, page 146.)

RULE 19 (a). Snow Plow Service.

Engineers assigned to snow plow service will be paid at through freight rates for each calendar day held in readiness for use. While on duty in such service, they will be paid for time or mileage made at freight rates as per Rules 1 and 12 (b), and in addition thereto a sixty-four cent (64¢) per basic day differential will be added to the through freight or local way freight rate of pay when snow plow service is performed incidental to service for which either the through freight or local way freight rate is payable.

The above is applicable to engineers of engines pushing rotary, Russell and wedge plows, and snow dozers or Jordan spreaders being pushed or pulled in snow removal.

The sixty-four cent (64¢) per basic day difference payment does not apply to work trains used in clearing yards or station facilities of snow, handling gangs engaged in sloping snow cuts or moving snow fences, or when snow equipment not in service is being handled in a train.

(b) Not Handle Trains Pushing Large, Snow Plows.

Engineers running large snow plows that they cannot see over from engineer's seat will not be required to pull trains, except in case of emergency.

RULE 20(a). Helper Service.

Engineers in helper service under this schedule are those handling engines which help passenger and freight trains on heavy grades where such helper service is regularly employed. Engines double-heading or helping trains in emergencies will not be considered helpers. Where engineers run first in first out on trains where helper engines are regularly employed, taking either train engine or helper as their turn comes around, they will be paid road rates.

(b)

1. This rule, exclusive of "paragraph 5", applicable only to engineers on regular

assigned helper service jobs that are scheduled to tie up at other than the source of supply of extra engineers.

2. Regularly assigned helper service engineers, who are available for service the entire

month, will be paid a monthly guarantee of 3200 miles. If a regularly assigned helper engineer, who is available for service the entire month, does not earn the equivalent of 3200 miles, such engineer will be compensated the difference between the actual mileage earned and the minimum guarantee established by this rule.

3. When two or more regularly assigned engineers perform service on the same regularly

assigned helper job and guarantee is payable, the guarantee will be pro-rated on the basis of the number days that each engineer is assigned to the helper job, except that guarantee mileage will not be pro-rated to engineers who have earned in excess of the pro-rata guarantee equivalent for the number of days protecting the assignment. As an example, Engineer "A" protects the

assignment 12 days and earns 1400 miles. Engineer "B" Protects the assignment 18 days and earns 1600 miles. Guarantee of 200 miles on the assignment is payable to Engineer "B", none to Engineer "A", because he earned in excess of the pro-rated guarantee equivalent.

4. It is understood that when the combined total mileage paid to all regularly assigned engineers on the same assignment (or assigned turn, when there are two or more engineers assigned on a first-in, first-out basis) equals or exceeds 3200 miles on each turn, **no** guarantee is payable.

5. Extra list engineers protecting temporary vacancies will be paid the equivalent of the number of days protecting the temporary vacancy times 105 miles, when not earning the equivalent of 105 miles per calendar day. For example:

Paid Paid

(1) (2)

1st day 220 miles 110 miles

2nd day None None

3rd day 220 miles 110 miles

4th day None 110 miles

5th day 110 miles 110 miles

Total 550 miles 440 miles

NOTE: These examples are by way of illustration, and not by way of limitation.

Under the examples listed in Column (1) no guarantee would be payable to the extra list engineer. However, under the example listed in Column (2) the extra list engineer would be compensated 85 miles guarantee because 5 times 105 miles equals 525 miles, and he earned but

440 miles.

RULE 21 (a). Way Freight Guarantee and Definition.

Where way freight trains are designated or specified and for any cause are not run, engineers of other trains that perform the work of way freight trains shall receive the way freight rate of pay; and provided no local service is performed by engineers of other trains, the first freight engineer departing from terminal after midnight will receive the local freight rate as per paragraph (b) of this rule. "Freight engineer" will not include an engineer leaving terminal in work train or deadhead service.

Way freight rates will be allowed on the following runs:

MESABI DIVISION:

Between:

Superior and Minneapolis.

Superior and Cass Lake.

Swan River and Virginia.

Kelly Lake and Grand Rapids.

421's extra east Kelly Lake or Virginia to Superior between the dates of November 15th and **April** 15th of each year.

ST. CLOUD DIVISION:

Between:

Minneapolis and Hutchinson.

Minneapolis and St. Cloud.

Minneapolis and Milaca.

St. Cloud and Fargo.

Sauk Centre and Cass Lake.

Sandstone and Willmar.

WILLMAR DIVISION:

Between:

Minneapolis and Willmar.

Willmar and Breckenridge.

Benson and Watertown.

Watertown and Huron.

Morris and Browns Valley.

Breckenridge and Aberdeen.

SIOUX CITY DIVISION:

Between:

Willmar and Garretson.

Garretson and Sioux City.

Sioux Falls and Yankton.

Watertown and Garretson.

DAKOTA DIVISION:

Between:

Cass Lake and Grand Forks.

Barnesville and Noyes.

Breckenridge and Crookston Yard.

Crookston Yard and Warroad.

Breckenridge and Page.

Page and Devils Lake.

Fargo and Larimore.

Page and New Rockford.

Fargo and Portland Junction, including Chaffee **Line**.

Fargo and P. A. Tower.

Grand Forks and Devils Lake.

Grand Forks and Neche.

Grand Forks and Walhalla.

Larimore and Hannah.

Lakota and Sarles.

Church's Ferry and St. John.

York and Dunseith.

Rugby and Antler.

Towner and Maxbass.

Granville and Sherwood.

MINOT DIVISION:

Between:

New Rockford **and** Minot.

Devils Lake and **Minot**.

Minot and Williston.

Berthold and Crosby.

Stanley and Grenora.

MONTANA DIVISION:

Between:

Williston and Cut Bank.

Baffiville and Opheim.

Bainville and Watford City.

Dainville and Richey.

Saco and Hogeland.

BUTTE DIVISION:

Between:

Havre **and** Great Falls.

Great Falls **and** Laurel.

Great Falls and Butte.

Great Falls and Sweet Grass.

Moccasin and Lewistown.

KALISPELL DIVISION:

Between:

Cut Bank and Troy.

Troy and Hillyard.

Bonnors Ferry and Port Hill

SPOKANE DIVISION:

Between:

Hillyard and Wenatchee.

Wenatchee and Oroville.

Wenatchee and Mansield.

MARCUS DIVISION:

Between:

Hillyard and Kettle Falls.

Kettle Falls and Nelson.

Kettle Falls and Republic.

CASCADE DIVISION:

Between:

Wenatchee and Leavenworth.

Skykomish and Interbay.

Seattle and Tacoma.

Tacoma and Vancouver, **Wash.**

Everett and Vancouver, B. C.

Anaeortes and Rockport.

Pacific Coast R.R. Co.

KLAMATH DIVISION:

Between:

Klamath Falls and Bend.

Klamath Falls and Bieber.

(b) It is agreed that on main lines, way freight rates will apply six days per week In each direction. Main lines under this rule are as follows:

Minneapolis and Willmar

Willmar and Breckenridge

Breckenridge and Casselton

Casselton and New Rockford

New Rockford and Minot

Minneapolis and Fargo, via Osseo and St. Cloud Fargo and Minot, via Grand Forks and Devils Lake

Minneapolis and Superior

Superior and Cass Lake

Cass Lake and Grand Forks

Crookston and Noyes

Crookston and Barnesville

Willmar and Sioux City

Minot and Havre

Great Falls and Butte

Great Falls and Billings

Great Falls and Sweet Grass Line Jet.

Great Falls and Havre

Havre and Delta, Washington

Interbay and Vancouver, B. C.

Interbay and Vancouver, Washington

Hillyard and Grand Forks, B. C.

Bend and Bieber

When main line way freight service is assigned to a regular engineer, such engineer will be paid at the way freight rate as assigned, whether run or not. Such payment of the regularly assigned engineer, whether or not service is performed, will constitute compliance with the requirement of number of days service per week, so far as the days of the assignment are concerned, and the first chain gang engineer after midnight will not claim the way freight rate for the same day and territory.

(c) It is agreed that a way freight train being "run as assigned" means run within twelve hours of its schedule or specified leaving time and that when not run within such time, providing it is physically possible to run any trains, the guarantee has not been fulfilled and an additional day is payable. It is understood the 12-hour period will end when the engine reaches the main track switch connection with the yard where the road trip begins.

(d) Conversion Rule.

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

A. Picking up or setting off cabins or caboose cars at initial or final terminal.

B. Picking up cars at first point or setting off cars at last point at which cars are picked up or set off respectively, within the initial or final terminal.

C. At foreign line junction points not exceeding four in number, when interchange cars only are picked up and/or set off.

D. Setting out defective cars at any point.

E. Doubling hills.

F. Setting out or picking up cars (but not setting out and picking up at the same point) for the purpose of adjusting the tonnage of the train to established engine ratings.

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

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

3. In passenger or through or irregular freight service where commercial LCL freight and/or company material is loaded or unloaded by the engine or train crew during the entire trip

engineers will be paid local freight rates.

4. There shall be no conversion except as specifically covered **by** this rule.

YARD AND TRANSFER SERVICE

RULE 22(a). Basic Day Yard.

Eight hours or less shall constitute a day's work in yard service.

(b)-1. Overtime Yard.

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

(b)-2. Overtime Yard-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:

(A) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

(B) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this paragraph (B), shall not apply to employees paid road rates, but governed by yard rules.)

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

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

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

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

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

NOTE (2): The adoption of this rule shall not affect any existing rule in the schedule of any individual carrier relating to service performed on a succeeding trick when **an** employe's relief fails to report at the **fixed** starting time.

NOTE (3): Existing rules and practices for regular **engineers** are not changed hereby.

(c) Special Allowances.

Where it has been the practice or rule to pay **a yard** engine crew, or either member **thereof**, arbitraries **or** special allowances, or to allow another minimum **day for** extra or additional service performed during the course **of** or continuous after the end of the regular **assigned** hours, such practice or rule is hereby eliminated, **except** where such allowances are for Individual service, **not** properly within the scope of yard service.

RULE 23(a). Assigned Hours, Yard.

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.

(b) Resume duty after 16 hours work.

Regular yard engineers required to work sixteen hours will resume work when their rest period is up under the Federal Law, and then be permitted to work eight hours or paid therefor.

RULE 24 (a). Starting Time.

Regularly assigned yard crews shall 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.

(b) Yard Transfer Crews.

The sentence contained in paragraph (a) of this rule, reading "Practices as to handling of transfer crews are not affected **by** this section," is understood and agreed to mean that yard or transfer crews called or assigned under the provisions of Rule 28 may be used In combined yard and transfer service to the extent and under the limitations therein provided, without conflict with this rule.

(c) Three Shift Assignments.

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.

(d) Two Shift Continuous Assignments.

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

(e) Two Shift Non-Continuous Assignments.

Where two shifts are worked, not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 A.M. and 10:00 A.M., and the second not later than 10:30 P.M.

(f) Independent Assignment.

Where an independent assignment is worked regularly, the starting time will be during one of the

periods **provided** in paragraphs (c) or (e).

(g) Single Crew Assignments.

At points where only one **yard** crew is regularly employed, they can be started at any time, subject to sixteen hours advance notice.

(h) Time Standards.

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.

(i) Unit Starting Time.

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

(j) Extra Yard Engines.

Additional or extra switch engines may be started at any hour other than between 12:00 midnight and 6:30 A.M. An extra engine is understood to be one not regularly assigned, as provided in paragraph (a) of this rule, and not continued in service in excess of five days. An extra engine put on and continued in service for five consecutive calendar days thereby becomes a regular assignment if continued **in** service thereafter. Cessation of such service for a single day after the five consecutive days continuous service will not be considered a break in the continuity of such service. If the regular assignment thus set up is to be continued as a six day assignment, the assigned day off will be designated not later than the close of the fifth day's service. Extra engines automatically becoming regular assignments under this rule will thereupon be subject to all the provisions of paragraph (c), (d), (e), (f) and (g) of this rule.

(k) Regular Assignments.

Regularly assigned switch and transfer service per week, bulletined for either six or seven days service and will be paid the days of the assignment as bulletined, except that such assignments may be annulled on New Year's Day, Fourth of July, Thanksgiving Day and Christmas Day, without cancellation of the assignment and without payment for those days if no service is performed. When partial service is worked on such holidays, the senior engineer regularly assigned to that shift will be used. In yards where a five-day work week is in effect for yardmen, enginemen assigned must be assigned a minimum of six days per week. (See Appendix R, page 163.)

(l) Cancellation of Assignment.

When regular yard or transfer assignments are cancelled or annulled, regularly assigned engineers thereon will be so notified prior to going off duty the last day before such cancellation or annulment becomes effective. If not so notified, they will be allowed a minimum day at the rate of pay of their assignment for the following day, and will not exercise seniority until the close of their assignment on such day.

NOTE: The following agreed examples illustrate application of rule 24 M :

EXAMPLES:

1. An extra engine worked for five consecutive days, not worked the sixth day, but **did** work the seventh day, and no notice of it being a six **day** assignment posted. Such engine became a regular seven day assignment at the end of the fifth day, and the sixth day must be paid for under paragraph (k) of this rule.

2. An extra engine worked for five consecutive days, not worked the sixth day, but did work the

seventh day, and notice posted of It being a six **day** assignment with the sixth day lay over. Such **engine** became a regular six day assignment at the end of the fifth day and the sixth day not payable account assigned day off.

3. An extra engine worked for five consecutive days, worked the sixth day but not worked the seventh day and no notice of six day assignment posted at the end of the fifth day. Such engine became a regular seven day assignment at the end of the fifth day and the seventh day must be paid for under paragraph (k) of this rule.

4. An extra engine worked for five consecutive days worked the sixth day, not worked the seventh day and notice of six day assignment posted designating seventh day as layover day. Seventh day not payable account assigned layover day.

5. An extra engine worked for five consecutive days, and continued on the sixth or seventh day and no notice of assignment made, and such continued service started at other than the starting time designated in this rule for regular assigned service. Such continued service must be paid for as of the close of the starting time period for the shift upon which actually started on the sixth or seventh day and the extra engineer first out at that hour is entitled to a runaround if not used for such service.

RULE 25. Lunch Period.

Yard engineers will be allowed 20 minutes for lunch between four and one-half and six hours from time of starting work, without deduction in pay. Lunch period must be given and completed within the specified one and one-half hour period. If no lunch period has been permitted up to 5 hours, 40 minutes from starting time, employes are then entitled to stop work for twenty minutes at that time for such purpose. Engineers in yard and transfer service will not be required to work more than two hours overtime continuous with their regular shift without being allowed a second twenty minute period to eat.

RULE 26 (a). Point Beginning and Ending Duty

The **pay of** yard engineers shall continue until they **reach** the point at which they start work and yard engineers shall have a designated place for going on and **off** duty. The point for going on and **off** duty will be **governed** by local conditions. In certain localities instructions will provide that yard engineers will report at the hump; other report at **yard** office; others at engine houses and ready tracks. It **is** not considered that the place to report will be confined to any definite number of feet, but that the designation will indicate a definite and recognized location.

(b) Time Commences and Ends.

Switch engineers' time will commence 15 minutes before engine is ordered to leave roundhouse track, or any other designated track, or at the time they begin work **if** they do not report at the time specified, and will end 15 minutes after delivery on designated roundhouse track; the 15 minutes being allowed for inspection of engine.

RULE 27. Yard Engineers In Road Service.

Where regularly assigned to perform service within switching limits, yard engineers shall not be used in road service when road crews 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 there**from** for the time consumed in said service.

A road engineer is available when rest is up and **is** subject to call.

NOTE: The following excerpt from Interpretation No. 2 to Supplement No. 24 to General Order No. 27 of the Director General of Railroads is applicable to Rule 27.

QUESTION 21: How does Article XX(b) of Supplement 24 to General Order 27 apply in following examples:

(a) Work five hours in yard, then used in road service four hours, making 20 miles; total spread,

nine hours?

(b) Work three hours in yard, then used In road service two hours, making 10 miles, return to yard for four hours; total spread, nine hours?

(c) Work seven hours in yard, then used In road service three hours, making 18 miles; total spread, 10 hours?

(d) Work two hours in yard; used in road service 30 minutes, making 5 miles; returns to yard and works two hours; again used in road service for one hour, making 10 miles; then returns to yard and works two hours and 30 minutes; total spread, eight hours?

(e) Work one hour in yard; used in road service for one hour, making 20 miles; return to yard and work five hours; again used in road service for two hours, making 15 miles; total spread, nine hours?

(f) Assigned from 7:00 A.M. to 3:00 P.M.; work two hours in yard; used in road service for one hour, making 10 miles; returns to yard and works four hours; again used In road service for five hours, making 26 miles; relieved at 7:00 P.M.; total spread, 12 hours?

(g) Assigned from 7:00 A.M. to 3:00 P.M.; work one hour in yard, used in road service nine hours, making 30 miles; relieved at 5:00 P.M.; total spread, 10 hours?

DECISION: Under Article XX(b) yard engine crews regularly assigned to perform service within switching limits would be paid:

(a) Eight hours at straight yard rates, one hour at yard overtime rates (time and one-half), and four hours at pro rata road rates.

(b) Eight hours at straight yard rates, one hour at yard overtime rates (time and one-half), and two hours at pro rata road rates.

(c) Eight hours at straight yard rates, two hours at yard overtime rates (time and one-half), and three hours at pro rata road rates.

(d) Eight hours at straight yard rates, one hour at pro rata road rates for first road service and one hour at pro rats, road rates for second road service.

(e) Eight hours at straight yard rates, one hour at yard overtime rates (time and one-half), 20 miles at pro rata road rates for first road service, and two hours at pro rata road rates for second road service.

(f) Eight hours at straight yard rates, four hours at yard overtime rates (time and one-half), and six hours at pro rata road rates.

(g) Eight hours at straight yard rates, two hours at yard overtime rates (time and one-half), and nine hours at pro rata road rates.

QUESTION 22. If yard crews who are regularly assigned to perform service within switching limits are used in road service when road crews are available, how shall they be paid?

DECISION: Except in cases of emergency, yard crews should not be used in road service when road crews are available, but whenever used in road service, yard crews should be paid for the service under provisions of **Article XX (b)**.

QUESTION 23. Article XX(b) reads in part: "**Where** regularly assigned to perform service within **switching** limits," etc., what is the meaning of "regularly assigned"?

DECISION: Engine crews who may properly **be** called and used in service within switching limits **for** which yard rates are paid, shall be considered as "**regularly assigned**" under application of this rule.

QUESTION 24: What is the intent of the **words** "road service" as used in this section?

DECISION: Any service for which road rates are **paid**.

NOTE: Refer to Rule 31 (g) (1), Interpretation 2.

RULE 28 (a). Definition of Transfer Service.

Transfer service is understood to mean the local hauling movement of trains of cars between two or more disconnected yards or sub-yards for further local handling **by** train yard or Industrial switch engines. Train yard **or** industrial switch engines making trips in the performance of their switching work between yards, or **yards** and Industries, will not be considered in transfer service. Yard rates to apply to belt and transfer service.

(b) Transfer Assignments.

Transfer assignments, as now constituted, **include such** service between the following points:

Saint Paul: Between Como Yard or points East **of** Como Yard and Hamline, W. P. E. Shop Yard, Koppers Coke, **or** Fair Grounds, or points West thereof.

Como Yard and Omaha East St. Paul, Omaha Western Ave., Q Daytons Bluff Yard, Milwaukee Pigs Eye Yard, Great Western Belt Yard, or Great Western State St. Yard.

Minneapolis:

Union Yard or points West of Union Yard and Hamline, W. F. E. Shop Yard, Koppers Coke, or Fair Grounds, or points East thereof.

Minneapolis: Between Union Yard or points East **of** Union Yard, and Lyndale **or** Cedar Lake Yards.

Mpls. Jct. or points East **of** Mpls. Jct. and Soo Line Shoreham **Yard**, N. P. Northtown Yard, **or** G. N. Fridley Yard.

Cedar Lake Yard or points **East** thereof and Hopkins.

Superior and Allouez: Superior or points west **thereof** and all points east **of N. P. St.** Louis Bay Bridge.

Superior and Central Ave. **Tower**, Saunders or Allouez.

Saunders and Allouez.

St. Cloud: St. Cloud and State Reformatory, Veterans' Hospital or Tileson Mill Spur; also Rockville for granite shipments to or from the granite companies.

Fargo: Fargo and Armour Packing **Plant** or Union Stockyards at **West** Fargo.

Spokane: Spokane and **Hillyard, or Northern** Pacific Yard.

Everett: Delta Yard and Lowell **or** Pacific Avenue.

Seattle: Interbay Yard and King St. **or** points South thereof.

Tacoma: Tacoma and Tacoma Municipal Railway, or Northern Pacific Yard, or Milwaukee Yard and Interchange.

(c) Rate of Pay.

Such transfer assignments will be paid as per schedule Rule 28 (a). If additional assignments are set up under paragraph (a) of this rule, between points other than those named herein, the limits of such assignments shall be negotiated as a supplement to paragraph (b) **of** this rule.

(d) Regular Assignments.

So far as the requirements of the service **will** permit, transfer work, as above defined, will be performed by employees regularly assigned thereto. If **such** transfer **work** requires temporary additional service, for which extra employees are called, such extra employees will **be paid** as

per paragraph (c) of this rule.

(e) Combined Transfer and Yard Service.

If the transfer service on a transfer assignment, or on a call of an extra crew for transfer service, is insufficient to fill a minimum day's work, such assignment may be filled out with switching service, provided that payment for service on each day so used, other than on the assignment at Saint Cloud, (1) shall be on the basis of yard or road rate, whichever is higher; (2) that such combined service shall be subject to schedule Rule 24, yard starting time rule; (3) that such combined service shall be subject to schedule Rule 26, time commences and ends. If used in such combined service on the transfer assignment at Saint Cloud, payment for service on each day so used, (1) shall be on the basis of yard rate; (2) that such combined service shall be subject to schedule Rule 12 (a), beginning and end of day; (3) that on days on which such combined service is performed, there shall be added an arbitrary allowance of one hour at time and one-half rate in addition to regular yard allowances, as above provided, and without deduction therefrom. If an engineer regularly assigned in or called for extra switching service is required to perform transfer service within the yard limits in which assigned, he will be paid for combined service in like manner. If used in transfer service outside of the yard limits in which assigned, he will be paid as provided by schedule Rule 27. This is without prejudice to proper application of schedule Rule 27 in road service other than the transfer service herein provided.

(f) New Westminster Yard Engine.

The terms of the special agreement dated March 17, 1941, regarding engineers assigned to New Westminster yard engines are hereby reaffirmed, see Appendix H, page 116.

(g) Changing Engines, Yard and Transfer Service.

Yard and transfer engineers required to change engines after departing from the designated Point for going on duty and prior to returning to the designated point for going off duty, for the purpose of moving the engine to the roundhouse or servicing point for routine repairs, wash-out, monthly or periodical inspection, will be allowed a 30-minute arbitrary at 1/8th of the daily rate, based on the weight on drivers of the largest engine handled on that tour of duty in addition to all other payments. No additional allowance will be paid under this rule when engines are changed

because of mechanical failures, break-downs, and conditions wherein the motive power on that particular tour of duty cannot complete the shift. Neither will the additional allowance provided herein apply when it is necessary to change engines on account of operating characteristics, including track curvature, light rail, bridges of restricted tonnage, improper clearance, and so forth.

The following questions and answers will illustrate the intent of the application of this rule:

1. Will the 30-minute arbitrary apply when engines are exchanged at the designated point for going on and off duty?

ANSWER-The arbitrary allowance will not **apply** regardless **of** the reason **for** the **exchange**.

2. Yard engineers going on duty at Lyndale Junction, performing service on an engine that becomes disabled at Cedar Lake Yard during the tour of duty. Engineer on a combination yard transfer run from Minneapolis Junction to Cedar Lake Yard and return exchanges engines at Cedar Lake, completing trip Cedar Lake to Minneapolis Junction with the partially disabled engine. How will the arbitrary allowance be applied?

ANSWER: Due to the emergency, the arbitrary allowance of 30 minutes will apply to the engineer on the yard-transfer run only. The same principle to apply where an engineer on either a yard, transfer, or combination yard-transfer assignment is required to change engines with other engineers within the switching limits.

3. Will the arbitrary allowance provided herein apply to any engineer when engines are sent out from the roundhouse or servicing point solely for the purpose of changing off, even though it may be for the purpose of moving the regular engine to the shop point for repairs, Inspection, servicing, and so forth?

ANSWER: No.

4. Engineers in yard-transfer service from Interbay to Seattle to Interbay. At Seattle engineer is required to change engines with a regularly assigned yard or yard-transfer crew assigned to commence and terminate work at Seattle. The exchange of engines at Seattle is made for the purpose of moving the other engine to the servicing point for repairs, wash-out, or periodical inspection. How will the arbitrary allowance apply?

ANSWER: The arbitrary allowance will apply to both engineers. However, if exchange is made during the time that the Seattle engineer is not on duty the arbitrary allowance will not apply to this engineer.

5. When streamlined trains are turned on the wye at Vancouver, B. C., by yard engineers without using their regularly assigned engine, simply by transferring to the road engine already attached to the train. Will the arbitrary allowance apply to these engineers?

ANSWER: No, except that the engineers will be paid the daily rate, based upon the weight on drivers of the largest engine handled.

This rule does not contemplate **any change** in the existing practice of hostling, fueling, servicing and making minor repairs to yard and transfer engines at Union Yard and Lyndale Junction in Minneapolis, or S. C. & P. Division Street at Spokane and Hillyard yard tracks at Frances Avenue.

NOTE: See Appendix "T" for agreement governing compensation to engineers changing engines en route in Road Service.

TERMINAL SERVICES AND ALLOWANCES-ROAD CREWS

RULE 29(a). Preparatory Time, Passenger.

Engineers in Passenger service will be paid 5 miles at schedule rates for preparing engine before leaving engine terminals, provided time of trip is computed in hours.

(b) Inspection Time, Freight and Passenger.

Engineers in freight and Passenger service will be allowed 15 minutes for inspecting engines after arriving on designated track. Payments under this rule at one eighth of the daily rate per hour. Arriving time on designated track to be shown on timeslips and roundhouse register. Final terminal delay will also stop at this time. (Effective October 16, 1955)

RULE 30(a). Switching, Turn on Wye, Terminals.

When road engineers are required to perform switching service or turn their trains on wye before commencing or after the end of any run, payment will be as follows: If trip is computed in miles, actual time so engaged on the minute basis at the rate of one-eighth of the daily rate in addition to pay for trip; if trip is computed in hours, such time will be paid for in freight service as per Rule 12(b); if in passenger service, as per Rule 11(d), (e).

A passenger train routed to its final terminal station or point of release by a roundabout route does not thereby perform service payable under this rule, as such move was not performed, "after the end of the run". Any additional mileage thereby run should be added to the usual direct route mileage between initial and final terminals.

When a freight train is coupled up and ready to go, its movement, either in whole or in part, by road engine to "warm up" the train is not terminal switching within the meaning of the rule.

Arbitrary for terminal switching is not allowable in work train service.

(b) Switching at Turn-Around Points.

When passenger engineers are required to perform switching service not connected with their own trains at turn-around points, allowance will be as follows: If trip is computed in miles, actual time so engaged on the minute basis at the rate of one-eighth of the daily rate in addition to pay for trip; if trip is computed in hours, as per Rule 11 (d), (e).

(c) Switching Improperly Made up Passenger Train.

Passenger engineers who take a train out **of a** terminal without being properly switched and are required to switch same in station order for the distant terminal **or** points beyond shall be compensated for such service **on the basis** of terminal time in addition to pay for the **trip**.

EXAMPLES-FREIGHT SERVICE ONLY

(1) Required to report at A at 7 A.M., switches at A until 9 A.M., leaves A at 9 A.M., runs to B 100 miles. relieved at B at 3 P.M.

Compensation: 100 miles plus 2 hours switching at former rates.

(2) Required to report at A at 7 A.M., switches at A until 9 A.M., leaves A at 9 A.M., and runs to B 100 miles, relieved at B at 4 P.M.

Compensation: 100 miles plus 2 hours switching at former rates, such allowance being greater than 1 hour overtime at one and one-half times.

(3) Required to report at A at 7 A.M., switches at A until 9 A.M., leaves A at 9 A.M., and runs to B 100 miles, relieved at B at 4:20 P.M.

Compensation: Either 100 miles plus 2 hours switching at former rates or 100 miles and 1 hour and 20 minutes road overtime at $\frac{3}{16}$ of the daily rate per hour, because the money value of the former allowance and the money value of the road overtime at $\frac{3}{16}$ of the daily rate are equal.

(4) Required to report at A at 7 A.M., switches at A until 9 A.M., leaves A at 9 A.M., and runs to B 100 miles, relieved at B at 5 P.M.

Compensation: 100 miles plus 2 hours overtime at $\frac{3}{16}$ of the daily rate per hour. In this case the money value of the road overtime at $\frac{3}{16}$ of the daily rate exceeds the allowance of two hours switching at former rates.

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

Reference is made to Twin City Switching Agreement effective July 1st, 1930 (see Appendix D), Coast Line Switching Agreement effective May 1st, 1938 (see Appendix E), and Portland-Vancouver **Switching Agreement** effective May 1st, 1938 (see **Appendix F**), **which** are hereby reaffirmed.

(d) Switching Limits.

1. At points where yard service is now maintained, switching limits, as shown in paragraph (2), will not be changed other than by negotiation and agreement with the authorized representatives

of the employes. At points where no yard service is now maintained, but is hereafter established, the switching limits in such yard shall be the yard limits as they exist at the time of establishment of such service; thereafter such switching limits will not be changed other than by negotiation and agreement with the authorized representatives of the employes. The existence of switching limits will In no way be deemed a prohibition against road enginemen handling their own trains in or through such limits.

2. Terminal Location of Switching Limits

Duluth West 6155 ft. west of Saunders in-
Superior terlocking tower.

Allouez East to end of track.

Saunders

Kelly Lake 3648 ft. west of west end of depot
(Gunn Line).

12745 ft. west of west end of depot
(Swan River Line).

14588 ft. east of west end of depot
(Casco Line).

2000 ft. east of east yard switch,
not including mine spurs (Virginia Line).

T. C. Terminals East to end of track St. Paul.

West 3597 ft. west of M.P. 19 including Hopkins Line (Willmar Line).

West 5636 ft. west of Junction
switch (Osseo Line).

West 2638 ft. west of west switch
Fridley (East Side Line).

Note: Snelling Ave., St. Paul, **is the** dividing line between St. **Paul** and Minneapolis **Yards**, **except** St. Paul switch **crews** perform **switching in G. N.**

Hamline Yard and State Fair Grounds; Minneapolis crews perform switching W.F.E. Hamline Shop Yard, and Koppers Coke plant.

Willmar 10859 ft. east of east end of depot

(Main Line).

11443 ft. west of east end of depot

(Main Line).

9127 ft. south of east end of depot

(Sioux City Line).

4553 ft. north of Asylum spur

switch (St. Cloud Line).

St. **Cloud** 6056 ft. east of south wye switch near depot (Osseo Line).

9832 ft. south of Rice Jct. switch (Willmar Line).

3333 ft. east of east N. P. Ry. crossing (Brook Park Line).

448 ft. west of Veterans' Hospital spur switch (Fergus Falls Line).

6898 ft. east of Junction switch (East Side Line).

Note: Transfer limits include State Reformatory, Veterans' Hospital and Brick Yard spur; also Rockville for handling shipments to or from granite companies.

Sioux City East 1830 ft. east of Illinois Central

crossing near Leeds.

West to end of track.

Sioux Falls 6722 ft. east of east end of depot (Garretson Line).

28666 ft. west of east end of depot (Yankton Line).

4069 ft. east of CMStP&P crossing at Level Siding (Watertown Line).

Watertown 10944 ft. west of east end of depot (W. & S. F. Line).

6526 ft. east of east end of depot (Benson Line).

9415 ft. west of east end of depot (Huron Line).

Moorhead and Fargo 7002 ft. east of Moorhead depot (Fergus Falls Line).

8774 ft. north of Moorhead depot (Halstad Line).

10059 ft. south of Moorhead depot (Brushvale Line).

15905 ft. west of Fargo passenger depot (Grand Forks Line).

23121 ft. west of Fargo passenger depot (Surrey Line).

Grand Forks **and** 8557 ft. south of P. A. Tower (Fargo Line).

East Grand **Forks** 5078 ft. west of P. A. Tower (Devils Lake Line).

3464 ft. north of north Wye switch (Neché Line).

8014 ft. east of E. Grand Forks depot (Crookston Line).

Devils Lake 5633 ft. east of Passenger Depot (Grand Forks Line).

16609 ft. west of Passenger Depot (Minot Line).

5133 ft. east of Passenger Depot (Aneta Line).

5760 ft. west of Passenger Depot (FGS Line).

Crookston 1215 ft. east of *N. P. Ry.* crossing (Cass Lake Line).

550 ft. west of west Wye switch (Grand Forks Line).

14276 ft. west of north Wye switch (Noyes Line).

2018 ft. east of M. N. Jet. Switch (Ada Line).

2554 ft. east of M. N. Jet. Switch (Halstad Line).

Breckenridge 12946 ft. east of east end of depot (Main Line).

and Wahpeton 6464 **ft. west of west end of depot** (Casselton Line) -

5604 ft. west of west end **of depot (Moorhead Line)** -

Minot 22192 ft. east of east end of depot.

14823 ft. west of east end of depot.

Williston 13983 ft. east of center line of depot.

14295 f t. west **of** center line of depot.

Havre 5720 ft. east **of** east switch.

6237 ft. west **of** west **switch.**

Great Falls 5101 ft. east of east switch (Bill-
Ings Line).

110 ft. west of west switch at

Rainbow (Havre Line).

3201 ft. west of 1st switch east of

Sun River Bridge (Butte

Line).

2288 ft. west of mile post 4 (Sweet
Grass Line).

Helena 2838 ft. east **of N. P. Transfer**
switch.

8586 ft. west **of** west wye switch.

Butte East 990 ft. east of east switch at
Woodville.

West to end of track.

Whitefish 2144 ft. east **of east switch.**

8500 ft. west **of Somers Lumber Co.**

spur **in west end of yard.**

Hillyard 10032 ft. east of Hillyard depot.

Spokane 8508 ft. west of Fort Wright depot.

Ft. Wright 33277 ft. west of the Inland **Jct** switch head block (Coeur **d'** Alene Line).

5485 ft. east of the Inland **Jct.** switch head **block (Moscow Line).**

Appleyard 24755 ft. east of Wenatchee depot (Main Line).

Wenatchee 14560 ft. west of Wenatchee depot (Main Line).

19000 ft. north of Wenatchee depot (W. O. Line).

Lowell 14902 ft. east of frt. depot Pacific

Ave.

Delta 12870 **ft.** west of Everett **Jet.**

Everett 3171 **ft. north of** Delta **Jet.**

Seattle 7557 **ft.** east of Ballard depot

5000 **ft. south of** **Argo.**

Tacoma 5815 **ft.** east (north) of Reservation signal tower.

4419 **ft.** west (south) of South **Tacoma** depot.

S. Bellingham 20400 **ft.** south of train order **signal**

Bellingham at depot Bellingham.

15540 **ft.** north **of** train order signal

at depot Bellingham.

New Westminster 5329 **ft.** south of Fraser River Jet.

2153 **ft.** south of the end of double

track at Endot. (previously

designated 2087 **ft.** north of

North Sapperton Pit track

switch).

Vancouver, B. C. 3232 **ft.** south of Still Creek to end

of track.

Klamath Falls 26843 ft. east of Bieber Line Jet. (previously designated as 2510 ft. east of east switch Chelsea).

13500 ft. west of Bieber Line Jet.

Bieber 16365 ft. east of depot.

10982 ft. west of depot.

RULE 31 (a). Initial and Final Terminal Delay.

Engineers in passenger service detained at terminals for more than one hour before starting any trip will be paid for all time in excess of 30 minutes on the basis of one-fifth of the daily rate in addition to pay for trip, provided trip is computed in miles; if trip is computed in hours, it will be paid for as per Rule 11 (d), (e).

(b) Should a freight train be stopped, after passing the switching limits for any cause, other than those connected with such train, final terminal delay will be computed continuously until arrival of engine on designated release track.

(c) Should a passenger train be stopped after passing the switching limits for any cause other than those connected with such train, final terminal delay will be computed continuously until arrival of engine on designated release track or such other point where crew is released from duty.

(d) Final terminal delay is computed for freight trains from the time train is first stopped after passing the switching limits for any cause, other than those connected with such train; or for passenger train when it is first stopped after passing the switching limits for any cause other than those connected with such train, until release of crew at roundhouse or other designated track, not including any time otherwise paid for as an arbitrary such as switching or hostling. If this total unpaid elapsed time is in excess of thirty minutes, the entire time will be paid for at pro rata rate on the minute basis, unless road overtime has commenced, in which case road overtime rate will apply. If the total unpaid elapsed time is thirty minutes or less, no payment shall be made therefor.

Road engineers may claim pay for time under either the terminal switching rule 30(a), the terminal delay rule 31 or the terminal hostling rule 36 where work is performed coming under more than one of these rules, but payment will only be made under one of such rules for the same time or service. The purpose being to allow payment under whichever rule will produce the greater compensation for the total lapsed time consumed in any combined service without duplicate payment being made for the same time or service under these rules.

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

(f) 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 not to be counted, this applies to both passenger and freight service.

Time of final release means when engine is delivered on designated track unless crew is released before reaching such point.

NOTE: Above based on 12% miles per hour in freight service and 20 miles per hour in passenger service and rate as per class of engine.

(g) (1) Initial terminal delay shall be paid on a minute basis to engineers in through freight service after one (1) hour and fifteen (15) 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 (1/8th) 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.

INTERPRETATIONS:

1. The movement of a road train from the yard track where the train is first made up, to the switch connecting such yard track with the ladder track, does not terminate the Initial terminal delay under Engineers' Rule No. 31 (g) (1) when stopped at such switch by a switch engine, or inbound or outbound freight train occupying the ladder track. Initial terminal delay will continue under the rule until the train actually proceeds from the point at which the delay occurs, i.e., the switch connecting the yard track with the ladder track, or actually stops on the ladder track under the circumstances referred to in the preceding sentence. In the event that an outbound road Engineer is stopped **for any**

cause other than those connected with his train, on the ladder track after leaving the yard track on which the train was made up, initial terminal delay will terminate when the train again commences to move after such stop. Initial terminal delay will cease under the rule when the train starts on its road trip from the yard track where the train is first made up when there is no delay encountered because of switch engines or road trains at the switch connecting the yard track with the ladder track, or on the ladder track.

2. If, after a road train has commenced its road movement, a yard engineer handles such road train in reverse movement to a yard track not in connection with the Hours of Service Law, he will be allowed an additional day's pay at the road rate.

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 (1) hour and fifteen (15) 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.

(2) 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.

(3) 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.

NOTE: Where existing schedule rules require a carrier to bring engineers on duty more than forty-five (45) minutes prior to departure of the train on which they are to be used, such rules shall be revised to permit the Management to designate the time they are to report for duty.

INTERPRETATION: In application of Rules 31 (g) and 21(d), does the payment of local **rate** under the conversion rule nullify **any** payment **of** miles that might accrue under the initial terminal delay rule?

ANSWER: **The** payment of the local way **freight rate of** pay under the conversion rule **does not in any** manner nullify **or** eliminate the payment **of** additional compensation that accrues under the Initial **terminal delay** rule, now designated as Engineers' **Rule No. 31 (g)** -

Where local pay Is allowed under Engineers' Rule 21(b) to first through freight crew out of terminal after midnight, would they be entitled to payments under Rule 3 1 (g), initial terminal delay freight service

ANSWER: Payment of the local way freight rate of pay under Engineers' Rule 21(b) to the first through freight crew out of the terminal after midnight does not in any manner nullify or eliminate the payment of additional compensation that accrues under the initial terminal delay rule, now designated as Engineers' Rule No. 31(g).

RULE 32. Time Allowance Roundhouse to Depot, Passenger.

(a) Engineers of passenger engines at St. Paul, Sioux City, Grand Forks, Duluth, Seattle, Spokane, Great Falls and Billings, where they handle engines from roundhouse to passenger station, will be paid actual time or miles for such work, computing from the time they leave the designated roundhouse track, or if detained, their time will commence at the expiration of 15 minutes after the engineer was due to leave designated roundhouse track and will end when engine arrives at station.

Time paid for under this rule should not be Included in calculating overtime, in other words, should not be paid for twice.

(b) At terminals on the System, where road locomotives are run through, and engineers are assigned to report for service and tie up at a designated point other than the roundhouse, such as passenger station, yard office, etc.-

When such engineers are required to handle the locomotive between the designated on-duty or tie-up point and the roundhouse, either one way or in both directions, they will be paid for such service on an actual time basis computed at 12 ½ miles per hour, with a minimum of 15 miles, at the through freight rate of pay for the largest locomotive handled, in addition to other trip allowances, except that if initial or final terminal delay accrues, the time actually consumed in changing locomotives **will** be deducted therefrom.

Time will be computed from the time the locomotive Is uncoupled from the train until delivered to the designated track at the roundhouse, or vice versa. If locomotives are handled in both directions by the same engineer, time will be computed from the time inbound locomotive Is uncoupled from the train until the outbound locomotive is coupled to the train.

Road mileage between the designated point and the roundhouse will not be paid.

RULE 33. Heat and Light-Trains.

When it is desired to have passenger engineers furnish steam for heating or lighting trains, they will be required to be on their trains not less than 50 minutes **in** advance of leaving time, and will be paid for all time they are there in excess of 20 minutes before leaving time.

RULE 34. Other Terminal Service.

When engineers are required by proper authority to continue use of their engine after arrival at their final terminal for the purpose of thawing out passenger equipment, to participate in repairs to bad-order cars, or to water or supply shipments of emigrant movables or livestock, they will be paid therefor at pro rata rate for actual time thus engaged, on the minute basis, in addition to pay for the trip, if trip is computed in miles. If final terminal delay, including such service, amounts to more than 30 minutes, entire period will be paid for as final terminal delay and no special payment in addition thereto will accrue.

RULE 35. Work on Engines at Terminals.

In case engineers are required to perform work **on** their engines before or after trips, they shall be **paid** for actual time so occupied at schedule rate. This not to apply to the usual work required **of** engineers having assigned engines, or otherwise covered **in** this schedule.

RULE 36 (a). Hostling.

At main line terminals, where hostlers are employed, their duty will be to see that fires are cleaned and coal, water and sand put on engines. At ends of runs where the work is done by engineers they will be paid for actual time consumed in doing the work at schedule rate, provided that In no case will less than 5 miles be allowed for this service. If time consumed exceeds 24 minutes actual time to be paid on the basis of one-eighth of their daily rate per hour

according to class of engine. Engineers will receive their engines from hostlers on the roundhouse lead or other place designated by the division Master Mechanic or Superintendent, and at the expiration of runs will deliver them on the roundhouse lead or other designated track. When It Is necessary at points at which hostlers are employed for engineers to take coal and water at end of run on account of coal chutes and water tanks being located on main line, they will do so and will be paid for the service as above.

This rule will apply at end of runs where engineers are changed and engines run through.

When road engineers are required to cut off their engines from the train for the purpose of servicing at terminals, either at the beginning of their trip or completion thereof. they will receive compensation on the basis of actual time consumed In doing the work at the regular rate of their service trip, provided that in no case will less than five miles be allowed for this service.

It Is understood that this allowance will apply whether or not the engineer actually performs any of the servicing of the engine. If the engineer actually performs any of the servicing of the engine, the time consumed In cutting of? the engine will be Included In and added to the time actually consumed servicing or hostling, computed on a continuous time basis with a minimum of five miles. This allowance to apply to but one engineer at a terminal.

(b) At points where hostlers are not employed, the hostling will be performed by engineers, and engineers will be held responsible for properly preparing the engine for storage.

NOTE: Arbitrary for hostling Is allowable in work train service. Such hostling arbitrary Is on pro rata basis and not on overtime basis, as It would be if paid for as time continuous with the work train service.

(c) Definition of Hostling.

Hostling of an engine is primarily the preparation supplying of such an engine, either for entrance upon trip or shift at the Initial terminal, or for its storage maintenance during the time it Is tied up at the final terminal. At the initial terminal, such preparatory work may include, for example, bringing the engine out of the roundhouse, placing upon it the fuel, water or sand necessary to its service, and its placement upon the designated track for delivery to the outgoing crew. At the final terminal, work preparatory to tie-up may Include"dumping of the fire,

movement of the engine from the designated track to the appropriate stall In the roundhouse or equivalent track, or, If the engine is to be held under steam, it may be necessary to supply it with additional fuel or water for that purpose. Such work, or any of it, so long as it Is preparatory to work or tie-up, Is hostling. However, the mere taking of fuel or water at a terminal does not, in itself constitute hostling; for an engine might be hostled and entirely ready for service, and yet additional fuel or water might be necessitated at the same terminal, before the run or shift was completed, due to subsequent delays in departure or the performance of the regular work of the road or yard crew. The securing of such additional supplies is not hostling, so long as the engine was properly supplied when the run or shift started. However, the taking on of necessary supplies cannot be removed from the hostling classification by the mere requirement of movement of the engine a few hundred feet, or the performance of a switching movement before such supplies are taken on. Officers and employees should be guided by the principle that hostling is a preparatory service, and that it necessitates the actual expenditure of some time therein. No engine can be properly hostled in five minutes, and claiming of the 24-minute arbitrary for such short periods of time is evidence that the claim Is based upon a technicality of wording and not upon an actual performance of work.

INTERPRETATION:

It Is agreed that Rule 36 applies to all types of locomotives, and when hostling is performed it will be paid under this rule.

It is understood at points where engine watchmen are on duty, no hostling allowance will be made unless the engineer is required to furnish fuel oil, water and sand to the locomotive.

The checking of the supply of fuel oil, lubricating oil, water and sand does not constitute hostling as such checking of supplies is covered by Rule 2 9 (a) and (b).

The taking of fuel oil or water at points intermediate to the tie-up points will not constitute hostling.

RULE 37. Held Away From Home Terminal.

(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 the 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.

(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.

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

(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.

EXAMPLES

Held 8 hours beyond 16-hour period. Allowance 100 miles.

Then called for service within 16 hours thereafter.

Work 1 hour and 30 minutes.

Trip 100 miles or less made in five hours.

Work at final terminal 30 minutes.

Delayed 48 minutes after reaching designated switch.

Allowance 135 miles.

NOTE: In above example if no switching was performed at initial terminal allowance would be 116 miles.

Held 20 hours (4 hours beyond 16 hour period).

Run 120 miles in 10 hours (14 hours).

Allowance, 170 miles at pro rata, and 25 minutes overtime at 3/16 of daily rate. If inspection of engine is performed, 15 minutes more will be allowed at pro rats, rate.

Held 20 hours (4 hours beyond 16-hour period).

Run 140 miles in 6 hours.

Total allowance, 190 miles.

Held 20 hours (4 hours beyond 16-hour period).

Deadhead 100 miles in 6 hours.

Allowance 100 miles at rate allowed deadhead service and 4 hours at rate paid for last **service** performed.

The General Chairman **of** the B. **of** L. E. will be advised of intention of change In any of those designated and given an audience if desired prior to making change.

Under this rule when an engineer is paid any compensation under the provisions of Rule No. 38, the continuity **of** the held-away-from-home-terminal time will thereby be broken.

OTHER SERVICE AND TIME ALLOWANCES

RULE 38. Called and Train Abandoned.

Engineers called will, if train for which they are called is abandoned before the expiration of 4 hours, receive one-half day's pay and stand first out, but **if** train is not abandoned before the expiration **of** 4 hours, they **will** receive one day's pay and stand last out.

If abandoned before leaving roundhouse track, engineer will be paid 4 hours pay and stand first out. **If** abandoned after leaving roundhouse track they will **be paid** minimum day and stand last out.

RULE 39. Held From Service.

(a) When engineers are held from their runs or service, their pay until their return to their runs or service shall not be less than it would have been had such interruption to their regular work not occurred.

(b) Engineers losing time because their regularly assigned run does not operate, and perform no other service, and who do not receive compensation under other schedule rules, will be allowed 100 miles at the regular rate of pay of the assignment, irrespective of whether at the home terminal or distant terminal of such run. This rule will not apply to branch line runs governed by current Engineers' Rule 16.

This rule will not prevent bona fide cancellation of assignments at any time when conditions justify.

NOTE: It is understood that this rule does not apply to engineers holding a regular turn in chain gang service or on the Engineers' extra list.

RULE 40. Held for or Preparing Engines.

Engineers held awaiting delivery or preparing engines **for** service from shops will be paid schedule rates **for** each calendar day or fraction thereof so held after **the** first 24 hours. When engines are held for repairs, engineers will not be held with them.

Messenger Service.

Engineers acting as messengers In charge of dead engines will receive similar allowance for time held when set out at terminals.

When steam locomotives are towed under steam, or when Diesel locomotives are towed with motors idling and with controls cut out, an engineer will be used thereon and paid the thru freight rate for class of engine handled under freight service rules.

RULE 41 (a). Deadheading.

Engineers deadheading on company's business will be paid miles or hours, whichever is the greater, at rate for service from which they are taken, provided that a minimum day will be paid for the deadhead trip if no other service is performed within 24 hours from time called to deadhead. Company's business will include engineers deadheading to relieve men who lay off or are granted leaves of absence.

Deadhead time will not be allowed to engineers who **are** deadheaded to outlying points to relieve engineers who have made the monthly mileage as provided for in Rule 69 or to the engineers so relieved.

Extra passenger engineers will be paid minimum passenger rates, extra freight engineers minimum through freight rate.

Extra engineers holding regular engineer's run will be considered regular engineers under this rule.

Engineers changing at their own request or on account **of** seniority will receive no deadhead time.

When a vacancy occurs that requires the senior available demoted engineer be deadheaded to an outlying point, said senior available demoted engineer will be paid deadheading both to and from such outlying point.

Engineers deadheading Is on a basis of actual miles **or** hours, whichever is the greater, and should be figured separately from service trips and not combined to absorb mileage.

When an engineer is required on a specific date to take examination, relief man deadheading to relieve him must be paid for such deadheading.

An extra list engineer will receive the same rates of pay and working conditions as the regular engineer he is relieving, beginning at the time he starts deadheading.

When two engineers are called for the same time, one to deadhead and the other to handle train, first man out shall be deadheaded, unless other arrangements are agreed upon between Master Mechanic or Superintendent, and representative of the Brotherhood of Locomotive Engineers.

EXAMPLES COVERING PAYMENT FOR DEADHEADING

A gives up No. 5 and deadheads to take No. 1. No time allowed.

F called to deadhead to take No. 5. Time allowed.

B senior engineer displaces F. No time allowed F or B.

D granted leave of absence. E sent by Company to relieve him, deadhead time will be allowed E going and returning, no deadhead time will be allowed D.

Train abandoned, leaving engineer away from home terminal, deadhead time will be allowed for shortest distance, either to point of next service or to home terminal.

NOTE: Fourth example, actual employees called **for** such relief will be entitled to deadheading both **directions**. If such relief employee is displaced **by** a senior before relief is finished, relief employee first called still receives the deadheading both directions and the employee displacing on seniority receives no deadheading either direction, regardless of his eventual release being due to return of employee on leave of absence.

(b) Deadhead to Bring in Train Tied up Under Law.

When engineers are called to deadhead out of terminal to bring in train tied up under the law, they will be paid miles or hours, whichever is the greater, for the entire trip with a minimum allowance of 100 miles.

(c) Deadhead on Freight Trains.

Engineers will not be deadheaded on freight trains from one terminal to another when It can be avoided.

(d) Deadhead on Street Cars.

Engineers deadheading on street cars from St. Paul to Minneapolis, or vice versa, on company business, will be allowed 15 miles.

Engineers arriving at Allouez with trains, who are required to take another engine to **Superior** will **be** allowed **7** miles for deadheading from **Superior** to Allouez **on** street cars.

NOTE: See Appendix "L-1" for **deadheading** in connection with vacation **relief**.

RULE 42 (a). Attending Court or Inquest.

Regularly assigned engineers held from their assignment to attend court or inquest at the request **of** the Company will be allowed one day at their regular rate **for** each day so held, but not less than the earnings **of** their assignment for the total period so held from it. Engineers not holding any assignment and attending court or inquest at request of the Company, or regularly assigned engineers so attending in addition to performing all service on their assignment, will be allowed one day at regular rate of pay for each day such court service is required, and without deduction from any other compensation earned. If attendance at court or Inquest is requested by the Company during their regular hours **of** service in lieu of such regular service, no additional **payment** will be allowed. Any court or witness fees received will be assigned to the Company. If required to leave their home point, necessary actual expenses will be allowed.

(b) Attending Investigations, Giving Statements, Etc.

Compensation to engineers making statements to claim agents, giving depositions or other analogous service, will be allowed as follows:

Engineers who perform any of the services contemplated in Rule 42(a) continuous with their trip, or started not to exceed one (1) hour after the completion of their trip or begun not to exceed one (1) hour in **advance** of starting time, will be allowed continuous time on the basis of combined

service and investigation time, with a minimum of one (1) hour or the equivalent.

If called for any of the purposes covered by Rules 42(a) or 42(b) during the service period, no additional compensation will be allowed.

If called for any of the purposes covered by Rule 42 (a) other than in accordance with the preceding paragraphs of Rule 42(b), actual time not to exceed one (1) day will be allowed at the rate of the class of service previously engaged in, with a minimum of two (2) hours **for** each calendar day such service is performed.

It is understood that **claim agents may call on engineers** at their residences **to** secure statements **or depositions** without payment of compensation allowances **herein** provided.

NOTE: The above provisions will apply when **attending** investigations under Rule 77 when not **at fault**. The provisions of Rule 42(b) will not, **In any** manner modify the allowances otherwise **provided** for in Rule 42 (a).

RULE 43. Intermediate Tie-up Prior to 14 Hours Service.

Engineers when tied up between terminals prior to the expiration of the 14-hour period will go automatically on duty after 8 hours rest and shall be paid not less than the minimum day for each leg of the trip, and as much more as they would earn under the schedule rules. Engineers to be advised before leaving terminal whether called for a turnaround or a straightaway trip, and the trip must be completed as originally called.

Engineers when tied up between terminals in obedience to the foregoing paragraph, then towed or deadheaded to terminal, will be paid time or miles, whichever is the greater, for such tow or deadhead trip.

An engineer tied up between terminals on order of the dispatcher but again called in less than eight hours is on continuous time.

INTERPRETATION:

(1) Assume that a chain gang engineer is called **from** terminal "A" for trip to terminal "X", distance 150 miles. Assume that for reasons other than contained in Engineers' Rule No. 13(a), the engineer is turned at an intermediate point, "B", 50 miles distant from terminal "A". In such cases, the engineer will be compensated 150 miles (the mileage of the run for which called) for trip "A" to "B" and a minimum day's pay for trip "B" to "A", plus any other earnings under schedule rules.

(2) Assume that under the same circumstances **in** Item (1) the chain gang engineer is tied up at point "B" **for** 8 hours, thereafter returning to point "A" although initially called for terminal "X". Under these circumstances, the chain gang engineer will be paid 150 miles (the mileage of the run for which called) from **point "A"** to "B" and a minimum day's pay from "B" to "A", **plus** any other earnings under schedule rules.

(3) Assume that the circumstances with respect to call and terminals are the same as in Item (1). If an engineer is tied up at point "B" for 8 hours or more and then continues, on the trip as called, to terminal "X", compensation will be allowed from point "A" to "B" on the basis of a minimum day or miles or hours, whichever is the greater. When resuming trip from point "B" to "X" after being tied up at point "B", compensation should be allowed on the basis of a new day, payment therefor on the miles or hours basis, whichever is the greater, plus any other earnings under schedule rules.

(4) When an engineer is called for **a** turnaround trip and later en route it is changed to **a** straightaway, he would compute his time on the basis of the mileage **of** the turnaround trip, with a minimum of 100 miles. He would also claim a minimum of 100 miles, Plus arbitraries, from the turnaround point to final tie-up point.

This interpretation will not apply to engineers tied up en route on account of the Hours of Service Law, **as** referred to in Appendix A, Article 1.

RULE 44. Tied up on Road-No Accommodations.

(a) Road engineers' compensation will be continuous when tied up between their terminals except at points where food and lodging can be procured.

(b) If there are accommodations, engineers and firemen will divide the time between them, and **will** each be paid for the actual time he was in service caring for the engines. This not to apply in cases of trains being tied up under the Federal hours of service law.

RULE 45. Tied up Account Law.

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 50 miles or less, or 4 hours or less, **half day's pay**; for more than 50 miles, or more than 4 hours, actual miles or hours, whichever is the greater, **with** a minimum of 1 day.

It is understood that this does not permit running engineers through terminals or around other crews at terminals.

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

NOTE: Road engineers tied up under the law will be governed by the conditions of the Chicago Agreement of April 1, 1908, shown herein as Appendix "A", and by this reference made a part of this agreement.

RULE 46. Delay Account Wreck, Snow, etc.

When engineers are delayed between terminals on account of wrecks, washouts or snow blockades, they shall be paid for the first eight hours so held, In addition to time or miles made that day, and for each succeeding day will be allowed not less than 100 miles at the rate per class of engine.

Engineers who are delayed between terminals for reasons above outlined will be compensated for all time so held up to eight (8) hours, separate and independent of trip mileage. If so delayed one hour or less, no additional compensation will be allowed.

RULE 47. Run-Around.

When engineers are run around at their own request, or for their own convenience, or when they cannot be found, they will not be paid for time lost, and stand last out.

When not called in turn, through no fault of their own, they will be paid 100 miles for being run around, and will stand last out.

When called in turn but not sent out in turn, through no fault of their own, Engineers runaround will be paid 25 miles for each runaround in addition to pay for trip.

In case of wreck call, necessitating the immediate use of the wrecker, the first available engineer

may be used, in which event the engineers who are run around will not be allowed compensation therefor.

RULE 48 (a). Rest.

Engineers will at all times be given an opportunity for proper rest after performance of service and **prior** to commencing a new tour of duty. They may **specify** the amount of rest required on the register at the completion of their tour of duty, the amount of rest required to be 8, 10 or 12 hours.

It Is understood that an engineer booking rest will not be called until the expiration of the prescribed number of hours so booked.

NOTE: The term "after performance of service" does not include deadheading when the deadhead trip is of less than 6 hours duration and the engineer was on full rest prior to commencing the deadhead trip. Should the deadhead trip consume more than 6 hours, the engineer shall be privileged to specify the rest required as provided above. If an engineer is deadheaded to an outlying point and is to be used before the expiration of a minimum legal rest period, he must be advised upon arrival as to a definite calling time; otherwise he will be considered as under pay after the expiration of 3 hours. It is understood that if advised that he will be given a minimum legal rest period, no payment will accrue under this rule. The application of this other schedule rule.

(b) Meals on Road.

Engineers will be allowed to eat, as nearly as possible at the expiration of every six hours, provided they notify the train dispatcher, and if they do not absent themselves from their engines over thirty minutes, they will receive continuous time. Passenger, symbols, stock and fruit trains not to be delayed. This does not apply to slow freight trains run under symbol numbers.

Engineers who do not stop between terminals to eat will not be required to do any switching on arrival at terminal except to put away caboose, without first being allowed time to eat. When

switching is required, the outgoing crew, whenever possible, shall do it,

RULE 49. Service on Lay-Over Day.

Engineers assigned to regular runs with day layover away from home terminals will be notified in writing **required for** service on **their layover day**. **If** no notice **is received**, **may** absent themselves until time for the **regular** run.

If notified and not used, will be paid a minimum day.

RULE 50 (a). Detouring Trains.

Engineers will be paid time or mileage for detouring trains over other divisions or foreign roads.

(b) Assigned Passenger Service.

When assigned passenger trains are detoured over route adjacent to the regular route or over a foreign railroad, such service will be manned by the engineer assigned to the districts over which the detoured train normally operates. Such engineers shall continue the on until the detoured train movements have been completed.

In the event such detoured train is double crewed from the initial terminal of the district from which the detour movement started, such service will be manned under the provisions of Engineers' Schedule Rule 74(m). If return detour service is required, such engineers will deadheaded to their home terminal with no penalty claim for other engineers, except that such engineers may be changed off with the engineers on opposing detour passenger trains at meeting points along route of detour thus returning in service to their initial terminal.

In case It Is necessary to furnish the second engine for such double crewed detour service en route, such engineer will be drawn from the nearest source and p form service as provided under Schedule Rule 74 (m), and may be used in return detour service or deadhead to the home terminal, as provided in the preceding paragraph.

When there are no rested chain gang engineers available for double crewing detoured passenger trains, qualified extra-list engineers will be called in their turn.

When two or more engineers, either chain gang extra list, are deadheaded to the source of supply from the end of detour movement, on the same train, they will be placed at the foot of their respective lists In the same relative turn that they stood when called for the last detour movement made before deadheading to the source of supply.

At terminals where extra passenger lists are maintained, the available, extra passenger list engineer w be used to double crew detoured passenger trains.

The same eating and sleeping accommodations will available to engineers in this service as are provided f passengers on said trains. Dining car service to be paid for by the engineers at the on-duty train-service employees' rate.

This will not prevent the local Division Company **Officers and the** local representatives **of the B. of L. E. from making** agreements to cover any unusual **condition resulting from an** individual detour movement.

(c) Freight or Unassigned Service.

When freight or unassigned service is detoured over a route adjacent to the regular route, or over a foreign railroad, such service will be manned by the engineers assigned thereto on the districts over which the detoured trains normally operate. Such engineers will continue thereon until the detoured train movements have been completed.

If no return detour service is required, such engineer **will** be deadheaded to his home terminal with no penalty claim for other engineers, except that such engineer or engineers may be changed off with the engineer or engineers on an opposing detour train at meeting point along route of detour, thus returning in service to their Initial terminal.

When two or more engineers, either chain gang **or** extra list, are deadheaded to the source of supply from the end of detour movement, on the same train, they will be placed at the foot of their respective lists in the same relative turn that they stood when called for the last detour movement made before deadheading to the source of supply.

When these trains are double crewed, the carrier will provide either a caboose or a coach equipped with proper bedding for sleeping accommodations.

This will not prevent the local Division Company **Officers** and the local representatives of the B. of L. E. from making agreements to cover any unusual condition resulting from an individual detour movement.

(d) Intermediate Tie-Up.

Engineers in detour service tied up between the points of detour will go automatically under pay at the expiration of eight hours. Payment accruing under this Rule shall be paid for on a minute basis separate and apart from pay for the subsequent service or deadheading.

(e) Pilot Service.

Engineers handling detoured trains over routes on which they hold no seniority will be furnished a pilot.

RULE 51. Run Off Own Division.

Engineers will not be run off their own division, except in extreme emergencies, in which event they will receive not less than 100 miles for each calendar day held.

Provided such engineer is deadheaded back to his own division out of his turn, engineers run around not to claim time.

SENIORITY RIGHTS AND DIVISIONS

RULE 52(a). Ranking on Roster.

Engineers regularly promoted or hired shall rank on the engineers' roster from the date they are assigned to service as engineers. No man will be regularly promoted, **or** permitted to establish a seniority date as an engineer while there are engineers demoted or hired engineers **laid** off.

If for any reason senior eligible man is not available and a junior qualified man is promoted and used in actual service, out of **his** turn, whatever standing the junior man so used establishes shall go to the credit **of** the senior eligible man.

As soon as the senior man **is** available he shall **displace** the junior man, who shall drop back into whatever place he would have held had the senior man been **available** and the junior man not

used.

b) Filling Positions of Engineer.

In **filling** positions of locomotive engineers, the ratio between those hired and those promoted shall, as nearly as possible, be as follows:

On seniority districts where men are required to fire less than three years, all engineers will be hired.

If required to fire three years and less than four years, one promoted and one hired.

If required to fire four years and less than five years, two promoted to one hired.

If required to fire five years and less than six years, three promoted to one hired.

If required to fire six years and less than seven years, four promoted to one hired.

If required to fire seven years and less than eight years, five promoted to one hired.

On seniority districts where men are required **to fire** eight years or more, all engineers will be promoted.

On any seniority district where the next engineer **is** to be hired the General Chairman of the Brotherhood of Locomotive Engineers will be so advised.

RULE 53(a). Permanent Employment After 90 days.

Engineers who have remained In the service ninety days will be considered permanently employed and shall not be dismissed account of unsatisfactory references, the 90 days to begin on date of the first pay trip as an engineer.

(b) Service Letters.

When requested in writing, service letters will be furnished engineers within ten days from date of leaving service

(c) See Own Record.

Engineers will be permitted to see their own personal records in Superintendent's office.

RULE 54. New Lines-How Manned.

When new lines are built **by** the Great Northern Railway, the work train service will be **supplied by** engineer from the division which will afterwards be affected b the divisions of traffic; and when lines constructed under contract are turned over to the Great Northern Railway for operation the Local Chairman from the division thus affected and General Chairman in conference with officials, will determine an assignment of engineers to the new territory.

Division Rights

FIRST DIVISION

Will consist of Superior and Mesabi Divisions an will be divided Into districts as follows:

FIRST DISTRICT: Duluth to Coon Creek Junction and branches.

SECOND DISTRICT: Duluth to Cass Lake and branches.

It Is understood that the First Division engineers have the right to move their trains over Terminals Division tracks east of Coon Creek Junction.

SECOND DIVISION

Will consist of Terminals Division, St. Cloud Division and Willmar Division and will be divided into districts as follows:

ST. CLOUD DIVISION: First District: St. **Paul** to St. Cloud and branches.

SECOND DISTRICT: St. Cloud to **Barnesville** and branches.

WILLMAR DIVISION: First District: St. Paul to Willmar and branches.

SECOND DISTRICT: Willmar to Breckenridge **and** branches, except Aberdeen and Elbow Lake.

It is understood that Second Division Engineers have the right to move their trains between Brook Park and Sandstone.

Second Division engineers moving their trains between Barnesville and Fargo: Adjustment will be made by equalization of miles between Fifth Division and Second Division engineers. Management will furnish the Fifth Division and Second Division engineers with check of the freight mileage accumulated each year commencing May 6, 1928.

THIRD DIVISION

Will consist of Sioux City Division, viz., Willmar to Sioux City and branches, including Yankton line and will be divided into districts, as follows:

FIRST DISTRICT: Willmar to Sioux City and branches.

SECOND DISTRICT: Garretson to Yankton and branches.

THIRD DISTRICT: Watertown and Sioux Falls Line and branches.

***FOURTH DIVISION**

Will consist of the Breckenridge Division and will be divided into districts as follows:

FIRST DISTRICT: Breckenridge to Nolan and branches.

SECOND DISTRICT: Fargo to New Rockford and branches.

THIRD DISTRICT: Tenth Subdivision Junction to Aberdeen and branches.

FOURTH DISTRICT: Tintah to Evansville and branches.

(Authority for abandonment of the remaining trackage on this line-Evansville to Elbow Lake-authorized by I.C.C. in Finance Docket No. 19763 effective August 15, 1957.)

*Revised 10-1-57 (File E-45 (p)).

Engineers assigned to Fourth Division will have the right to handle their trains over the track of the Second **Division** between Tintah and Breckenridge.

FIFTH DIVISION

Will consist of the Northern and Dakota Divisions and will be divided into districts as follows:

DISTRICT "A"

FIRST DISTRICT: Cass Lake to Grand Forks and branches.

SECOND DISTRICT: Barnesville to Noyes and branches.

DISTRICT THIRD DISTRICT: Barnesville to P. A. Tower and branches.

FOURTH DISTRICT: Breckenridge to Crookston and branches.

FIFTH DISTRICT: Grand Forks to Devils Lake and branches.

DISTRICT "B"

SIXTH DISTRICT: Farmers Grain **and** Shipping Company. (See Appendix J. page 123.)

SIXTH DIVISION

Will consist of the Minot Division and will be divided into districts as follows:

FIRST DISTRICT: New Rockford to Minot and branches.

SECOND DISTRICT: Devils Lake to Minot and branches.

THIRD DISTRICT: Minot to Williston and branches.

SEVENTH DIVISION

Will consist of the Montana Division and will be divided into districts as follows:

FIRST DISTRICT: Williston to Glasgow and branches.

SECOND DISTRICT: Glasgow to Havre and branches.

THIRD DISTRICT: Havre to Cut Bank and branches.

Montana Division engineers prior to December 1st, 1909, will continue to hold rights on the First

and Fourth Districts of the Butte Division.

EIGHTH DIVISION

Will consist of the Butte Division and will be divided into districts as follows:

FIRST DISTRICT: Pacific Junction to Great Falls and branches.

SECOND DISTRICT: Great Falls to Butte and branches.

THIRD DISTRICT: Great Falls to Billings and branches.

FOURTH DISTRICT: West- Side Junction to Sweet Grass and branches.

Engineers who **hold** rights on the Butte **Division prior to** December 1, 1909, **will** continue to **hold rights on the second and** third districts **of Butte Division.**

Engineers who **hold** rights on the Butte **Division after** December 1, 1909, **will** continue to **hold rights on first, second,** third and fourth districts **of the Butte Division.**

NINTH DIVISION

Will consist of the Kalispell Division between Cut Bank and Troy and will be **divided** Into districts **as follows**:

FIRST DISTRICT: Cut Bank to Whitefish **and** branches.

SECOND DISTRICT: Whitefish to Troy **and** branches.

TENTH DIVISION

Will consist of the Spokane Division between **Troy and** Wenatchee and will be divided into districts **as follows**:

FIRST DISTRICT: **Troy** to Hillyard and branches.

DISTRICT

"A" SECOND DISTRICT: **Hillyard** to Wenatchee and branches.

DISTRICT THIRD DISTRICT: S. C. & P. Railway

"B" (See Appendix K, page 126.)

ELEVENTH DIVISION

Will consist of the Cascade Division between Wenatchee and Portland and Everett and Vancouver, B. C., and branches and will be divided into districts as follows:

DISTRICT "A"

FIRST DISTRICT: Wenatchee to Everett and branches.

SECOND DISTRICT: Everett to Seattle and branches.

THIRD DISTRICT: Everett to Vancouver B. C. and branches.

FOURTH DISTRICT: Seattle to Portland and branches.

FIFTH DISTRICT: Pacific Coast R. R. Co. (See Appendix P, page 157.)

Engineers holding rights Cut Bank to Spokane and branches, also those holding rights Spokane to Seattle and Everett to Vancouver, B. C., and branches, prior to August 1, 1907, will thereafter continue to hold rights over the same territory.

Engineers holding rights on the Kalispell, Spokane and Cascade Divisions after August 1, 1907, commencing with the oldest on the seniority list, **and** each one thereafter down the list will elect the division with which he desired to take service **and** so signify in writing on list which will be prepared for that purpose by the management.

TWELFTH DIVISION

Will consist of the Marcus Division between Dean Hedley and branches and Kettle Falls and Nelson branches and will be divided into districts as follows:

FIRST DISTRICT: Dean to Kettle Falls and branches.

SECOND DISTRICT: Kettle Falls to Hedley and branches, Kettle Falls to Nelson and branches.

Engineers on Marcus Division will have the rig handle their trains between Dean and Spokane.

THIRTEENTH DIVISION

Will consist of Klamath Division between Bend and Bieber and branches and **will** be divided into districts as follows:

FIRST DISTRICT: Bend to Klamath Fall branches.

SECOND DISTRICT: Klamath Falls to Bieber and branches.

RULE 55. Manning New Trains.

It new trains are put on between Duluth **and Willmar** or between Duluth and St. Paul **by way of Fergus Fall** Division, the rights of engineers to such runs **will b** determined by track mileage of such trains.

RULE 56. Seniority Lists.

List of engineers will be kept In the records **of** th company showing the age of the men and **the** different classes of service, and transfers from yard to road service and vice versa, and these lists will be checked **and** corrected annually by the company's officers and committee representing the Brotherhood of Locomotive Engineers Local Chairmen of the B. of L. E. will be furnished two copies of such list.

When a date has been established **for** an engineer it shall be posted and, if not challenged in **writing** within sixty days from the date posted, no protest against such date will be entertained.

In case of a dispute between **engineers** as to their correct seniority date, after the original sixty-

day protest period has expired, and all engineers affected agree in writing on the correct dates, their names will be placed on the seniority list with such corrected dates.

RULE 57. Promotion to Official or Brotherhood Position

Engineers who have been three years in the company service, and who accept official positions in the company service, or who shall be employed by the Brotherhood of Locomotive Engineers with the company's approval shall retain their rights on the engineers' list.

RULE 58. Rights to Electric or Other Power.

Wherever electric or other power is installed a substitute for steam, or is now operated as a part of this system, or any of the tracks operated or controlled by the Great Northern Railway, locomotive engine shall have preference for positions as engineers or motormen, but these rights shall not operate to displace any men holding such positions on April 10, 1919.

RULE 59. Transfer Yard to Road Service.

In transferring engineers from yard service to service, the engineer oldest in the company's service will be entitled to promotion first. It is understood, however, that in promoting them, the following considerations will govern:

First: Fitness for Position.

Second: Previous record for faithful service.

Third: Length of such service.

Under this rule it is understood that yard engineer wishing to enter road service, and who have qualified in accordance with promotion rules, may do so before other men are promoted or hired, by making application to the proper official.

NOTE: See Rule 72 and Appendix "S".

RULE 60. Transferred One Division to Another.

When engineers are transferred from one division to another at the request of the company, they shall be returned to their own division within six months, before men are hired or promoted.

RULE 61. Not Held on Division Transferred to.

Engineers **will** not be held on divisions or districts other than their own when business decreases to the point where it can be handled by men holding rights there.

RULE 62. Transfer Before Hiring or Promoting

In case of increase of business on any one or more divisions, engineers may, upon request, be transferred from one district to another before men are hired or promoted, and will be returned to original district when business decreases to the volume prevailing when transfer was made.

RULE 63. Transferred at Own Request.

When men are transferred at their own **request**, they will be given six months in which to determine whether to retain rights on original division or districts or acquire rights on division to which transferred.

Such requests and decisions to be made in writing. When engineers are transferred at company's request the youngest men available will be chosen unless older men wish to go.

When a vacancy occurs on freight runs on any freight district on a division where the engineers hold rights, the oldest man on the division will have the right to transfer to such district.

**VACANCIES, NEW RUNS, BULLETINS, FORCE
REDUCTIONS, MILEAGE REGULATION AND
EXERCISE OF SENIORITY**

RULE 64. Senior Man Choice of Runs.

The rights of engineers will be governed by their position on the engineers' list. The oldest man will have the choice of runs, but any engineer declining a run to which he **is** entitled will forfeit his rights to that run **to** the engineer accepting it and to him only.

RULE 65 (a). Preference Runs.

Engineers senior in service **will** have preference to runs on their respective divisions. Preference runs are understood to include passenger trains, mixed trains, way freight trains, regular freight trains on branch lines, work trains, snow service, regular transfer service, and regular helper service.

(b) Displacement In Pool, Unassigned and Work Service.

Displacement by seniority into pool or unassigned service must be exercised by displacing the youngest man to whom that run has not been forfeited **by** the displacing employee, providing that mileage, terminals, and lay-over points are the same. Variations in mileage, terminals, or lay-over points constitute points of preference, and seniority may be exercised on the basis of that preference when they exist, even if the man displaced be not the youngest. Displacement by seniority into assigned service must be exercised in the same way; but the regular **layover** day, if

such exists, might be a point of preference, as well as the lay-over point. "Regular lay-over **day**" refers only to a lay-over day which occurs regularly on the same day of the week. If the lay-over **days** occur **on** successive days of the week, in successive weeks, **there is** no preference on such assignment so far as lay-over days are concerned. Displacement by seniority into work train service must be exercised in the same way as above noted, except that in work train service there may be variations in the kinds of work assigned, as well as terminals, etc., and, in such cases, the kind of work **might** also be a matter of preference.

RULE 66. First in First out.

(a) Engineers on freight trains will run first in **first** out on their respective districts, except on districts where other arrangements are agreed upon by representatives of the Brotherhood of Locomotive Engineers and the Division Master Mechanic or Superintendent, It being understood that if not called In their proper turn they will be compensated as per Rule 47. If they are called in their proper turn but they do not depart from the terminal in the same order, the engineer runaround shall receive 25 miles at the rate of pay of the trip for which called in addition to compensation for trip.

(b) On passenger trains, engineers may run over one or more districts. (See Appendix N).

RULE 67. Limiting Number of Men In Service.

No more men will be employed In the service than are necessary to move the traffic with promptness and dispatch. The number constituting a surplus to be determined by the division Master Mechanic and a committee representing the Brotherhood of Locomotive Engineers. Business not to be delayed to get the conference referred to. Prompt action will be taken and adjustment made afterwards. If adjustment changes are required under this rule, such will be made with reference to seniority rights.

RULE 68. Force Reduction.

When, from any cause, It becomes necessary to reduce the number of engineers on the engineers' working lists on any seniority district, the youngest engineer will be reduced to the position his rank on the firemen's seniority list entitles him to. Reduction shall be made in the reverse order of engineers' seniority.

RULE 69 (a). Force Reduction.

When, for any cause, it becomes necessary to reduce the number of engineers on the engineers' working list at a terminal, on any seniority district, the following rules will be observed:

1. When reductions are made, they shall be In the reverse order of seniority.
2. That no reductions will be made so long as those in assigned or extra passenger service are earning the equivalent of 4000 miles per month; in assigned, pooled or chain gang freight, or other service paying freight rates, are averaging the equivalent of 3200 miles per month; on the road extra list are averaging the equivalent of 3000 miles per month, or those on the extra list in switching service are averaging 28 days per month.

Return to Service.

Engineers taken off under this rule shall be returned to service as engineers In order of their seniority as engineers as soon as it can be shown that engineers In assigned or extra passenger service can earn the equivalent of 4800 miles per month; in assigned, pooled, chain gang or other service paying freight rates the equivalent of 3800 miles per month; on road extra lists, the equivalent of 3800 miles per month; on extra list in switching service are averaging 35 days per month.

When hired engineers are laid off account of reduction In service, they will retain all seniority

rights, provided they return to actual service within thirty days from the date their services are required.

NOTE: In applying the foregoing rule, In the determination of whether additions, should be made to th road extra list, the total mileage made by th number of turns assigned to the road extra list during the prior checking period will be divide by 3400 to determine the number of engineer to be added to the list. When determining an reductions to be made, the total mileage made b the number of turns assigned to the road extra list during the prior checking period will be di vided by 3000, the purpose being to regulate th mileage of engineers assigned to road extra list between 3000 and 3800 miles per month. No additions will be made that will reduce the average mileage below 3400 miles per month. When the extra mileage made by engineers in addition to that performed by the number of turns assigned to the road extra list, amounts to more than 3800 miles during the prior checking period, one engineer will be added to the extra list for each such 3800 additional miles,

A day to day record will be kept of mileage made by assigned extra board turns, and of other extra mileage made, which will be checked daily as to the total mileage thus made during th next preceding 15 days, and road extra list will be adjusted accordingly by the proper supervising officer.

Engineers who earn In excess of the equivalent of the maximum miles and days per month In any class of service will be required to carry over and be charged with the excess in the following

checking period. When engineers' extra board becomes exhausted, the oldest available qualified demoted engineer will be called for emergency service as engineer. If an engineer called **for** service has already reported to the proper officer of the Company that they have made their maxImum miles, but are required by the Company to continue in service account no available relief, such over-mileage will not be carried over **or** charged to such employee in the following **checking** period, it being understood that when **relief** Is available, such engineers must be relieved.

1. Mileage made by assigned extra board turns will **be** kept separately on a day to day record.

2. Other extra mileage made by engineers, In **addition** to that performed by the number **of** turns assigned to the road extra list, will also be kept separate on a day to day basis (also known as emergency mileage).

3. Emergency mileage will not be added to the mileage made by assigned extra board turns to determine the number of men who may be properly assigned to the extra board, except under the **following** conditions:

(A) When extra mileage (emergency mileage) amounts to 3800 miles or more during the prior 30-day checking period, one engineer will be added to the extra list for each such 3800 additional miles, provided, however, that no additions will be made that **will** reduce the average mileage made **by** the assigned extra board turns below 3400 **miles** per month. To determine, If the one engineer added to the extra list by the accumulation of 3800 emergency miles will reduce the mileage below 3400 miles, the **following** procedure will be used:

(1) Said 3800 emergency miles accumulated in prior 30-day checking period will be added to total miles accumulated by the assigned extra board turns. The total mileage (including emergency miles and mileage made by the assigned extra board engineers) will then be **divided** by 3400 to determine the number **of** engineers to be assigned to the extra list.

(B) If emergency mileage made during the prior 30-day checking period is less than 3800, It will not be added to mileage made **by** assigned extra board turns.

(C) When determining any reductions to be made, the total mileage made by the number of turns assigned to the road extra list during the prior checking period will be divided **by** 3000, the purpose being to regulate the mileage of engineers assigned to road extra list between 3 0 0 0 and 3 8 0 0 miles per month.

(D) Emergency miles will not be figured when determining any reduction to be made. (Only total mileage made by the number of assigned turns on engineers' extra list are used for determining reduction to be made to engineers' extra list. See second sentence **of** first paragraph of "NOTE".)

(E) A 15-day checking period will be used unless otherwise agreed upon by the proper local supervisory officer and local chairman **of** the BLE on each division.

(b) Regulation of Mileage.

In the regulation of assigned and extra passenger service, a sufficient number of men will be assigned to keep mileage or equivalent thereof within the limitations of 4000 and 4800 miles per month; in assigned, pooled or chain gang freight, or other service paying freight rates, a sufficient number of men will be assigned to keep the mileage or equivalent thereof within the limitations **of** 3200 and 3800 miles per month. In assigned yard service, regulations will be made requiring each regular assigned man to lay off when he has earned the equivalent of **35** days per month.

(c) Combination Mileage.

When engineers are used in combination service, **they will** be permitted to make the equivalent **of** 3800 miles **in** freight service per month.

(d) Working Lists Handled Separately.

When regulating working lists where separate **lists** are maintained for the respective classes **of** service, **each** list will be handled separately.

(e) Register Mileage.

Engineers will be required to register their total mile age on roundhouse register at end of each trip and engineers at outside points will wire In their mileage to the proper official in time to be relieved.

Engineers failing to register their correct total mileage at end of each trip will not be considered

available for service until they have registered such mileage. This shall not in any manner operate to penalize the railway company.

(f) The regulation of the chain gang and extra list are to be made at a specific time each day, the time to be agreed to by the Local Chairman and Superintendent or Master Mechanic.

RULE 70(a). Rights in Yard Service.

Engineers will have seniority rights to such vacant positions as they consider preference In yard service.

(b) Road engineers desiring to enter yard service may do so when there is an opening, but when business decreases to where it will affect yard engineers who held rights in yard previous to their entering they will be returned to road service. This rule not to affect engine who are physically or otherwise unable to perform road duties.

(c) The Master Mechanic may assign engineers switching service temporarily without loss of rank in road service. Where the service requires it, or where is necessary on account of lack of business, or where engineer or members of his family may be ill, engineers may be temporarily assigned to yard service, but must return to road service when called on.

RULE 71. Engineer and Fireman on Switch Engine

When regular switch engines and yard crews are used, there shall be a switch engineer and fireman assigned.

RULE 72. Give up Run Account Physical Condition

(a) When an engineer is compelled to give up a account of his physical condition, he may exercise seniority and take another run, provided arrangements are agreed upon between representatives of the Brotherhood of Locomotive Engineers and officers of the Railway.

(b) When, under paragraph (a) of this rule, an engineer, on account of his physical condition, gives up a run to which he holds rights, it will be agreed between representatives of the B. L. E. and officers of the Company, whether such relinquishment is temporary or permanent. If temporary, he will continue to hold right to the run he temporarily gives up and it will not be declared vacant; neither will the run he takes be declared open; but he must return to the run he temporarily gives up as soon as his physical condition permits. If permanent, such will expire at the end of ninety (90) days unless further extension is agreed upon. If permanent, the run he gives up will be declared open and will be bulletined as provided in Rule 74(b); also the run he takes will be declared open and will be subject to bulletin and displacement rules.

(See Appendix S, page 178.)

RULE 78. Changes Causing a Vacancy.

A run affected by either a change of four hours **in** starting time, points of layover, **or** by a change of 400 **or** more miles per month, will be considered vacant. An engineer holding such run may return to his former run, unless a run has been created which is preference to **his** former run, provided claim for same is made within 10 days after such run is established.

INTERPRETATION No. 1:

Changing a through passenger run to a local passenger run in both directions, or vice versa, will be cause for rebulletining the run. Changing the number of a train does not thereby open run for bulletin.

Where a run has been changed so that it **is** declared vacant, the engineer holding such run must apply for the run he desires within 10 days, even though he is holding a temporary vacancy. If he fails to apply for a run under this rule, he will be placed on the extra board until there is an opening for him to exercise his seniority.

The phrase in Rule 7 3 reading: "A run affected by either a change in four hours in starting time" is intended to mean a change of four hours between leaving time of trains, as shown in old timetable and as shown in new timetable when carded trains are involved. A change of one hour or more in regular starting time of an assigned yard, or combination yard transfer job, will cause such job to be considered vacant.

A run affected by a change In day of lay-over (it being understood that day of lay-over may be considered preference); a change from straightaway to turnaround or vice versa, regardless of whether the mileage is more or less than 100 miles; or a change from six-day to seven-day assignment or vice versa, will be considered vacant and will be rebulletined.

NOTE: When agreed to by the Local Chairman and Superintendent or Master Mechanic, the four hours In this Rule may be changed to two hours.

RULE 74 (a). Permanent and Temporary Vacancies and New Runs.

A permanent vacancy Is one created by an Incumbent engineer relinquishing his rights to a continuing regular assignment.

A temporary vacancy Is one created by an Incumbent engineer being absent from a continuing regular **assignment** without having relinquished his rights thereto.

A new run is an additional regular run or service which is to continue for ten days or more.

(b) Bulletin Vacancies and New Runs.

Permanent vacancies and new runs will be bulletined by the Master Mechanic at all district terminals on that seniority district out of which engineers operate. The bulletin must clearly outline the nature of the service required, specifying train number or designation, terminals, days on which service is to be performed, and rotation of service thereon. The bulletin will state the closing time and date, which shall be on the tenth day after posting and not later than 12: 01 P.M. on that date. The bulletin will be posted as soon as possible after receipt of necessary information as -to the vacancy or new run by the Master Mechanic.

(c) Waiver of Bulletins.

Each seniority district may, at its **option, waive** the issuance of bulletins on all permanent vacancies **or** new **runs** in switch engine and chain gang service. When bulletins are so waived, the senior engineer **applying for** such service during the first ten **days of its continuance will be considered assigned thereto, and will hold the** same rights as **if it had** been **bulletined**.

(d) Bids for Bulletined Positions or Assignments.

Applications for bulletined positions, or for assignments on which bulletins are waived under paragraph (c) of this rule, must be made in writing in duplicate and one copy each must be delivered to the office of the Master Mechanic and to the BLE Local Chairman of that seniority district before the specified expiration time. Failure to furnish copy of application for a bulletined position to the BLE Local Chairman before the specified expiration time will void the application. Applications by wire will not be accepted unless it can be shown that it was impossible to make application in writing. If an engineer registers In or out of a terminal where bulletin is posted during life of bulletin, he will be considered as having had necessary opportunity to apply for service bulletined. Applications for permanent vacancies or new runs cannot be withdrawn after the close of the bulletin or after the ten-day period. An engineer who relinquishes his right to a regular assignment will not be eligible to rebid upon the vacancy thus created by **him** unless there are no other bidders for such vacancy.

Assignment of engineers to specific service will be arranged by mutual action of the Local Chairman and the Master Mechanic **of the seniority** district involved.

(e) Absence During Bulletin Period.

An engineer temporarily out of service due to leave **of** absence, sickness or suspension, during the entire life of a bulletin, may exercise his seniority to service advertised on such bulletin, provided he does so immediately upon his return to service.

(f) Establish Bulletin Rights.

Failure to apply for a permanent vacancy or new run during the bulletin period will be considered a declination of such service. At the expiration of the bulletin period, the senior applicant will be assigned to such service, and will thereupon establish bulletin rights thereto, and will not thereafter be displaced therefrom unless: (1) it becomes his turn to be reduced to other service on account of reduction of force; (2) he is displaced by a senior engineer who can no longer hold the **run** on which he was established when passing up such service on bulletin; (3) he is displaced by a senior engineer who was temporarily out of service due to leave of absence, sickness or suspension during the entire bulletin period.

When an engineer has passed up a run and he afterward takes this run on a subsequent permanent vacancy, he thereby establishes his seniority on the run; and when a reduction is made the youngest man will be reduced.

When the extra board is reduced, the engineer cut off has the option of displacing anyone his junior. The extra board might be cut at a time when the junior engineer on the extra board is senior to two or three engineers on outlying assigned runs, and he has the option as to which one of these he desires to displace. If there should be no one working as an engineer who is junior to the engineer cut off the extra list, he will, of necessity, revert to whatever position he could properly take as a fireman.

(g) Filling Bulletin Position If no Applicant.

If there are no applicants on a bulletin, the senior engineer who is cut off the engineers' extra list will be assigned thereto.

(11) Service During Bulletin Period in Freight or Yard Service.

Service during the bulletin period on a permanent vacancy or new run in freight **or yard** service **will** be supplied from the extra board, except that a senior engineer not holding a regular assignment, or a senior engineer who was displaced from a regular assignment **by** a senior engineer, or whose regular assignment was canceled during the existence of such vacancy or new run, and who has not yet placed himself, may take such run during the bulletin period, who thereafter may be **displaced** by any senior engineer.

NOTE: Mesabi Division is governed by letter agreement dated April 30th and May 3, 1938. (See Appendix G, page 115.)

NOTE: The phrase "except that a senior engineer not holding a regular assignment" may include a senior engineer on the extra list because the extra list is not considered to be a regular run.

INTERPRETATION: When an engineer holding a regular assignment places himself on a Permanent vacancy or new run during the bulletin period, in accordance with Rule 74 (h) he thereby relinquishes his rights to his former run, which thereby becomes a permanent vacancy, and will be bulletined as such. In such a case, however, Rule 74(d), last sentence, is not intended to prevent such engineer from returning to his former run if displaced by a senior engineer prior to the expiration of the 10-day period, or he is the unsuccessful bidder for the new run or permanent vacancy, the same as any other vacancy, unless an engineer senior to him has placed himself upon it, nor will Rule 74(d) be construed to prevent his bidding on and being assigned to his former run if he is the senior applicant and has complied with the provisions of this interpretation. Under the provisions of this interpretation he must bid on the vacancy that he had created should he return thereto prior to the expiration of the 10-day period due to having been displaced by a senior engineer or having been the unsuccessful bidder on the new run or permanent vacancy.

Failure to bid on the new run or permanent vacancy will not permit him to exercise his seniority nor bid on the vacancy he had created, or displace any assigned engineers continuing to hold assignments they had been assigned to prior to this engineer's vacating his regular assignment for the new run or permanent vacancy.

NOTE: See Rule 74(p) for outlying assignment.

(i) Filling Temporary Vacancy In Freight or Yard Service.

A temporary vacancy in freight or yard service will be filled for the first ten days from the extra list. At the expiration of ten days, such temporary vacancy may be taken by the senior engineer applying for it.

An engineer on the extra board who lays off will not have his turn considered vacant until after ten days. When an engineer on the extra board takes a temporary vacancy after the ten-day period, the filling of the temporary vacancy thereby created on the extra board will be governed by mileage regulations. The mileage earned by an engineer on a temporary vacancy after the ten-day period will not be charged to the extra list.

An engineer who is cut off an extra list must promptly place himself on whatever run or service his seniority entitles him to on his seniority district. Until he has so placed himself, he is considered laying off, and is not eligible for a call until he has placed himself.

(j) Service During Bulletin Period in Passenger Service.

Service during the bulletin period on a new run or permanent vacancy in passenger service will be filled by the senior available freight engineer at the point of supply, except that a senior freight engineer applying for the new run or permanent vacancy, or a senior engineer displaced from a regular assignment by a senior engineer, or whose regular assignment is canceled, during the existence of such vacancy, and who has not yet placed himself, may take a new run or permanent vacancy prior to the expiration of the bulletin period, and may thereafter be displaced by any senior engineer.

NOTE: See Rule 74(h).

(k) Manning Passenger Service Where Passenger Extra Board is Maintained.

When a separate passenger extra board is maintained, all unassigned passenger service and all temporary vacancies in assigned passenger service for the first ten days will be filled therefrom, observing passenger terminals, rules and rates of pay. At the expiration of ten days, a temporary vacancy in passenger service may be taken by the senior engineer applying for it.

(1) Filling Temporary Vacancy in Passenger Service Where no Passenger Extra Board is Maintained.

If no separate passenger extra board is maintained, a temporary vacancy in main line passenger service will be filled by the senior freight engineer available at the point of supply. After ten days, such temporary vacancy may be taken by the senior engineer applying for it.

INTERPRETATION: Any engineer applying for a temporary vacancy in passenger service after the expiration of the 10-day period can take such vacancy even though he may be junior to the engineer who laid off and whose place he wanted to fill, as there is no rule provision which permits an engineer to establish himself permanently on a temporary vacancy. When the engineer returns after laying off and the vacancy still exists, he must return and remain thereon, regardless of whether a junior engineer is on it, or until the regular engineer returns, or he is displaced **by a** senior engineer. This interpretation also applies to the exercise of seniority on temporary vacancies in freight **or** yard service after the expiration of the 10-day period **as** prescribed **in** Rule 74(i).

The oldest available freight engineer must do all the extra passenger work or decline it all; but declining such work, or making himself available again after declining it, must be done in writing to the Master Mechanic; it being understood that the reason for first having declined extra passenger work may disappear, such as his run having been changed or he has been displaced by senior engineer.

(m) Manning Unassigned Passenger Service Where no Passenger Extra Board is Maintained.

If no separate passenger extra board is maintained, all main line unassigned passenger service, (that is, all passenger service not regularly assigned), will be handled first-in, first-out by chain gang engineers in territory where such chain gang service is maintained. If no chain gang service is maintained over the territory where the unassigned main line passenger train moves, the senior, available, freight engineer at point of supply shall handle such service, who shall complete the round trip in passenger service to the distant terminal and return. If such service is available, and each successive round trip will be filled by the senior, available freight engineer at the time call is placed. All unassigned passenger service under this paragraph will be operated under passenger rules, but will be paid for at through freight rates and observe pool and unassigned freight service terminals. It is understood and agreed that at terminal points having separate passenger and freight terminals, such as Duluth-Superior, Saint Paul-Minneapolis, Hillyard Spokane, and Interbay-Seattle, the freight and passenger terminals will be considered as a single terminal, as to use of chain gang or other freight engineers in passenger service under this paragraph; Engineers to be actually run to the passenger terminal, but to be tied up at the pool freight terminal, and any deadheading or other movement of such engineers necessary between freight and passenger terminals will be computed under Rule 32, Rule 41 or other similar rule applicable at such point. (See Appendix C for handling unassigned passenger service Great Falls to Billings.)

A special train of a fraternal organization may, upon its request, be manned by an engineer member of such organization. The senior, available engineer of such organization to be used. Other engineers run around by reason of this will not claim any penalty payment.

If a through passenger train is delayed in transit, and a made-up section is run on the timetable schedule of the delayed passenger train and such train is made up at a recognized passenger terminal where assigned passenger crews initiate and terminate service, such made-up section will be considered as the regular train **and** manned by the regularly assigned passenger engineer. It is understood that this provision will not apply **to** made-up advance sections of regularly assigned passenger trains when run in advance of the timetable schedule.

When a made-up section is manned by a regularly assigned engineer, the delayed passenger train

will be manned by a chain gang engineer in compliance with Rule No. 74(m), except as provided in Rule No. 74(k).

(n) Manning Branch Line Unassigned Passenger Service or Temporary Vacancies.

All branch line unassigned passenger service, or temporary vacancies, shall be filled for the first ten **days** from the extra board which furnishes extra engineers for other service on such branch line. After ten **days**, such temporary vacancy may be taken by the senior engineer applying for it. When service on both main line and branch line is involved in the same run, it will be classified as either main line or branch line in accordance with the preponderance of mileage of such run on either branch line or main line. At terminals where engineers are assigned to the extra list, for either passenger, freight or switching service, engineers so assigned will run first-in, first-out in their respective classes.

Engineers assigned to the extra list are not considered as holding a regular run.

An engineer assigned to the extra list who lays **off** will have his name removed from the extra list for a minimum period of 24 hours. When he reports for service, he will be marked up at the foot of the list. An engineer assigned to the extra list missing a call will not be again marked up until after the expiration of 24 hours or the return of the assignment or turn for which he stood, whichever is the shorter, and then will be marked up at the foot of the list. If the call missed is for a run at an outlying point, such engineer, in returning to service, will be sent to relieve the engineer who accepted call in his stead. Should deadhead compensation be involved, it will be paid only to the engineer who accepted the call, both going and returning, and no deadhead allowance to the engineer who missed the call. The foregoing to be effective except where otherwise mutually agreed upon by Local Chairman of the B. of L. E. and the Superintendent.

(o) Freight Engineer Return to Regular Assignment After Temporary Passenger Service.

When a freight engineer is used temporarily in passenger service, he shall return to his regular assignment upon completion of one trip.

(p) Manning Outlying Runs.

On outlying runs, or runs which do not have either terminal at the point of supply, the engineer first called for a temporary vacancy, or for the bulletin period of a permanent vacancy or new run, shall continue thereon for the first ten days of the temporary vacancy or for the bulletin period, except that a permanent vacancy or new run may be claimed by a senior engineer who has been displaced from a regular assignment by a senior, or whose regular assignment was canceled during the period of such bulletin, who thereafter may be displaced by a senior engineer. (See Appendix N, Page 146.)

INTERPRETATION: An engineer called from the extra list to man a temporary vacancy or for the bulletined period of a new run or permanent vacancy at an outlying point, will not be permitted to vacate such run during this 10-day period for a new run or a permanent vacancy unless he should draw a new run or permanent vacancy on which he had placed bid before having been called for the outlying assignment.

NOTE: When a demoted engineer is to be used on a run at an outlying point or at the away-from-home terminal, and the fireman on the run is senior as an engineer to the man who stands to be deadheaded from the home terminal to fill the vacancy, he will be used to run the engine and a fireman deadheaded from the home terminal to fill his vacancy as a fireman. This, to prevent a senior engineer from firing for a junior engineer.

Work trains not bulletined to tie up at source of supply will be considered an outlying **job** governed by Rule 74(p).

RULE 74. General.

When a new run or permanent vacancy is bulletined, an engineer who is filling a temporary vacancy may apply for it, but has the option of staying on such temporary vacancy until

displaced. If he is the senior applicant on the bulletin, he must establish himself on the run applied for when displaced from the temporary vacancy. If he is not occupying a temporary vacancy, he must vacate his former assignment as soon as practicable, but not later than 5 days from closing date of bulletin.

When a temporary vacancy is created on a regular run, an engineer accepting same after the ten-day period can be displaced at any time by a senior engineer. If displaced by a senior engineer, he may return to his former run, even though a senior engineer is occupying same. It is understood he cannot return to his former run until he is displaced, but can exercise his right to another temporary vacancy which he desires and must return in the reverse order to his former run.

A run affected by a seniority move is automatically closed at the expiration of the ten-day period. This does not apply to temporary vacancies after the ten-day period.

Engineers taking any run or switch engine in preference to the extra list may return to the extra list when same is increased in accordance with mileage regulations.

If a regular engineer reports for duty after ten days of a vacancy on his run, and afterward lays off without going to work, it will be considered a continuing temporary vacancy, the same as if the regular engineer had not reported for work, and can be taken by the oldest engineer desiring it.

If an engineer reports for any run and later lays off, before making a trip, it will be treated the same as though he had not reported or been marked up.

Unless other local agreement is made by Local Chairman and Master Mechanic due to local conditions, an engineer laying off for any cause will report (may be done in person or by telegram) for work at the end of the trip or day previous to the trip or day he resumes work so that the man displaced will have the opportunity of immediately taking other service. This does not apply in case of the absent engineer's run being filled from the extra board, or in case of a passenger run being filled temporarily by the senior freight engineer in accordance with Rule 74

(L) and (o).

When traffic is tied up for any cause and assignments of runs affected are not canceled, road engineers affected by the tie-up may exercise their seniority after five days, and yard engineers affected may exercise their seniority after one day. After traffic is re-established, all men affected by this move shall automatically return to their former runs. It is understood this has to do only with abnormal conditions in a territory where practically all regular service may be canceled for a short time and again resumed under normal conditions at the expiration of the tie-up. It is understood the Company does not waive the right to cancel such assignments immediately upon the tie-up being evident to its officers, and does not commit itself to any assurance that such cancellation may not be made prior to the expiration of five days in road service and one day in yard service. When the Company cancels the assignments, the men affected may exercise their seniority.

The first ten days of a temporary vacancy mean the ten calendar days commencing with the first day service is performed by the relief engineer. For example, a run is assigned daily except Sunday. The regular incumbent lays off after completion of his trip on Saturday. The first ten days of the temporary vacancy in such case would be the ten consecutive calendar days commencing on Monday when the relief man performed his first service, and would not include the initial Sunday layover day. It would, however, include the next succeeding Sunday layover day.

Displacement at the home terminal must be made at least two hours prior to reporting time of the run or tour of duty, except, in a case where the displacing engineer is himself displaced subsequent to this time, he will be allowed to exercise seniority prior to the time the call is placed, the engineer so displaced to be notified immediately.

NOTE: See **Appendix "L-1"**-Vacation vacancies.

ABSENCE FROM SERVICE

RULE 75(a). Leave of Absence.

When the business of the company **will** permit, engineers will be granted leave of absence for periods **not** exceeding six **months**, and will hold their rights on **the** engineers' list during that time. This will not be granted more often than once in two years, except **if** required In slack times for the purpose of securing work elsewhere.

(b) Absence Account Sickness or Injury.

Engineers who are out of the service longer than **six** months through sickness or injury, or under leave granted by proper authority, will not lose their rights under this rule.

RULE 76 (a). Laying Off at Outlying Point.

Engineers assigned to outlying runs or jobs, after being off their run or Job for any reason, when again reporting for duty, must give notice at lay-off point, of such intention to return to service, not later than the arrival of their run on the last trip previous to such return. Failure so to advise of such prospective return will entitle the relief engineer thereon to hold such run for additional round trip or day.

If engineers, on laying off, specify the number of trips they will be absent, or register specific time when they will again be available for duty, they will be marked up at such time, and relief engineer will be released from such service at the close of the last round trip so shown.

(b) Displacement at Outlying Point.

Displacement of assigned engineers at outlying points must be done not later than the arrival of their runs at relief points, unless the displacing engineer Is himself displaced after the arrival of said run-with this exception, that, In the case of a man returning from his vacation period, or returning from a leave of absence, after the run has tied up, this will not apply, providing the vacancy occurred during his absence.

When runs are discontinued, the engineers affected will be notified by the Company on the last day the run is on.

If engineers are displaced at other than outlying points, they will be notified as soon as practicable.

If not notified, they will be paid for time lost.

INVESTIGATIONS, DISCIPLINE and REINSTATEMENT

RULE 77. Investigations and Discipline.

Engineers charged with offenses involving suspension or discharge will be advised the nature of such offense, and no engineer will be discharged, suspended, or given record suspension without full investigation within **five** days by Superintendent or other designated officer, at which investigation all parties interested will be notified to be present, and at which any engineer under investigation may be represented **by** the Local or General Chairman of the Brotherhood of Locomotive Engineers, or a member of that Organization of his choice, or both, who may be present and hear all evidence submitted at the investigation if they so desire. If the engineer is not satisfied with the decision, he will have the right to appeal to the next higher officer, continuing such appeal, if desired, until it reaches the General Manager, whose decision shall be final.

If the engineer is found blameless, he shall be immediately reinstated and paid for time lost at his regular rate for each calendar day.

The Engineers' Committee will be allowed to see all papers pertaining to the case.

In no case, except for Insubordination or other extreme case, will an engineer be taken out of service without being notified of the reasons in writing by the Master Mechanic.

When an engineer is suspended and then required to return to work before the expiration of such suspension, the remainder of such suspension is automatically canceled.

An engineer held responsible as the result of an investigation will be notified in writing of the decision rendered within 20 calendar days immediately following the investigation.

RULE 78 (a). Reinstatement.

Engineers who are discharged and are returned to duty will hold former rights, provided they are reinstated within six months, unless their cases are pending in the hands of the Brotherhood of Locomotive Engineers' adjustment committee. Cases will not be considered as pending when decisions on same have been rendered by the Assistant General Manager or General Manager, unless re-opened by the same authority.

(b) When an engineer is barred from certain service by the Company and is allowed to work in other service as engineer, he has the right to take any run his seniority entitles him to, in the class of service in which he is allowed to work.

In case restriction to certain service is removed, he may apply for and be placed on any run to which his seniority entitles him in the service from which he is no longer barred, providing he applies for such run within ten days after date he is notified that the restriction has been removed.

MISCELLANEOUS

RULE 79. Calling crews.

Engineers will be called as nearly as practicable one **hour** before they are required to go on duty, provided that if for any reason engineers ask to be called more than one hour before going on duty they will not receive additional **pay** on that account.

At main line terminals, engineers will be called within one mile **of** register office and will be called at the address designated in a book kept **for** that purpose at register points. When engineers have telephones they will be called by phone, regardless of distance. It is understood that when engineers are called **by** telephone within the one-mile distance and do not respond, a caller will be sent to call him in person.

RULE 80. Efficiency Tests.

Efficiency tests will not be conducted under conditions that are hazardous to employees. Tests which would **be** a violation of train order will not be made except **by** train order,

RULE 81 (a). No Fines.

Engineers will not be required to **pay fines on** account **of** breakage or loss of tools.

(b) Supplies Placed on Engines.

It is agreed that supplies will be placed upon engines at least thirty minutes before engine is required to leave designated track. Engineers must not leave without having proper supplies on engine, unless authorized by **a** division officer.

(c) Set up Wedges, Fill Grease Cups, etc.

Where engineers are required to set up wedges, **fill** grease cups or clean headlights, they shall be relieved **of** such service at all points where competent roundhouse force is employed; neither will they be required to place on or remove tools or supplies from locomotives or trains, **fill** lubricators, flange oilers, headlights, markers or other lamps at points where roundhouse force or engine watchman is employed.

RULE 82. Protection During Cold Weather.

All mountings in cabs shall be kept packed and during cold weather all engines will be equipped with frost glasses in front windows in cabs, side curtains and back boards; all other openings around running boards and reverse levers in cabs will be kept closed.

RULE 83(a). Transportation.

Engineers who have been in the service over one year will be furnished with quarterly passes good on their division and with a reasonable number of trip passes good on other divisions.

Time transportation will be furnished engineers good over the district on which they held rights prior to the schedule dated December 1, 1909. This not to apply to engineers promoted or hired since division rights were changed in above mentioned schedule.

Transportation will not be taken from engineers while under suspension.

(b) When engineers choose to take runs compelling them to change their homes, transportation shall be furnished for their families and household goods.

RULE 84. Pilot To and From Roundhouse.

Engineers arriving at terminals with freight trains will be piloted by brakemen to roundhouse track, and on outgoing trains, from roundhouse track to trains.

RULE 85. Inspection and Work Reports.

Engineers will make such inspection of their engines and such reports of work required as may be called for from time to time by proper authority.

At roundhouse where inspectors are employed, engineers having regular engines will not be required to make pit inspection.

This will not relieve engineers from reporting defects of which they know.

RULE 86 (a). Qualification Requirements as to Territory.

To insure uniformity as to qualification requirements for Engineers as regards familiarity with the territory over which they are operating, it is agreed that:

For the purpose of defining the territory upon which familiarity qualifications are required, the lines from Saint Paul to Seattle via either St. Cloud or Willmar, and via either New Rockford or Grand Forks-Devils Lake, and the lines from Duluth to Minneapolis, Duluth to Grand Forks, Sioux City to Willmar, Butte to Havre, Billings to Shelby, and Everett to Vancouver, B.C., will be considered main line.

For main line passenger service, Engineers to be qualified must have made a trip over the district in any capacity (either engineer or fireman), in engine service, within a period of one year; In freight service within a period of two years. In main line territory where there have been no extensive changes, such qualification period may be extended by agreement between the Local

Chairman and the Division Superintendent.

On mountain grades of 1.8% or greater, Engineers to be qualified shall have made a trip over such territory in any capacity in engine service within six months and in freight service one year.

In the electrified zone between Appleyard and Skykomish, in either passenger or freight service, engineers or firemen to be qualified must have made a trip over such territory within six months.

This refers only to familiarity with road and track, and has no bearing upon the employee's mechanical qualifications to handle various classes of power. Such mechanical qualifications as are proper will be required on any territory.

(b) Qualification Requirements as to Manning Gas electric or Diesel Locomotives and Motor Cars or other power.

To Insure qualification of necessary engineers to **man** gas-electric or Diesel locomotives and motor cars, as they **may** be required, and in accordance with schedule seniority rules, Great Northern Railway Company and **its** Engine Service employees represented by Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen do hereby agree as follows:

1. An instruction booklet covering such classes **of** locomotives and motor cars has been prepared by the Company and furnished all engine service employees concerned.

2. On the Willmar, Dakota and Minot Divisions, Engineers Junior in seniority rank to the schedule listing hereinafter shown will be allowed until March 1st, 1940, properly to qualify themselves in the handling of gas electric and Diesel locomotives and motor cars. On the Willmar Division, all engineers junior to number one hundred thirty (130) on the current engineers' seniority roster must so qualify; on the Dakota Division, all engineers junior to

number fifty-one (51); on the Minot Division, all engineers junior to number forty (40).

3. On other operating divisions where only one or two such locomotives or cars are in service, local officials and local chairmen of the two enginemen's organizations will arrange such details. In connection with necessary men qualifying for such types of power as may be necessary to take care of local conditions.

4. For qualification purposes, wherever possible, such types of motors will be placed at terminal points easily accessible to all concerned, and instruction classes will be held by Traveling Engineers or other qualified Instructors.

5. When gas-electric or Diesel power hereafter is assigned to a shift or run where steam power previously has been used, the regular assigned crew on such shift or run will continue to man such assignment under the supervision of a qualified instructor without loss of time from such regular assignment.

6. If any employees other than as above provided for have not made necessary student trips and otherwise qualified themselves for such service within the time limits set forth, such employees must make such student trips and qualify themselves for such service before being available for extra board service as engineers, and if held from such extra board service as engineers, because of lack of necessary qualification, they will not be allowed to exercise their seniority as firemen while so held from Engineers' extra board.

7. Firemen hereafter promoted to positions as engineers will be required to pass the necessary examinations on gas-electric and Diesel locomotives and motor cars, as well as on steam power, it being understood that such examination will cover information necessary to the ordinary operation of such types of power, and care of minor mishaps which might occur on average service trips.

8. It is agreed that both the Company and the Organizations parties hereto will encourage and assist all engine service employees, whether so required herein or not, to qualify themselves for service on all types of power used on their respective seniority districts, to the end that neither

Employees nor Company be unnecessarily inconvenienced by such lack of qualification.

RULE 87. Engineers Keep Firemen's Time.

Engineers are required to account **for** firemen's time who are with them. '

Engineers will be notified when time is not allowed **as** claimed on time slip, giving the reason therefor.

RULE 88. Representation.

The General Committee of Adjustment for the Brotherhood of Locomotive Engineers will represent all locomotive engineers, in making contracts, rules, rates an working conditions, and the interpretation thereof,

RULE 89(a). Handling Disagreements.

Should any disagreement or misunderstanding arise a to the construction and meaning of these rules, the matter shall be decided be a conference between the highest designated appeal officer and the committee representing the Brotherhood of Locomotive Engineers.

(b) Rulings, Copy to B. of L. E.

When an Interpretation or ruling as to the application or Intent of any rule or rules of this

agreement Is made by the highest designated appeal officer, a copy of such interpretation or ruling will be promptly furnished to the General Chairman of the B. of L. E.

RULE 90. Conferences Desired.

In case a meeting or conference is desired between th general officers of the company and a committee representing the Brotherhood of Locomotive Engineers, written notice stating the nature of the matter to considered will be forwarded to the highest designated appeal officer 30 days before conference is desired, who will fix a date and time when same may be held.

RULE 91. Rights Under Previous Schedule.

Nothing In this agreement will be interpreted to affect the rights of engineers acquired under any previous schedule. No provision herein is retroactive.

RULE 92. Copy of Agreement to Engineers.

Engineers will be furnished with copies of this agreement.

RULE 93. Time Limit on Claims.

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved to the officer of the company within **60** days from the date of the occurrence on which the claim or grievance Is based. Should any such claim or grievance be disallowed, the carrier shall, within 60 days from the date same is filed, notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, **but** this shall not be considered as a precedent or waiver of the

contentions **of** the carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be **appealed**, such appeal must be taken within 60 days from receipt of notice of disallowance, and the representative **of** the carrier shall be notified of the rejection of **his** decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances.

(c) The procedure outlined in paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within 60 days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within one year from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the one year period herein referred to.

(d) All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the carrier. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e) This rule recognizes the right of representatives of the organization party hereto to file and prosecute claims and grievances for and on behalf of the employees it represents.

(f) This rule shall not apply to requests for leniency.

NOTE: The one-year provision of paragraph (c) applies to claims or grievances appealed to the highest designated appeal officer on and after the effective date of this schedule agreement.

FOR GREAT NORTHERN RAILWAY COMPANY:

/s/ I. G. POOL

Vice President

FOR BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ H. W. HASKINS

General Chairman

Signed at St. Paul, Minnesota

this 31st day of Dec., 1954.

APPENDIX "A"

Interpretative Agreement, Rule 45

The terms of Agreement made at Chicago, effective April 1, 1908, (quoted below), are hereby reaffirmed and made a part **of** this schedule. See Rule 45.

COPY of Memorandum of Agreement between the **Order** of Railway Conductors, Brotherhood **of** Railroad Trainmen, Brotherhood of Locomotive Engineers, Brotherhood **of** Locomotive Firemen and Enginemen, and a committee **of** General Managers of Railways, effective April 1, 1908.

Article 1. Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then, until after the expiration of fourteen hours on duty under the Federal Law or within two hours of the time limit provided by State laws if State laws govern.

Article 2. If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their services will be paid for under **the individual** schedules of the different roads.

Article 3. 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.

Article 4. A continuous **trip** will cover movement straight-away or turn-around, from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew **is** released for rest, a new trip will commence when the crew resumes duty.

Article 5. Road crews tied up under the law will be paid the time or mileage of their schedules, from initial point to tie-up points. When such crews resume duty on a continuous trip, they will be paid miles or hours, whichever is the greater from the tie-up point to the next tie-up point, or to the terminal. It is understood that this article does not permit crews to be run through terminal unless such practice is permitted under their schedules.

Article 6. 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 Article 6, the same as if they had run the train to such terminal.

Article 7. 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.

Article 8. The foregoing articles constitute an agreement for the railway companies named in the original memorandum and their conductors, trainmen, engineers and firemen, as to runs that are tied up in conformity with the law, and becomes a part of the schedules or agreements of these roads, and subject to their provisions as to amendment by mutual consent. Nothing herein contained shall be construed to amend or annul any rule in the various agreements with individual roads.

Question 19. In connection with payment to crews tied up between terminals under the law, Mr. W. T. Tyler, Director Division of Operation, addressed the following letter to the Regional Directors under date of February 16, 1920.

"Question and answer No. 76 of Interpretation No. I to Supplement No. 24, and question and answer No. 101 of Interpretation No. I to Supplement No. 25 read:

. 'Question: Does this section contemplate the payment of continuous time between terminals whether crews are tied **up** under the law or otherwise?'

'Decision: Yes; deducting time tied up under law, schedule rules, or accepted practices.'

"Under this decision questions have arisen whether there was any intent to change the application of the rules for the application of the 16-hour law, covering cases where crews are tied up and resume duty, or when tied up and then towed or deadheaded into terminals.

"When the decision was agreed upon with the representatives of the engine and train service organizations it was distinctly understood that there would be no change in the basis of payment provided in the existing rules for the application of the 16-hour law.

"I will therefore be pleased **If you** will instruct the Federal Managers accordingly."

As the bases of Payment in existing rules are not changed, what method of computation should be used to

104

determine when time and one-half rate for overtime begins?

Decision: When crews are tied up between terminals under the law there are two periods when time begins on such trips and for these two periods time must be separately computed to determine when the punitive overtime rate applies. The first computation of time begins at the time from which road overtime is computed at Initial terminal. The second computation of time begins when the crew goes on pay after the tie-up and time and one-half will be paid after eight (8) hours where the distance run is 100 miles or less and after the time equivalent of the miles divided by 12% where the distance run is over 100 miles.

If the crew is relieved under the law and deadheads or is towed to terminal they will be paid therefor the same as **if** they had run the train to such terminal.

10 5

APPENDIX "B"

AGREEMENT COVERING TRANSMISSION OF TRAIN
ORDERS, DATED APRIL 30,1941.

Memorandum of Agreement Between Great **Northern** Railway Company and **Order of Railroad** Telegraphers, American Train Dispatchers' Association, **Brotherhood of Locomotive Engineers**, **Brotherhood of Locomotive Firemen & Enginemen**, **Order of Railway Conductors**, and **Brotherhood of Railroad Trainmen**.

(1) It Is hereby agreed that train and engine service employees will not be required to call the dispatcher **for** the purpose **of** receiving orders governing the movement **of** trains, and that train and engine service employees will neither be required nor permitted to copy train orders governing the movement of trains other than in emergencies as herein defined.

(2) Emergencies as herein specified shall **include** casualties or accidents, engine failures, wrecks, obstruction **of** tracks, washouts, tornadoes, storms, slides or unusual delays due to hot box or break-in-two that could not have been anticipated by dispatcher when train was at last previous telegraph office, which would result in serious delay to traffic.

(3) When no emergency exists, as above defined, an inquiry by train or enginemen as to the time or location of another train or in connection with their work, will not be considered a violation of this agreement when **it** does not involve the transmission of train orders, messages of record, reports of 0 S of trains.

(4) It shall not be considered as a violation **of** this agreement for train or enginemen to obtain necessary clearance at an automatic block **or** automatic interlocker signal in stop position due to signal failure, or for train **or** enginemen on branch line trains to obtain check **of** trains direct from the dispatcher, at Junction points where a telegrapher is not now **employed**, but **only on such** trains as are due to arrive **at** such Junction **point** after branch **line** train has passed the last telegraph or telephone office before arrival at junction

106

C. O. JENKS

Vice President-

GN Ry. Co.

A. F. KUMMER

General Chairman-BLE

A. STROM, JR.

General Chairman-BLF&E

R. E. LANDIS

O. P. JOHNSON R. E. LANDIS

General Chairman-ORT General Chairman-ORC

P. C. BRADLEY

ED. G. STACK P. C. BRADLEY

General Chairman-ATDA General Chairman-BRT

Signed at St. Paul, Minn.,

this 30th day April, 1941.

APPENDIX "C"

Unassigned passenger service between Great Falls Billings (affects Rule 74m)

Memorandum of Agreement between Great Northern Railway Company and Brotherhood of Locomotive Engineers effective September 1st, 1942.

In the handling of unassigned passenger service between Great Falls and Billings, which is not specifically covered by schedule Rule 74 of the current schedule agreement between the parties hereto, due to the passenger terminal at Billings and the freight terminal at Laurel not being at the same point, IT IS AGREE that such unassigned passenger service will be filled I

accordance with the provisions of paragraph In current schedule Rule 74, subject to the following additional provisions.

Chain gang engineers deadheaded between Billings at Laurel in connection with the performance of unassigned

passenger service will be paid actual time or mil whichever is the greater from roundhouse to point service or vice versa.

When a chain gang engineer is called at Laurel, aft held-from-home-terminal time has commenced un schedule Rule 37, to deadhead to Billings and continue therefrom in unassigned passenger service, he will paid all held-from-home-terminal time already accrued when called, plus deadheading as above provided, and w then go automatically on duty at arrival at Billings from which point his road trip will commence.

When a chain gang engineer Is called at Laurel, aft held-from-home-terminal time has commenced under schedule Rule 37, for light engine movement Laurel Billings and continued movement In unassigned pass ger service Billings to Great Falls, held-from-home-terminal time will be computed continuously from time of t up at Laurel until departure from Billings, without deduction from actual miles run and without claim f runaround as between such engineer and other ch gang engineers at Laurel. If delayed at Billings m than one hour, initial terminal delay will be allowed per schedule Rule 31 (a) for the actual period of au delay, except that such delay will not be paid for bo as hold-from-home-terminal time and as Initial terminal

When a chain gang engineer arrives at **Billings** In unassigned passenger service and Is deadheaded or run light to Laurel, he will stand for service out of Laurel thereafter, and his held-from-home-terminal time will be computed as of the time of his arrival at Billings. If tied up at Billings, he will be considered as tied up between terminals under the provisions of schedule Rule 43.

APPENDIX "D"

(referred to in Rule 30)

MEMORANDUM of AGREEMENT between Great Northern Railway Company and Brotherhood of Locomotive Engineers regarding the handling of road engineers In the Twin City Terminals.

1. The arriving and departing points for freight trains operated into or out of the terminals at St. Paul and Minneapolis, for the purpose of computing road service or terminal allowances, shall be as follows:

(a) For trains via Northtown Junction, Van Buren Street.

(b) For trains via Clearwater Junction,

(1) when run via Minneapolis Junction, Harrison Street.

(2) When run via Stone Arch Bridge. (including silk, berry or fish trains)

(when paid on freight basis), First Street.

2. Movement of engines or freight trains between the terminal points above designated, and points east thereof to the end of Great Northern tracks at St. Paul Levee, (including stub tracks in levee yard and St. Paul Union Depot, and connection with CB&Q trains in North Q Yard at

Division Street), shall be considered as terminal movements, and shall be paid for as continuous time on the basis of 12 1/2 miles per hour, when the trip is made in miles. If crews are not returned to Minneapolis with their engines, fifteen (15) miles deadheading will be allowed for crews returning to Minneapolis terminal as per Engineers Rule 41(d).

3. The movement of trains west or north of the terminal points above designated, to and including yard limit boards on the lines running to Wayzata, Osseo and Coon Creek, shall be considered as road movements, and no switching allowances shall be made for picking up or setting out cars within such limits.

4. If a crew running via Stone Arch Bridge is not tied up until after a succeeding train running via Minneapolis Junction the order of their respective arrivals at First Street shall determine the order in which they are marked up for their next service, and the first crew to arrive at First Street shall not be run around by reason of their divergent routing therefrom.

110

5. It is understood and agreed that the provisions **of** this agreement are not Intended to supplant regularly assigned Twin City Transfer service, and will not be **so** used.

6. The provisions of this agreement shall be effective as of July 1st, 1930.

7. This agreement shall continue in effect until ten

(10) days after notice in writing of desire for modification or cancellation thereof shall have been given **by** either party hereto to the other.

III

APPENDIX "E"

(referred to in Rule 30)

MEMORANDUM of AGREEMENT between Great Northern Railway Company and the Brotherhood of Locomotive Engineers.

In correction of any existing contrary arrangements or understandings, and to provide a definite and satisfactory method of application of rules at the points herein designated, the Great Northern Railway Company and its employees represented by the Brotherhood of Locomotive Engineers, agree as follows:

I 1. The recognized switching and transfer service zones, through joint facility agreements and location of yard limit boards, at certain points extend beyond the rails of the Great Northern Railway Company, and beyond certain recognized stations for set-out and pick-up. At Everett, Washington, such zone extends from Delta to a point East of Lowell, and to a point South of the Oil Spur at Mile Post 31; at Seattle, Washington from Interbay to a point South of Holgate Street; at Tacoma, Washington to a point South of South Tacoma, and at Portland, Oregon to Lake Yard.

2. In connection with the prompt handling of cars originating at or destined to points outside of the recognized switching zone, certain trains having their terminal at Delta, Interbay, Tacoma or Portland are required to pick up or set out such cars at points such as Lowell, Oil Spur, Holgate Street, South Tacoma or Lake Yard, which points are not within the territory comprising the terminal yard proper, but are within the recognized switching or transfer zone, handled from such terminal yard.

3. When such outbound trains are required to pick up cars or inbound trains are required to set out cars at such outlying points, the train and engine crews will be paid as switching for actual time expended in making such pick up or set out at the outlying point, with a minimum of 10 minutes at each location thus served.

4. If such trains are required to perform terminal switching in the terminal yard proper, in addition to making pick-ups or set-outs at an outlying point, they will be paid switching allowance continuously from the time switching is commenced at the initial terminal yard, until completion of the pick up at the outlying point, or continuously from the beginning of set out service-at

112

the outlying point until completion of the switching service in the terminal yard proper.

5. It Is understood that this service is in connection with the prompt handling of cars hauled in such t outside of the switching zone, and is not applicable the handling of cars exclusively within the switch zone. If cars are handled within the switching zone o by a road crew, such as movement of a car from lute to Holgate Street, or vice versa, without any road h it Is understood that such movement is purely a term switching movement, and Is payable as such, from inception until the completion of such movement.

It is understood and agreed that this prescribed met of handling is applicable only to the switching z specified, unless extended by mutual agreement to o locations, and that it is in conformity with existing r and practices covering yard and terminal switch service.

This agreement shall become effective May 1st, 1911 and continue in effect until thirty days after notice in writing is given by any of the parties hereto to the effect of their desire for cancellation or amendment.

"APPENDIX "F"

(referred to in Rule 30)

To facilitate the handling of competitive freight shipments out of the Portland, Oregon terminals, which are otherwise delayed in joint facility territory, the Great Northern Railway Company and its employees represented by the Brotherhood of Locomotive Engineers agree as follows:

1. When freight shipments from points, yards or sidings South of Vancouver, Wash., (including S. P. & S. yard, Guilds Lake Yard, Oceanic Dock, North Portland and Willbridge), are handled in a train out of Portland Switching Zone, without being switched in station order, road crews may be required to perform necessary switching to so classify or block such cars, at Vancouver, Washington or points north thereof.
2. When such classification or block switching of business from Portland switching zone is performed by road crews at Vancouver, Washington or north thereof, such switching will be paid for on a minute basis for actual time so consumed, in addition to pay for the trip, regardless of point where actually done, the same as it would have been if performed at the initial terminal.
3. It is understood and agreed that such payment for classification or block switching, at intermediate points, of cars handled in a train, applies only to cars actually taken out of Portland Switching Zone by a train having its initial terminal at Portland and does not apply to the picking up in proper station order of cars picked up at Vancouver, Washington or other intermediate points between Vancouver, Washington and Interbay, Washington.

4. This agreement shall become effective as of Ma Ist, 1938, and continue until thirty days after written notice shall have been given by any of the parties beret

APPENDIX "G"

(referred to in Rule 74h)

"April 30th, 1938

Mr. A. F. Kummer, Chairman,
Brotherhood of Locomotive Engineers,
Saint Paul, Minnesota.

Dear Sir:

Referring to conference with your General Committee, in regard to filling of permanent vacancies and new runs on the Mesabi Division prior to the expiration of the ten-day bulletin period.

We are agreeable to providing that on the Mesabi Division, when new runs or permanent vacancies require the bulletInIng of such service, the senior engineer applying for such service will be so placed at once, and the service will not be reserved to the extra board for the full ten day bulletin period after such applications are received.

It is my understanding that you desire this to apply on the Mesabi Division only, and that there Is

to be no change in your bulletin rule or practice thereunder.

I would be glad of your acknowledgment of such arrangement, which I am asking Division Superintendent to make effective at once.

/s/ J. C. Rankine

Asst. to Vice Pres."

"May 3rd, 1938

Mr. J C. Rankine, Asst. to Vice Pres.,
Great Northern Railway Company,
St. Paul, Minnesota.

Dear Sir:

This will acknowledge yours of April 30th, 1938, with reference to conference with Engineers' General Committee in regard to filling permanent vacancies and new runs on the Mesabi Division prior to expiration of 10-day bulletin period.

This will acknowledge your agreement to the arrangement requested by the engineers, with the understanding that this arrangement will apply to the Mesabi Division only, and that there will be no change in our bulletin rule or practice thereunder.

Yours very truly,

/s/ A. F. Kummer

Chairman'

115

APPENDIX "H"

(referred to in Rule 28f)

MEMORANDUM of AGREEMENT and UNDERSTANDING between the Brotherhood of Locomotive Engineers, as represented by local chairman, Mr. *J. J. Murphy*, of Lodge 798, and the Great Northern Railway Company, as represented by Messrs. *J. L. Close*, *S. G. Clark* and *I. E. Clary*.

It Is agreed that Engineers assigned to New Westminster yard engines may be used and tied up in the Vancouver, B. C. yard, with the following understanding:

When the requirements necessitate having the switch engineers who are assigned to the Westminster Yard, tie up at Vancouver, B. C., the engineers assigned to such engine will receive compensation for the actual mileage at road rate from Vancouver, B. C. to New Westminster, and from New Westminster to Vancouver, B. C., in addition to other compensation.

The New Westminster yard engineers may also be used to perform the following service at Vancouver, B. C.: Handling of perishable freight or switching of passenger equipment or performing interchange of freight or passenger equipment only, at this point. When the permissible service is performed, such engineers will be compensated for the time consumed at a time and one-half rate, in addition to all other service, with a minimum of one hour for such switching and no deduction made from the total time on duty for such service. If these engineers are used in Vancouver, B. C. (except as outlined in this paragraph), an additional day Is payable for such switching service.

If at any time it becomes necessary to assign switch engineers exclusively to New Westminster

area, the engineers so assigned will be paid one hour at road rate each way, in addition to other compensation, to compensate them for deadheading from Vancouver to New Westminster and return.

It Is agreed that this agreement will remain in effect until thirty (30) days' notice shall have been given by either party asking for its cancellation or amendment.

Isl J. J. Murphy

Local Chairman, Lodge 798,

Isl J. L. Close

APPENDIX "I"

MEMORANDUM OF AGREEMENT BETWEEN THE
GREAT NORTHERN RAILWAY COMPANY AND
THE GENERAL COMMITTEE OF ADJUSTMENT,
BROTHERHOOD OF LOCOMOTIVE ENGINEERS, COVERING THE MANNING OF
SELF-PROPELLED ROADWAY MACHINERY ON RAILS OF THIS COMPANY.

It is hereby agreed between the Great Northern Railway Company and the General Committee of Adjustment of the Brotherhood of Locomotive Engineers that the rules and rates of pay applicable to work train service contained in the schedule of wages for locomotive engineers will apply to locomotive engineers used with self propelled machines on the rails of this Company. Rules contained therein also provide that locomotive engineers will be used with all self-propelled machines that are now or may hereafter be placed in operation, when moving under their own power, but it is understood and agreed that the following exceptions will be made.

Exception No. 1. Self-propelled machines that can be lifted off and on the track by those

employees whose services are required in the operation of such machines.

Exception No. 2. Discers as now constituted and only when used for the purpose of discing on right-of-way. Parsons Cranes as now constituted and only when used to lay rail. Jackson Ballasters as now constituted and only when used to tamp ties. Joint Oilers as now constituted and only when used to oil track joints.

Exception No. 3. Reconditioned automobiles w i t h flanged wheels, and other small cars used by division officers exclusively as inspection cars on territory over which they have supervision.

Exception No. 4. Locomotive cranes, used for the purpose of cleaning out cinder pits, loading and unloading of coal, sand, and company material, when movements are confined to the roundhouse and shop yard tracks. Such cranes may pick up a car first-out to be loaded or unloaded, as outlined herein, and dispose of such cars; the car to be loaded or unloaded to be placed on and removed from roundhouse and shop yard tracks by a yard engine crew.

Exception No. 5. Locomotive cranes used in connection with car repair yards and store department yards for the purpose of handling heavy material, and whose movements are confined exclusively to these yards. Such cranes may pick up a car first-out to be loaded or unloaded, as outlined herein, and dispose of such cars; the car to be loaded or unloaded to be placed in and removed from such yard tracks by yard engine crew.

Exception No. 6. Pile driver with no more than idler car attached may move back and forth, not to exceed one thousand feet from either end of a bridge, for the purpose of picking up and setting of piling or other heavy bridge material when approach grade conditions are such as to make it impossible to provide material storage space in a lesser distance from the end of the bridge.

Exception No. 7. Self-propelled cranes used to make repairs on ore docks at Allouez.

Loaded and empty cars will be moved to and from point of work by work train or yard engine. Cranes will be restricted to the movement of loaded or empty cars on the dock track only, and only then for such distance as movements cannot be made by a locomotive. Self-propelled cranes may also be used in making repairs to ore dock approaches but in performing such work will not be permitted to handle cars.

Exception No. 8. Self-propelled ditchers when moved to and from the specific point of their operations by a locomotive in charge of a locomotive engineer may be detached from the locomotive while loading cars to make short moves provided the work train engine is not moved further from the ditcher than is necessary to enable it to make these moves. Work train engine not to be used to perform any other service while these moves are being made.

Exception No. 9. Self-propelled machines performing their usual work will be excepted when movement of these machines is provided by the power of a locomotive in charge of a locomotive engineer.

NOTE: A wrecking crane may make movements in connection with picking up a wreck without a locomotive engineer being **in** charge, provided a work train with a locomotive engineer employed thereon is used in connection with the wreck at the time the movements are made.

1 1 1@

GENERAL RULES

(A) Under no circumstances will self-propelled machines be permitted to perform switching of cars, except when operated by a locomotive engineer.

(B) When a pilot, yardman or trainman is employed with any self-propelled machine, an engineer will be employed except in the operation of those machines specifically designated In Exception No. 2.

(C) Engineers required to qualify to man and operate

the propulsion mechanism of self-propelled machines will be compensated for a minimum of eight hours at the prescribed rate for each day while qualifying, not to exceed five days.

(D) Suitable living quarters will be provided by the

Railway Company for engineers assigned to this service when such accommodations are not otherwise available.

This agreement is effective as of January 12th, 1943, and will remain in effect until revised or abrogated in accordance with the provisions of the Railway Labor Act.

ACCEPTED FOR:

BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

(Signed) A. F. Kummer

Chairman, General Committee of Adjustment

APPROVED:

(Signed) **J. P. Shields**

Ass't. Grand Chief Engineer

ACCEPTED FOR:

GREAT NORTHERN RAILWAY COMPANY:

(Signed) C. O. Jenks

Vice President

Signed at St. Paul, Minnesota

this **21st** day of October, 1943.

I 1 9

EXCEPTION TO THE KOEHRING CRANE WHEN USED
ON TRACK FOR THE PURPOSE OF LAYING RAIL:

On July 23, 1951, Assistant to Vice President M. C. Anderson addressed B. L. E. General Chairman H. W. Haskins in part as follows:

"As explained to you by Mr. Pearson during conference, the machine involved is a substitute and replacement for the Parsons and Burro cranes that were previously used for laying rail. Engineers were not previously required on self-propelled machines used for rail laying purposes in accordance with the provisions of the so-called Engineers' Self Propelled Machine Agreement dated October 21, 1943, Exception 2 thereof reading in part as follows:

'Parsons cranes as now constituted and only when used to lay rail.'

"The information furnished the undersigned is that these Parsons and Burro cranes are gradually wearing out and replaced on the various Operating Divisions, and the Koehring crane has been purchased as a replacement for the Parsons and Burro cranes. As stated to you during conference, this crane is actually an off-track, self-propelled machine, and is used on track with the aid of a small carriage on which the machine is run, and is used on track only for the purpose

of laying rail, and for the same general purpose as the Parsons crane. If used on track for purposes other than laying rail, the Carrier is willing to agree to call an engineer. However, In that an exception was granted for Parsons and Burro cranes when used for 'laying rail', the Carrier likewise requests an exception for the substitute of the Parsons and Burro crane, and then only when 'laying rail'.

"As advised you during conference, there are at present four of these cranes in operation on the various Divisions on the System, and they have been in operation for approximately two years. It is my further understanding that three more of these cranes have been ordered as substitutes for Parsons and Burro cranes. The only protest that we have had In connection with using these machines for rail-laying purposes was on the Willmar Division.

"In consideration of Exception 2 of the October 21, 1943 Agreement, and the fact that the Koehring machine Is used for the same purpose and is a

1 2 0

substitute for the Parsons crane, included in Exception 2, I am of the opinion that the Engineers' Committee can, and **will**, include this machine when used for rail laying purposes as an exception under Exception 2.

"Confirming request made to you during conference, the Carrier will appreciate it if the Committee will include these machines under Exception 2 'only when used to lay rail'. Will you please advise promptly."

Under date of November 7, 1951, B. L. E. General Chairman H. W. Haskins advised in part as follows:

"Our Committee has voted to accept this Crane, for the purpose of laying rails, under Exception No. 2 of the Roadway Machinery Agreement, it being understood that should this Crane be used on the rails for any purpose other than that of laying rails an engineer will be used to man the crane."

EXCEPTION TO DISCERS WHICH HAVE BEEN CONVERTED TO BALLAST SHAPERS:

On October 13, 1953, Assistant to Vice President M. C. Anderson addressed BLE General Chairman H. W. Haskins in part as follows:

"In accordance with your request that you be informed relative to the changes made to the Discers, Superintendent Rasmussen has advised as follows: 'The ballast shapers we have on the Butte Division consist of two machines which were converted from disc machines to ballast shapers. To complete this conversion, the discs were taken off and a metal box shaped to form the ballast line along the track was attached to the machine in place of the discs. This machine is operated over the railroad where new ballast has been completed and is used to shape up the ballast, doing work which is very similar to the work that was required previously of the disc machines, which comes under the exception in the pilots rule in the Engineers' schedule.'

"In consideration that the machines now designated as Ballast Shapers are simply the former Discers which have been modified so as to shape up the ballast shoulder, the carrier is of the opinion that such machines should properly be included in Exception No. 2 of the Memorandum of Agreement between the BLE and the Great Northern Railway pertaining

1 2 1

to self-propelled machines which was effective January 12, 1943.

"The services of an engineer-pilot are not required in connection with the operation of the Ballast Shaver any more than they were required in the operation of the Discers. Would appreciate your concurrence therein by advising that the BLE Committee is agreeable that the Ballast Shavers, as now constituted, be included under Exception No. 2 of the aforementioned agreement. It is our request that such exception be applicable over the entire property."

Under date of February 3, 1954, BLE General Chairman Haskins advised in part as follows:

"The acceptance of this machine under Exception No. 2 of this Agreement Is acceptable to our Committee, with the exception of a machine working on the Kalispell Division, which is a rebuilt weed burner, No. M-23. The information I have from our local people at Whitefish is that this machine cannot b removed from the track **and** that when used as weed burner an engineer was always employed,

e

would not cancel the requirement **for** an engine
on this machine."

EXCEPTION TO WEED BURNERS WHICH HA BEEN CONVERTED TO BALLAST SHAPERS:

BLE General Chairman H. W. Haskins' letter **of** M 21,1954, in reply to Carrier's request made in conference **April** 12, 1954, that weed burners when converted

ballast shavers be included in Exception No. 2 of so-called self-propelled machine agreement dated Octo **21**, 1943, reads as follows:

"Referring to your request that our Committee ace under Exception 2 of the Self-Propelled Road Machinery Agreement the weed burner when an It is rebuilt into a ballast shaver-

"I referred this question to my Committee, and t signified their willingness to accept this mach under Exception 2, providing that when rebulletined will be equipped with a derailing jack and rails, that it may be removed from the track at any **po** Should it not be so equipped, and **it** be necessary

ave

11

APPENDIX "J"

MEMORANDUM OF AGREEMENT

between

BROTHERHOOD OF LOCOMOTIVE ENGINE

BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN
and

GREAT NORTHERN RAILWAY COMPANY
FARMERS GRAIN AND SHIPPING COMPANY

Agreement between the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen, the Great Northern Railway Company and the Farmers Grain and Shipping Company, covering the application of the Great Northern Schedule for Engineers and the Great Northern Schedules for Firemen, Helper and Hostlers to the former employees of the Farmers Grain and Shipping Company.

Effective December 1, 1943, the Farmers Grain and Shipping Company Memorandum of Agreement for Engineers, which became effective January 1, 1941 as to rules, and December 1, 1941 as to rates of pay, and agreements and understandings thereunder, is hereby canceled effective December 1, 1943, the current Great Northern Railway Company Schedule for Engineers and interpretations and agreements thereunder, and the current Great Northern Railway Company Schedule for Firemen, Helpers and Hostlers and interpretations and agreements thereunder, as hereby interpreted, will be applied on the former Farmers Grain and Shipping Company hereafter to be identified as a sub-division of the Dakota Division.

1 (A). Rule 54 of the Engineers' Schedule under section "Fifth Division" will include the former Farmers Grain **and** Shipping Company.

(B). Rule 49(b) of the Firemen's, Helpers' Hostlers' Schedule under caption "Fifth Division" will include the former Farmers Grain and Shipping Company.

2. Seniority districts specified In Article 1 herein but excluding the former Farmers Grain a Shipping Company, is herein designated "District A", and the former Farmers Grain and Shipping Company is herein designated "District B".

(A). Engineers, Firemen, Helpers and Hostlers holdIng seniority on "District A" on November 30, 1943, will have prior rights to service on "District A" over Engineers and Firemen holding prior rights on "District B". Firemen, Helpers and Hostlers holding seniority on November 30, 1943 on "District A" will have prior rights to promotion to Engineers on "District A" over Engineers and Firemen who hold prior rights on "District B".

(B) - Engineers and Firemen holding seniority on "District B" on November 30, 1943 will have prior rights to service on "District B" over Engineers and Firemen, Helpers and Hostlers on "District A". Firemen holding seniority on November 30, 1943 on "District B" will have prior rights to promotion to Engineers on "District B" over Engineers, Firemen, Helpers and Hostlers who hold prior rights on "District A".

(C). Engineers, Firemen, Helpers and Hostlers holdIng seniority on "District A" prior to December 1, 1943 will have their seniority and right to promotion extended to Include "District B", subject to the provisions of paragraph (B) hereof.

(D). Engineers and Firemen who hold prior rights to service on "District B" will be given a seniority date as Firemen on the Fifth Division Firemen's roster with a date of December 1, 1943, in accordance with their relative rank as Engineer or Fireman, following Firemen-Helpers who were holding seniority on "District A" on November 30, 1943.

(E). Engineers, Firemen, Helpers and Hostlers hired on and after December 1, 1943, on the Fifth Division will acquire and accumulate seniority on the entire Fifth Division Inclusive of the former Farmers Grain and Shipping Company.

(F). A separate seniority roster will be maintained for Engineers and Firemen holding prior rights on "District B", as herein provided for. The Fifth Division Firemen's roster will be revised by the addition thereto of names of Engineers and Firemen holding prior rights on "District B", as provided for in Section 2(D) hereof.

(G). The rates of pay for Engineers and Firemen employed on the former Farmers Grain and Shipping Company shall be the current rates of pay Provided for under the Great Northern Schedule for Engineers and the Great Northern Schedule for Firemen, Helpers and Hostlers.

GREAT NORTHERN RAILWAY COMPANY

By C. O. Jenks

Vice President

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

By A. F. Kummer

General Chairman

FARMERS GRAIN AND SHIPPING COMPANY

By C. O. Jenks

Vice President

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND
ENGINEMEN

By A. Strom, Jr.

General Chairman

Signed at Saint Paul, Minnesota this
29th **day** of November, 1943.

125

APPENDIX "H"

MEMORANDUM OF AGREEMENT
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND
ENGINEMEN
and
GREAT NORTHERN RAILWAY COMPANY
SPOKANE, COEUR D'ALENE AND PALOUSE
RAILWAY COMPANY

AGREEMENT between the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen & Enginemen, the Great Northern Railway Company and the Spokane Coeur d'Alene & Palouse Railway Company, covering the application of the Great Northern Schedule for Engineers and the Great Northern Schedules for Firemen and Hostlers to the former employees of the Spokane, Coeur d'Alene & Palouse Railway.

Effective July 1, 1943, the Spokane, Coeur d'Alene & Palouse Railway Company Schedule for Engineers and Trolley-tenders which became effective April 1, 1936, as to rules, and December 1, 1941 as to rates of pay, and agreements and understandings thereunder, is hereby canceled. Effective July 1, 1943, the current Great Northern Railway Company Schedule for Engineers and interpretations and agreements thereunder, and the current Great Northern Railway Company Schedule for Firemen, Helpers and Hostlers and interpretations and agreements thereunder, as hereby interpreted, will be applied on the former Spokane, Coeur d'Alene & Palouse Railway, hereafter to be Identified as a Sub-division or Subdivisions of the Spokane Division:

1(a). Rule 54 of the Engineers' Schedule under caption "Tenth Division" will include the former Spokane, Coeur d'Alene & Palouse Railway.

(b). Rule 49(b) of the Firemen's, Helpers' and Hostlers' Schedule under caption "Tenth Division" will include the former Spokane Coeur d'Alene & Palouse Railway.

2. Seniority districts specified in Article I herein, but excluding the former Spokane Coeur d'Alene and Palouse Railway is herein designated as "District A", and the former Spokane, Coeur d'Alene & Palouse Railway is herein designated as "District B":

(a). Engineers, Firemen and Hostlers holding seniority on "District A" on June 30, 1943, will have prior

12 6

rights to service on "District A" over Engineers, Firemen, Helpers and Hostlers holding prior rights on "District B". Firemen, Helpers and Hostlers holding seniority on June 30, 1943, on "District A" will have prior rights to promotion to Engineers on "District A" over Engineers and Firemen, Helpers and Hostlers who hold prior rights on "District B".

(b). Engineers, Firemen, Helpers and Hostlers holding seniority on "District B" on June 30, 1943, will have prior rights to service on "District B" over Engineers, Firemen, Helpers and Hostlers on "District A". Firemen holding seniority on June 30, 1943, on "District B" will have prior rights to promotion to Engineers on "District B" over Engineers, Firemen, Helpers and Hostlers who hold prior rights on "District A".

(c). Engineers, Firemen, Helpers and Hostlers holding seniority on "District A" prior to July 1, 1943, will have their seniority and right to promotion extended to include "District B", subject to provisions of paragraph (b) hereof.

(d). Engineers, Firemen, Helpers and Hostlers who hold prior rights to service on "District B" will be given a seniority date as Firemen on the Tenth Division Firemen's roster with a date of

July 1, 1943, in accordance with their relative rank as Engineer, Fireman or Helper, following Firemen-Helpers who were holding seniority on "District A" on June 30, 1943.

(e). Engineers, Firemen, Helpers and Hostlers hired on and after July 1, 1943, on the Tenth Division will acquire and accumulate seniority on the entire Tenth Division Inclusive of the former Spokane, Coeur d'Alene & Palouse Railway.

M. A separate seniority roster will be maintained for Engineers, Firemen, Helpers and Hostlers holding prior rights on "District B", as herein provided for. The Tenth Division Firemen's roster will be revised by the addition thereto of names of Engineers, Firemen, Helpers and Hostlers holding prior rights on "District B", as provided for in Section 2(d) hereof.

(g). The rates of pay for Engineers, Firemen, Helpers and Hostlers employed on the former Spokane, Coeur

d'Alene & Palouse Railway shall be the current rates of

pay provided for under the Great Northern Schedule for Engineers and the Great Northern Schedule for Firemen, Helpers and Hostlers provided such rates are approved by the National Railway Labor Panel pursuant to the

1 2 7

Stabilization Act of October 2, 1942. Pending such approval the rates of pay in effect on the former Spokane Coeur d'Alene & Palouse Railway prior to July 1, 1943

necessary adjustments in rates retroactive to **J 3**, will be made.

GREAT NORTHERN RAILWAY COMPANY

y (**Sgd C. O. Jenks**

Vice President

By (**Sgd**) A. F. Kum

UR D'ALENE & PAL

By (**Sgd**) T. P. Dixon

OF LOCOMOTIVE **FIRE**
ENGINEMEN

By (Sgd) A. Strom
General Chairman

Approved: (Sgd) J. E. Donnelly, 5/10/4
Asst. Grand Chief Engineer

APPENDIX "H-1"
MEMORANDUM OF AGREEMENT
Between
THE GREAT NORTHERN RAILWAY COMPANY
And
THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

With reference to the joint Agreement between the Brotherhood of Locomotive Engineers,

Brotherhood of Locomotive Firemen and Enginemen and the Great Northern Railway Company, consolidating the seniority of District "A" and District "B" employees on the Spokane Division, effective July 1, 1943, it is hereby agreed that the July 1, 1943 Agreement and any other subsequent Agreements are modified insofar as it pertains to engineers as follows:

1. As long as two (2) regularly assigned switch engine jobs are maintained in District "B", It is agreed that the following is permissible:

(a) District "A" engineers may turn passenger equipment at any time on any shift, using the so-called S. C. & P. wye.

(b) District "A" engineers on any shift may be

used to deliver perishable traffic to industries located

on District "B" trackage when District "B" engineers are not performing service in the Trent Avenue Yard.

2. It and when a third shift switch engine is regularly assigned in District "B" territory, or an extra engine is worked in District "B" territory, it will be permissible for the engineers on such jobs to perform switching in District "A" territory up to a maximum of two (2) hours. It is understood that the senior engineer with prior District "B" rights will have preference for the regularly assigned job.

3. It will be permissible for District "A" territory engineers to perform switching in District "B" territory up to a maximum of two (2) hours on the third shift.

4. It is further agreed that the limitations and restrictions with respect to inter-yard service in the Agreement of July 1, 1943 and any subsequent agreements will become inoperative during the time there are sufficient regularly assigned positions as engineers available to all District "B" engineers.

5. This agreement shall become effective February 1, 1952, and shall continue in effect until fifteen (15) **days** after notice shall have been given in writing **by** either party to this agreement to the other of the desire to cancel or amend any part or the whole thereof.

FOR BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

Isl R. L. Gregson

Local Chairman

Isl L. C. Tobey

Local Chairman

APPROVED:

Isl H. W. Haskins

General Chairman

FOR GREAT NORTHERN RAILWAY CO.:

/s/ P. V. Percival

Superintendent

APPROVED:

/s/ I. E. Manion (T)

General Manager

APPROVED:

/s/ M. C. Anderson (P)

Assistant to Vice President

Signed at Spokane, Washington

this 22nd **day of** January, 1952.

1 3 0

APPENDIX "L"

VACATION AGREEMENT

(As amended effective January 1, 1954)

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.

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 (2400) basic days In miles or hours paid for as provided In Individual schedules.

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

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

which an employee is absent from and unable to perform service because of injury received on duty will be included.

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

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing eight hundred (800) basic days under Section 1(b) and twenty-four hundred (2400) basic days under Section 1(c).

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

1 32

the home road of its responsibility under this agreement.

(h)-Beginning on the date Agreement "A" between the parties, dated May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned:

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

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

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

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

(a)-An employee receiving one week's vacation, or pay in lieu thereof, under Section I (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 Tendered.

(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 I(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)

1 33

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 I (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.

(d)-Beginning on the date Agreement "A" between the parties, dated May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned:

Yard Service

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

Combination of Yard and Road Service

(2) An employee having interchangeable yard **and**

road rights receiving one week's vacation, or pay in

lieu thereof, under Section 1(a) shall be Paid 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 I (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the

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

pay at the rate of the last yard service rendered.

Yard Service

(3) An employee receiving two weeks' vacation or pay in lieu thereof, under Section I (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 I (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than ten (10) minimum basic days'

the rate of the last yard service rendered.

Combination of Yard and Road Service

(4) An employee having interchangeable yard and road rights receiving two weeks' vacation, or pay

lieu thereof, under Section 1 (b) shall be paid I /

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 (or carriers in case he qualified on more than o carrier under Section I (g)) during the calendar year preceding the year in which the vacation taken; provided that, if the vacation is taken during the time such employee is working in road service **such** pay shall be not less than twelve (12) **minimum** basic days' pay at the rate of the last ro service rendered, **and** if the vacation is taken **during** the time such employee is working **in** yard service such pay shall be not less than ten (10) minimum basic days' pay at the rate of the 1--st yard service rendered.

Yard Service

(5) An employee receiving three weeks' vacation or pay In lieu thereof, under Section 1(c) shall be paid 3/52 of the compensation earned by such employee, under schedule agreements held by the organizations Agreement, on the carrier on which he qualified under Section I (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but In no event shall such pay be less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

Combination of Yard and Road Service

(6) An employee having interchangeable yard and road rights receiving three weeks' vacation, or pay

In lieu thereof, under Section 1(c) shall be paid 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 I (or carriers In case he qualified on more than one carrier under Section I (g)) during the calendar year preceding the year in which the vacation is taken; provided that, If the vacation is taken during the time such employee is working in road service such pay shall be not less than eighteen (18) minimum basic days' pay at the rate of the last road service rendered, and If the vacation Is taken during the time such employee is working In yard service such pay shall be not less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

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

NOTE: Section I (h) and Section 2 (d) applicable

to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

Section 3-Vacations, or allowances therefor, under two **or** more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4-Time off on account of vacation **will not be considered as** time off account employee's own **accord under any guarantee rules and will** not be considered as **breaking** such **guarantees.**

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

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

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

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

Section 8-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.

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

137

vacation, payment in lieu thereof will be made to his

widow. No vacation allowance will be due for 1954 even though such employee may have worked 160 days in 1954.

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 an existing rule, understanding or custom, which additional vacation days shall be accorded under in accordance

with the terms of such existing rule, understanding or custom.

Section 10-Any dispute or controversy arising on

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 to either party for decision to a committee, the carrier members of which shall be five members of the Carrier Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such committee, or fixed

or application agreed upon by such committee, or 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 the carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, in far as said agreement applies to and defines the rights and obligations of the carrier parties to this agreement and the employees of such carriers represented by Brotherhood of Locomotive Engineers, Brotherhood Locomotive Firemen and Enginemen Order of Rail

hood

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.

(SIGNATURES NOT REPRODUCED)

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 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 3/4 basic days.

4. An employee in yard service working 12 hours will be credited with 12/2 basic days.

5. An employee in freight service, run-around and paid 50 miles for same, will be credited with @21 basic day.

6. An employee in freight service, called and released and paid 50 miles for same, will be credited with %, basic day.

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

1st **trip, 150** miles

2nd **trip, 140** miles

3rd **trip, 120** miles

4th **trip, 150** miles

5th **trip, 140** miles

Total 700 miles

will be credited with seven basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid

100 miles, will be credited with 1 basic day.

140

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% basic days.

13. An employee in freight service, deadheading Is paid 50 miles for same, will be credited with 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 % basic day.

(SIGNATURES NOT REPRODUCED)

1 4 1

APPENDIX 'IL-111

MEMORANDUM OF UNDERSTANDING
between
GREAT NORTHERN RAILWAY COMPANY
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

WHEREAS inquiries have been made with respect to
the manner of **filling** vacationing engineers' vacancies:

IT IS HEREBY MUTUALLY AGREED THAT:

1. (a) When an engineer in other than passenger

service goes on vacation and his terminal or tie-up point is the source of supply, the vacancy will be filled for the first 10 days from the engineers' extra list on a first-in, first-out basis, and thereafter by the senior engineer applying for the vacancy. If no senior engineer applies for the vacancy, same will continue to be filled from the engineers' extra list.

(b) When a regular passenger engineer goes on

vacation and his terminal or tie-up point is the source of supply and a separate passenger engineers' extra board is maintained thereat, the vacancy will be filled for the first 10 days on a first-in, first-out basis, and thereafter may be taken by the senior engineer applying for the vacancy. If no senior engineer applies for the vacancy, same will continue to be filled from the passenger engineers' extra board.

If no separate passenger engineers' extra board is maintained at the source of supply, the vacationing passenger engineer's vacancy will be filled by the senior, available freight engineer thereat, and after 10 days such vacancy may be taken by the senior engineer applying for the vacancy.

2. When vacationing engineers' vacancies in all classes of service occur on runs tying up at other

than the source of supply, the first extra list engineer sent to fill such vacancy will remain on the run for the initial 10-day period unless necessary to be relieved account sickness or mileage regulation. At the end of the 10-day period, such engineer may give up the run or be displaced by a senior engineer. The extra list engineer initially sent to fill the vacancy may remain on the job for the entire vacation period, if he so desires, unless bumped by a senior engineer at the end of the initial 10-day period.

3. When engineers are filling vacancies on outlying runs caused by engineers being on their vacation

and are displaced at the end of the 10-day period, such engineers will be paid deadheading in both directions. Engineers exercising seniority will not be paid deadheading In either direction.

4. When an engineer on an outlying vacationing engineer's vacancy gives up the run at the end of the

10-day period, he will be paid deadheading only to the job. The engineer filling the vacancy during its remaining duration will be paid deadheading to the job, and will be paid deadheading from the job to the source of supply.

5. If the first engineer called to fill the vacationing vacancy at an outlying point remains on the job

for the entire vacation period, he will be paid deadheading in both directions.

This agreement will become effective August 1, 1951, and shall remain in effect until fifteen (15) days after written notice shall have been given by either party to the other of a desire to cancel or amend any part or the whole thereof.

FOR THE BROTHERHOOD OF LOCOMOTIVE

ENGINEERS:

Isl H. W. Haskins

General Chairman

FOR GREAT NORTHERN RAILWAY COMPANY:

Isl M. C. Anderson (P)

Assistant to Vice President

Dated at St. Paul, Minnesota
this 12th day of July, 1951.

143

APPENDIX I'M"

MEMORANDUM OF AGREEMENT

between

GREAT NORTHERN RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In the application of National Railroad Adjustment Board, First Division, Award 10496, it is understood and agreed that the following will govern:

- (1) Pay each engineer 100 miles at helper (through freight) rate according to class of engine used on each date and on each occasion when, on and after August 30, 1942, and while assigned to yard service in any of the yards, they were required to help or assist road trains or transfer runs; these allowances to be in addition to and without deduction from other trip or shift allowances on these dates.
- (2) For the purpose of adjusting these claims, "helping" is understood to mean the use of a yard engineer, or engineers, in pushing, helping, or assisting in the movement of a road train or transfer run within the switching limits of any yard.
- (3) Pay all engineers first-out on the respective extra lists on the railroad a minimum helper day at road rate, August 30, 1942, and all subsequent dates thereto account their being denied the unassigned helper service performed by these yard engineers.
- (4) Pay all other available extra engineers on the various extra lists over the system 100 miles August 30, 1942, and subsequent thereto, in each instance where the first-out extra engineer was denied the unassigned helper service, which resulted in their not getting their proper turn off the board, in accordance with the rules.
- (5-A) Identification of claims for helping service to be made from authoritative record, such as an engineer's time slip, yard foreman's or road conductor's

time slip, or delay report; in other words, from some authoritative written record, which will show that such assistance was actually performed by a yard engineer and what yard engineer actually assisted the road train.

(B) In Instances where it is known that yard engineers were used to assist freight trains but

rds

of such Instances of helping service will be accomplished

by agreement between local representatives of the Organization and the Carrier.

(C) Claims will be paid for helping service on

each date and on each occasion, from August 30, 1942 until the practice of using yard engineers to assist freight and passenger trains into and out of terminals or around wyes in terminals was discontinued.

(6) In order to establish the identity of the individual engineers who are entitled to be paid in

conformity with the foregoing, a joint check will be made by the Local Chairman of the B. L. E. or his designated Representative and the Division Superintendent or his designated Representative. A statement will be prepared, listing the dates, names, miles payable, and rates of pay, which will be signed by the B. L. E. Representative and by the Company officer who participated in the check. At the bottom of the statement listing the payable claims, and immediately preceding the signatures, there shall be a clause reading:

"We hereby jointly certify that the foregoing is a true list of all claims payable in connection with yard engine crews assisting road trains within yard limits

at during their tour of duty,

August 30, 1942 to date, as provided in N.R.A.B., First Division, Award 10496, and agree that payment of same will constitute full and complete settlement of all claims under this Award."

FOR: GREAT NORTHERN RAILWAY COMPANY

IsI M. C. Anderson,

Assistant to Vice President

FOR: BROTHERHOOD OF LOCOMOTIVE ENGINEERS /a/ A. P. Kummer,

Chairman, General Committee of Adjustment

APPROVED:

Is/ **J. P. Shields,**

Ass't Grand Chief Engineer, **B.L.E.**

Dated at Saint Paul, Minnesota

October **16**, 1945.

14 5

APPENDIX IN,,

MEMORANDUM OF AGREEMENT

between

GREAT NORTHERN RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

WHEREAS there has been uncertainty with respect to the application of Engineers' Rules Nos. 66 and 74(p) when extra list engineers tie up at the source of supply, when the source of supply is not the designated tie-up point for the run:

IT IS HEREBY MUTUALLY AGREED THAT: When extra list engineers are performing service on a work train assignment under bulletin, or filling a temporary vacancy in work train service, or performing service on a work train vacancy caused by the regular engineer being off on account of mileage regulation, on assignments that are not scheduled to tie up at the source of supply, that the extra list engineer initially called for this service shall remain on such run for the initial ten-day period provided in Rule 74(p), or for the duration of the vacancy, whichever is the shorter, subject to displacement in the exercise of seniority under schedule rules.

Under this agreement it is understood that extra list engineers on work train jobs that generally tie up at outside points will continue to follow the vacancy, even though tied up at the source of supply. In other words, extra list engineers filling such work train vacancies will not be marked up on the extra list if tied up at the source of supply, but will continue to follow the run under Rule 74(p), in the same manner as if they had not tied up at the source of supply.

This understanding will not apply to temporary work

trains, which initiate and terminate service at the source of supply.

This agreement shall become effective June 15, 1951, and continue in effect until ten (10) days' notice shall have been given in writing by either party to the other

of a desire to cancel or amend any part or the whole thereof.

1 4 6

FOR BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ H. W. Haskins

General Chairman

FOR GREAT NORTHERN RAILWAY COMPANY:

/s/ M. C. Anderson

Assistant to Vice President

Dated at St. Paul, Minnesota,
this 25th day of May, 1951.

1 47

APPENDIX "O"

UNION SHOP AGREEMENT

MEMORANDUM OF AGREEMENT, made and entered
into this 26th day of October, 1954, between GREAT
NORTHERN RAILWAY COMPANY, hereinafter called
the "Carrier", and the craft or class of employees o

Carrier represented by BROTHERHOOD OF LOCOMOTIVE ENGINEERS, hereinafter called
the "Organization".

In disposition of all Issues involved In connection wit the formal notice dated February 26, 1951,
served b virtue of the Act of January 10, 1951 (Title 45, U.S.C.A Sec. 152, Eleventh) b the
Organization on the Carrie

under Section 6 of the Railway Labor Act, as amended it is hereby agreed as follows:

WITNESSETH:

(1) All employees now or hereafter employed in a work covered by the rules and working conditions agreement between the Carrier and the Organization shall as a condition of continued employment in such work within sixty days following the beginning of such employment or the effective date of this agreement, whichever is later, become members of, and thereafter maintain membership in good standing in the Organization par to this agreement representing their craft or class: Provided, that such condition shall not apply with respect to any employee to whom such membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to an employee to whom membership was denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessment (not including fines and penalties) uniformly require as a condition of acquiring or retaining membership.

(2) The requirement of membership in the Organization provided for herein shall be satisfied as to both present or future employee in engine, train, yard hostler service who holds membership in any of the other labor organizations, national in scope, organized in accordance with the provisions of the Railway Labor Act and admitting to membership employees engaged in any of said services; provided, however, that as to an employee in any of said services on the effective date of this

of a

accordance with the provisions of the Railway Labor Act and admitting to membership employees **of a craft** or class in any of said services, such employee, as a **condition** of continuing his employment, shall be required to become a member of the organization representing the craft in which he is employed on the effective date **of** the first agreement applicable to him; provided, further, that nothing contained herein shall prevent an employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of said services.

(3) The Carrier party to this agreement shall periodically, at such times and intervals as the Organization party to this agreement representing the craft or class shall designate, deduct from the wages of all employees now or hereafter employed in any work covered by the rules and working conditions agreement between the parties hereto all periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall within ten (10) days after making such deductions pay the amount so deducted to such officer of the Organization as the Organization shall designate: Provided, that the requirements of this paragraph (3) shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which such assignment shall be revocable **in** writing after the expiration of one year or upon the termination of this agreement, whichever occurs sooner; provided, further, that the terms and provisions contained in this paragraph (3), or any provisions or agreement requiring the Carrier to deduct from the wages of any of its employees referred to herein, shall not be or become effective or in force until the parties hereto, by supplemental and further agreement in writing, have mutually agreed (i) that the Carrier shall deduct from the wages of its said employees and pay to the Organization any periodic dues, initiation fees and assessment (not including fines and penalties) as contemplated by said Act of January 10, 1951, **(ii)** upon the amount of compensation to be paid to Carrier for performing the services contemplated, and (iii) upon the method by and the manner In which such terms and provisions shall be applied, including the form and tenor of the assignment of wages to be executed by such employee.

(4) Employees who have acquired and who retain, or who hereafter acquire and retain, seniority rights In the classes described In paragraph (1) hereof under the provisions of the agreement therein referred to, who are assigned to supervisory or official positions; or who are regularly assigned or transferred to positions covered by agreements between the carrier and other Organizations; or who are absent from duty for thirty days or more as result of sickness, or injury; or who are furloughed account of force reduction for a full calendar month or more; or who are retired under the provisions of the Railroad Retirement Act at an age earlier than age sixty-five on account of disability and who retain seniority until they reach the age of sixty-five; shall not be subject to the provisions of this agreement; provided, however, that when such an employee returns to service in the said classes, under the provisions of the agreement described in paragraph (1), the provisions of this agreement must be fully complied with on or before the first day of the first month following thirty calendar days after the date of their return to service in the said classes under the provisions of the said agreement. An employee dismissed from service who does not retain seniority under the provisions of the agreement described in paragraph (1), will, if he returns to service in the classes described In paragraph (1) hereof, be considered a new employee in the application of this agreement.

(5) The Organization shall keep account of employees in the craft or class described in paragraph (1), and shall Independently ascertain the status of such employees under the membership requirements of this agreement. It is understood that If an employee produces evidence to the General Chairman of the Organization that he is a member in any one of the labor organizations as specified in paragraph (2) of this agreement that will satisfy this agreement and no notice will be served by the Organization on the Carrier to have employee removed from service. Employee will be required to produce such evidence on demand of the Local or General Chairman of Organization, but will not be required to produce such evidence more than once In a calendar month. If employee fails or refuses to produce such evidence, he may be cited to the Carrier by the Organization as not complying with the agreement.

The Carrier shall, however, furnish to the Local and General Chairman of the Organization, within ten calendar days of beginning of employment, the names and addresses of all employees entering the service in the

class described in Paragraph (1) after the effective date of this agreement.

(6)-(a) The Local Chairman of the Organization will notify his Division Superintendent in writing in the tenor and form of Attachment "A" hereto, the identity of any employee whose employment under the agreement with the parties hereto he requests be terminated by reason of failure to comply with the terms of this agreement. Upon receipt of such notice and request the Carrier will, as promptly as possible but within ten calendar days of such receipt, notify the employee concerned in writing that he is charged with failure to comply with the terms of this agreement. Copy of such notice shall be given to the Local and General Chairman of the Organization. Any employee so notified who disputes the fact that he has failed to comply with the terms of this agreement shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing to accord him a hearing. Such request shall be honored by the Carrier and date set for hearing as soon as possible, but within ten calendar days of the date of request therefor. Copy of notice of such hearing shall be given to the Local and General Chairman of the Organization. The receipt by the Carrier of a request for a hearing shall operate to stay action on the request of the Organization for termination of employment until the hearing is held and a decision by the Carrier is rendered. Based on the evidence produced at the hearing a decision shall be rendered by the Carrier within ten calendar days of the hearing date and the employee and the Local and General Chairman of the Organization shall be promptly advised thereof. A transcript of the record at such hearing will be made and a copy thereof shall be furnished to the General Chairman of the Organization. If the decision is that the employee has not complied with the terms of this agreement, unless the Carrier and the General Chairman of the Organization agree otherwise in writing, his employment under the applicable collective rules and working conditions agreement between the parties hereto shall be terminated within ten calendar days of the date of said decision. If the decision is unsatisfactory to the employee or to the Organization, either may appeal in writing, within nine calendar days of the date of the decision appealed from, to the highest official designated by the Carrier to whom such appeals may be made, and the decision on such appeal shall be rendered within twenty calendar days of the date the appeal is taken. The decision by the highest official of the Carrier

dispute shall be submitted to a tribunal having jurisdiction thereof. The Local and/or General Chairman, or their representative, shall have the right to be present at and participate In any hearing conducted pursuant to this agreement.

(b) In the event the employee concerned falls to request a hearing as provided for herein, unless the Carrier and the General Chairman of the Organization agree otherwise in writing, the Carrier shall terminate his em.ployment under the agreement between the parties hereto at the end of a period of thirty calendar days from the date of receipt of the request from the Local Chairman of the Organization.

(c) All notifications in writing from the Local or General Chairman of the Organization to the Carrier and from the Carrier to the Local or General Chairman of the Organization and to any employee, required and contemplated by this paragraph (6) shall be transmitted to the appropriate party by registered mail, return receipt requested.

(d) The time periods specified in paragraph (5), and in this paragraph (6), hereof may be extended In individual cases by written agreement between the Carrier and the Organization.

(e) Provisions of Investigation and discipline rules contained In existing rules and working conditions agreement between the Carrier and the Organization shall not apply to cases arising under this agreement.

(7) Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement Is available. The Carrier Is to be the sole judge of qualifications. The Carrier may not, however, retain such employee In service under the provisions of this paragraph for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of paragraph (6), or ninety calendar days from date of receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this paragraph shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the governing schedule agreement but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of

notice where no hearing is requested pending the assignment of the successful applicant, unless displaced unless the position is abolished. The above periods may be extended by agreement between the Carrier and the Organization.

(8) An employee whose seniority and employment under the rules and working conditions agreements terminated pursuant to the provisions of this agreement or whose employment is extended under paragraph () shall have no time or money claims by reason thereof.

If the final determination under paragraph (6) of the agreement is that an employee's seniority and **employment in** a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in paragraph (7), or while such determination may be stayed by court, or while a discharged employee may be restored service pursuant to judicial determination. During such

I

service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of an employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with the

taken by the Carrier in applying or complying with th agreement or upon an alleged violation, misapplicati or non-compliance with any provision of this agreeme It the final determination under paragraph (6) of th agreement is that an employee's employment and seniort shall not be terminated, his continuance in service sh give rise to no liability against the Carrier in favor the Organization or other employees based upon an alleg violation, misapplication or non-compliance with a part of this agreement. No part of this agreement sh be used in any manner whatsoever as a basis for a grie ance or time claim by or on behalf of any employee; a no part of the schedule agreement covering rates of p and working conditions shall be used as a basis for grievance or time claim by or on behalf of any emplo predicated upon an alleged violation, misapplication non-compliance with any part of this agreement relati to union shop.

(9) In the event that said Act of January 10, 195 or any of its provisions, for any reason is declared u constitutional or otherwise invalid by a court of comp tent jurisdiction, then, in such event, this contract

agreement shall **forthwith be and become void and of no**
effect whatsoever.

(10) This agreement shall become effective on November 1, 1954, and, except as herein provided, shall remain in effect until changed or terminated under the provisions of the Railway Labor Act as amended; provided, however, that in the event of the failure of the Organization to comply with the provisions of paragraph numbered (9) hereof, it may be canceled by the Carrier without further negotiation upon the serving on the General Chairman of written notice to that effect.

Signed at St. Paul, Minnesota, this 26th day of October, 1954.

GREAT NORTHERN RAILWAY COMPANY

By I. G. Pool

Vice President Operations

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

By H. W. Haskins

General Chairman

Attachment 44A99

DEMAND FOR RETkIOVAL OF EmployeeE
FROM THE CARRIER'S SERVICE

Location , Date..

To: Mr.

Superintendent

I

Railway Company

Division, Great Northern

Address

1 5 4

The Brotherhood of Locomotive Engineers hereby demands that Great Northern Railway Company remove from its service and terminate the employment of

Name of Employeee

Occupation **Division**

Address

for failure to become and remain a member of Brotherhood of Locomotive Engineers and for failure to hold or acquire membership in any one of the labor organizations described in paragraph numbered (2) of the agreement effective November 1, 1954, between the Brotherhood of Locomotive Engineers and the Great Northern Railway Company, commonly called the "Union Shop Agreement", which provides for dismissal from service of employees for failure to comply with its terms and provisions.

The Brotherhood of Locomotive Engineers, in support of this demand for dismissal from service of said employee, represents and warrants:

1. That said employee has been expelled from membership In the Brotherhood of Locomotive Engineers,

effective for non-payment

of periodic dues, initiation fees, and assessments (not including fines and penalties), and that his membership in said Organization was terminated on said date solely for the reason that said employee has failed to tender to said Organization the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of retaining membership in said Brotherhood of Locomotive Engineers, and for no other reason;

2. That at the time said membership was terminated, and during all of the periods of time specified in said Union Shop Agreement, there was and now is available to said employee, upon the same terms and conditions as are generally applicable to any other member thereof, membership in the Brotherhood of Locomotive Engineers; and

3. That said employee has failed, and continues to fail, to hold or acquire membership in any one of the labor organizations described in paragraph numbered

16 5

(2) **of** said Union **Shop** Agreement in accordance with **the** provisions thereof, and that the status of said employee with respect to membership In any one of said other labor organizations has been Investigated by the Brotherhood **of** Locomotive Engineers, and said employee has failed to produce proof of membership **in** any such labor organization.

This demand is served under the provisions of said Union Shop Agreement effective November 1, 1954, and **is** subject to the terms and provisions thereof.

Local Chairman

Division No.

Division

Address

APPENDIX "P"

AGREEMENT

between

GREAT NORTHERN RAILWAY COMPANY

PACIFIC COAST R. R. CO.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1. Effective November 1, 1951, the Pacific Coast R.

R. Co. Schedule for engineers which became effective January 9, 1938 as to rules, and October 1, 1950 as to rates of pay, and agreements and understandings thereunder, is hereby cancelled except that Pacific Coast R. R. Co. engineers' existing higher rates of pay will be preserved only for prior right Pacific Coast employees for services performed on the Pacific Coast R. R. Co. Effective November 1, 1951, the current Great Northern Railway Company Schedule for engineers, and interpretations and agreements thereunder, as hereby interpreted, will be applied on the Pacific Coast R. R. Co., hereinafter to be identified as a Sub-Division of the Great Northern Cascade Division.

2. Rule No. 54 of the Engineers' Schedule, under caption, "ELEVENTH DIVISION", will include Pacific Coast R. R. Co.

3. (a) Seniority districts specified In Item No. 2 herein, but excluding the Pacific Coast R. R. Co. are herein designated as "District A"; and the Pacific Coast R. R. Co. is herein designated as "District B", and shall

hereinafter be so referred to.

(b) Engineers holding seniority on "District A"

on November 1, 1951 will have prior rights to service on

"District A" except as hereinafter provided, over engineers holding prior rights on "District B". Firemen, helpers and hostlers holding seniority on November 1, 1951, on "District A" will have prior rights to promotion to engineer on "District A" over all engineers and firemen who hold prior rights on "District 13".

(c) Engineers holding seniority on "District B" on November 1, 1951 will have prior rights to service on "District B", except as hereinafter provided, over engineers on "District A".

(d) Engineers holding seniority on "District A" prior to November 1, 1951, will have their seniority and right to promotion (in the same relative seniority order)

1 57

extended to include "District B", subject to the provisions of paragraph (c) hereof.

(e) "District B" engineers and firemen given a seniority date as firemen on the Eleventh Division Firemen's roster will be accorded the engineers' promotional privileges on "District A" as provided in Firemen's Rules Nos. 50 and 51, and acquire a seniority date as engineer in conformity with the provisions of Engineers' Rule

No. 5 2.

(f) Engineers, firemen, helpers and hostlers **hired** on and after November 1, 1951, on the Eleventh Division will acquire and accumulate seniority on **the** entire Eleventh Division, including both Districts "**A**"

and "B".

(g) A separate seniority roster will be maintained for engineers holding prior rights in "District B" **as** herein **provided** for.

(h) The rates of pay of engineers employed on the Pacific Coast R. R. Co. shall be the current rates of pay provided for under the Great Northern schedule for engineers, except that "District B" engineers' rates of pay which are higher than the Great Northern rates shall be preserved to "District B" engineers for services performed on "District B".

4. It is mutually agreed that "District B" engineers will continue to have prior rights to any and all Pacific Coast regularly assigned jobs, whether road or yard

service.

5. It is further agreed that "District A" engineers will have full access to Pacific Coast R. R. Co. trackage for switching purposes of any nature, irrespective of whether or not "District B" yard crews are on duty.

6. The switching limits will continue in their present recognized location as currently constituted and designated by the yard limit board at Van Asselt.

7. "District B" road and yard engineers may be required to initiate and terminate service at Interbay on "District A" trackage. When "District B" road and yard engineers are required to initiate and terminate service at Interbay, they will be allowed an arbitrary of 6 miles at the trip pro rata rate of pay from Interbay to the "District B" yard, and 6 miles from "District B" yard to Interbay in addition to all other trip earnings. It is understood that "District B" road engineers may handle their caboose between "District B" yard and Interbay without penalty payments to any class of employ-

1 5 8

ees, with the understanding that on the inbound trip the caboose will be delivered first-out on any track designated at Interbay, and on the outbound trip will pick up the caboose first-out on any track designated. It is further understood that "District B" road engineers may place their caboose on the road train in "District B" yard at Seattle, and also take their caboose off the road train in the "District B" yard at Seattle without such service being construed as yard service under this agreement and without establishing penalty payments other than the above arbitraries.

8. (a) It is understood that "**District B**" yard engineers **will** not be required to handle **car** or cars between "District A" Interbay yard and "District B" Seattle **yard**.

(b) It is understood that "District B" road engineers will not be required to handle cars other than the cabooses between "District A" Interbay yard and "District B" Seattle yard.

(c) "District B" engineers called for wrecker and work train service performed exclusively on the Pacific Coast R. R. Co. may handle wrecking and work train equipment between "District A" Interbay yard and "District B" Seattle yard without penalty.

9. It is agreed that when "District B" prior rights employees cannot hold the Firemen's extra list on "District A", they will be permitted to hold themselves in readiness for service and vacancies on "District B" on a seniority basis. However, when "District B" prior rights employees place themselves on the "District A" Firemen's extra list at Interbay, they will not be considered as having **any** preference to service on "District B", with the further understanding that this provision in no manner limits "District 13" employees' rights to service as engineers on "District B".

10. This agreement will not grant any greater rights to "District B" prior right employees in work train service than they now have.

11. This agreement will become effective November 1, 1951, and will continue in effect as long as any "District B" prior right employee remains on "District B" seniority roster, or until the provisions hereof have been cancelled, amended, or revised by mutual agreement, or under the provisions of the Railway Labor Act, as amended.

159

FOR BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ H. W. Haskins

General Chairman, G. N. **Ry.**

FOR PACIFIC COAST R. R. CO.:

/s/ I. E. Manion

Vice President

FOR GREAT NORTHERN RAILWAY COMPANY:

/s/ **I. E. Manion**
General Manager

/s/ **I. G. Pool**
Vice President-Operations

160

APPENDIX "Q"

MEMORANDUM OF AGREEMENT

Between

GREAT NORTHERN RAILWAY COMPANY

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

inasmuch as there has been some misunderstanding with respect to filling temporary vacancies and additional positions for the initial ten (10) day period by engineers on the so-called Marcus Seniority District, it is understood that the following will apply:

1. (a) It is understood that Marcus Seniority District Engineers' Extra List at Hillyard will protect all temporary vacancies and additional positions originating at Hillyard and operating between Hillyard and Kettle Falls.

(b) The Marcus-Kettle Falls Engineers' Extra List will protect all service between Kettle Falls and Nelson and Kettle Falls and Republic.

,c) The Spokane-Appleyard Engineers' Extra List will protect additional positions and temporary vacancies operating between Oroville and Hedley.

2. In the event there are no Marcus Division Extra List Engineers available at either Hillyard or Kettle Falls additional runs and temporary vacancies will be protected by the senior available qualified demoted engineer holding prior rights on the Marcus Seniority District except between Oroville and Hedley. Such service between Oroville and Hedley will be protected as provided in sub-paragraph (c) of Item No. 1 of this agreement.

3. In the event that Marcus Seniority District Engineers are not available for additional runs or temporary vacancies, the Spokane Division Hillyard Engineers' Extra List will protect additional runs and temporary vacancies between Hillyard and Nelson and Hillyard and Republic.

4. The Spokane-Appleyard Engineers' Extra List will protect temporary vacancies and additional positions in the territory between Oroville and Hedley,

- ___11

with the understanding that such engineer will remain on the position for the initial ten (10) day period except when displaced by a prior rights Marcus District Engineer. The Appleyard Extra List Engineer protecting this service will be paid deadheading Wenatchee to Oroville and return, with the understanding that this payment of such deadhead will not be absorbed In the established guarantee to the Appleyard Engineers' Extra List.

5. This Agreement shall become effective February 1, 1952, to continue until fifteen (15) days after notice shall have been given in writing by either party to the other of a desire to cancel or amend it.

FOR BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ R. L. Gregson

Local Chairman

/s/ Albert Loew 791

Local Chairman

APPROVED:

/s/ H. W. Haskins

General Chairman

FOR GREAT NORTHERN RAILWAY CO.:

/s/ P. V. Percival -

Superintendent

APPROVED:

/s/ I. E. Manion
General Manager

APPROVED:

/s/ M. C. Anderson (P)
Assistant to Vice President

Signed at St. Paul, Minnesota
this 5th day of February, 1952.

1 62

APPENDIX "R"

EXCERPTS FROM NATIONAL AGREEMENT

SIGNED AT WASHINGTON D. C. MAY 23

INTERIM AGREEMENT

ARTICLE 3--SIX-DAY WORK WEEK

NOTE: The provisions of this Article 3 shall apply to those railroads or railroad systems where employees represented by the Brotherhood of Locomotive Engineers notify their Management that they elect to become subject to the provisions of this Article 3. Unless and until such notice is given, the provisions of this Article 3 shall not become applicable. On those railroads or railroad systems where the employees elect not to become subject to the provisions of this Article 3, such employees may nevertheless elect to take the five-day work week referred to, in accordance with, the provisions of "Agreement I -

Section I

(a) Effective with the first payroll period after nine days from the date of the notice referred to in the preceding Note of this Article 3, any carrier so notified will establish for engineers and firemen, and helpers other than steam power, in yard, transfer, and belt line service, or combinations thereof, and hostlers and hostler helpers, represented by the Brotherhood of Locomotive Engineers, a work

week of six basic days. Except otherwise provided in this Article 3, the work week will consist of six days with one day off in each seven. The foregoing work week rule is subject to all other provisions of this agreement.

(b) The designated officer or officers on each railroad and the representative or representatives designated the Brotherhood of Locomotive Engineers will meet and agree on details and methods for rebulletining and reassigning jobs to conform with the six-day week. After all initial changes have been made to place the six-day week in effect, subsequent changes will be made in accordance with schedule and reassignment rules.

Section 2

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on the assignment is bulletined to work.

Section 3

(a) When service is required by a carrier on a day

off of regular assignments it may be performed by other

regular assignments, by regular relief assignments, by combination of regular and regular relief assignments or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have six days of work, designated days of service, and definite starting times each shift within the time periods specified in the standing time rules. They may be on different days, however

have different starting times within the periods specified in the starting time rules, and have different points going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving.

M Where regular relief assignments cannot be established for six days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for six days with different starting times on different shifts on different days, within the time period specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(d) Rules providing for assignments of crews for a fixed period of time which shall be for the same "no daily" will be relaxed only to the extent provided in (a) and (b) of this Section 3.

M Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect at the time of the assignment governing starting times and relieving of assignments, and when so established may

be changed thereafter only in accordance with schedule and bulletin rules.

Section 4

(a) Accumulation.-Agreements may be made on the **individual** properties to provide for the accumulation **of days** off over a period not to exceed six consecutive weeks.

(b) **Days Off**.-In cases where day or days off is **to be** filled which cannot be made a part of a regular assignment at an outlying or small yard and there are no extra men at the point, by agreement between representatives **of** the carrier and the organization, such day or days may be filled by using the regular men and be paid for at straight-time rate.

Section 5-Regular Employees

(a) Existing rules which relate to the payment **of daily** overtime for regular assigned employees and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief men, except that work performed by regular assigned relief men on assignments which conform with the provisions of Section 3 of this article shall be paid for at the straight-time rate.

(b) Regular assigned yard and hostling service employees worked as such more than six straight-time eighthour shifts in the work week shall be paid one and onehalf times the basic straight-time rate for such excess work except:

(1) As provided in Section 4(a) and (b);

(@) When changing off where it is the practice to work alternately days and nights for certain

periods;

(3) When working through two shifts to change off;

(4) Where exercising seniority rights from one assignment to another;

(5) Where paid straight-time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight-time rate is paid to an employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the six straight-time eight hour shifts referred to in this paragraph (b).

165

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight-time rate for work referred to in paragraph (b) of this Section 5, be utilized in computing the six straight-time eight-hour shifts referred to in such paragraph (b) of this Section 5, nor shall time paid for in the nature of arbitrables or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours. Existing rules or practices regarding the basis of payment of arbitrables or special allowances and similar rules are not affected by this agreement.

(d) Any tour of duty in road service shall not be considered in any way in connection with the application of this agreement, nor shall service under two agreements be combined in computations leading to overtime under the six-day week.

Section 6-Extra Employees

(a) Existing rules which relate to the payment of daily overtime for extra employees and practices thereunder are not changed hereby. Any shift in yard and hostling service in excess of thirteen straight-time shifts in yard and hostling service in a semimonthly period will be paid for at time and one-half rate.

NOTE: It is recognized that the carrier is entitled to have an extra employee work thirteen straighttime shifts in yard and hostling service in a semi-monthly period without regard to overtime shifts which may be worked under provisions of the Agreement of August 11, 1948. After an extra man has worked thirteen straight-time shifts in yard and hostling service in a semimonthly period he will remain on the extra board, but will not be used in yard and hostling service during the remainder of that period if other extra men are available who can work in such service at the straight-time rate.

(b) In the event an additional day's pay at the straight-time rate is@paid to an extra employeee for other service performed or started during the course of his tour of duty In yard or hostling service, such additional day will not be utilized in computing the thirteen straight-time shifts referred to in paragraph (a) of this See.tion.

1 6 6

(c) The principles outlined in Section 5 (c) and **(d) shall** be applicable to extra employees in the application **of** this Section 6.

Section 7-Blank

Section 8

Existing weekly or monthly guarantees in yard or hostling service producing more than six days per week shall be modified to provide for a guarantee of six days per week. Nothing in this Article 3 shall be construed to create a guarantee where none now exists.

Section 9

(a) All regular or regular relief assignments shall be for six days per week of not less than eight consecutive hours per day, except as otherwise provided in this Article 3.

(b) An employee on a regular or regular relief assignment who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the employee working more than six days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight time rate.

(c) A regular assigned employee in yard and hostling service, who under schedule rules goes on an extra board, may work on a board for the remainder of the semimonthly period, provided the combined days worked in yard and hostling service on the regular assignment and an extra board do not exceed thirteen straight time days. He will then be subject to the "Note" under Section 6 of this Article 3.

(d) An employee who leaves an extra board for a regular or regular relief assignment will work the days of his new assignment at straight time rate, without regard to the number of days he may have worked on an extra board.

(e) Except as provided in paragraphs (b), (c) and (d) of this Section-

Regular employees will not be permitted to work more than six straight time eight-hour shifts in a work week,

Extra employees will not be permitted to work more than thirteen straight time eight-hour shifts in a semimonthly period

1 6 7

In **yard** or hostling service, and each excluding the exceptions from the computations provided for in Section 5, paragraphs (b) and (c).

Section 10

(a) The provisions of this Article 3 applicable to ,yard service shall apply to yard, belt line and transfer service and combinations thereof.

(b) None of the provisions of this Article 3 relating to starting time shall be applicable to any classification of employees included within the scope of this Article 3 which is not now subject to starting time rules.

Section 11

Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards and the operation of working lists, etc., shall be changed or eliminated to conform to the provisions of this Article 3 In order to implement the operation of the work week on a straight-time basis.

Section 12

The parties hereto having In mind conditions which exist or may arise on Individual carriers in the application of the six-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to Implement the purposes of this Article 3, provided that such understandings shall not be Inconsistent With this Article 3.

ARTICLE I J.-DISPUTES COMMITTEE

Any dispute arising between parties to this agreement In connection with the revision of Individual agreements so as to make them conform to this agreement shall be referred jointly, or by either party, for decision to a committee, the carrier members of which shall be three members of the Carriers' Conference Committees signatories hereto, or their successors, and the employee members of which shall be three representatives selected by the organization signatory hereto.

In the event the Committee Is unable to reach a decision with respect to any such disputes, a neutral referee

1 6 8

shall be selected by the members of the Committee, to sit with the Committee and act as a member thereof.

If a majority of the Committee Is unable to agree upon the selection of a neutral referee, any three members of the Committee may request the National Mediation Board to appoint such neutral referee.

Decisions of a majority of all the members of the Committee shall be final and binding upon the parties to any dispute in which a decision may be rendered.

ARTICLE 12-

This interim agreement is during its life, as provided **in** agreement of this date identified as "AGREEMENT 'B'," in full and final settlement of all issues, not withdrawn by the parties, growing out of notices served by the employees, parties hereto, and by the carriers, parties hereto, on or about January 6, 1950 and November 3, 1950, in accordance with Section 6 of the Railway Labor Act, of intended changes in agreements affecting rates of pay, rules and working conditions.

ARTICLE 13-

This agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by the Brotherhood of Locomotive Engineers as heretofore stated.

SIGNED AT WASHINGTON, D. C., this TWENTYTHIRD day of MAY, 1952.

(SIGNATURES NOT REPRODUCED)

1 6 9

AGREEMENT "B"

The Agreement dated May 23, 1952, and identified as AGREEMENT "A", is hereby deferred of application and an interim agreement, identified as "INTERIM AGREEMENT," is substituted in lieu thereof.

The "INTERIM AGREEMENT" will remain in effect subject to termination on not less than three months' advance notice from the Brotherhood of Locomotive Engineers that they desire to place the five-day work week agreement in effect on a railroad system or systems but the parties agree that the carriers are entitled to have six and seven day service performed at straight-time rates with reasonable regularity, and if it is claimed that the manpower situation is such that the adoption of the five-day work week agreement would not permit this, the question of whether there is sufficient manpower available to permit the adoption of the five-day work week shall be

submitted for final decision to the nominee of the President of the United States.

Coincident with termination of such three months' advance notice, and in conformity with the preceding paragraph, the "INTERIM AGREEMENT" will be cancelled and AGREEMENT "A" will become fully effective. SIGNED AT WASHINGTON, D. C., this TWENTYTHIRD day of MAY, 1952.

(SIGNATURES NOT REPRODUCED)

17 0

AGREEMEN

ARTICLE 3-FIVE-DAY WORK

Section I

(a) Beginning on the date this Article 3 becomes effective on any carrier, such carrier will establish engineers and firemen, and helpers on other than street power, in yard, transfer, and belt line service, or combinations thereof, and hostlers and hostler helpers, represented by the Brotherhood of Locomotive Engineers a work week of five basic days. Except as otherwise provided in this Article 3, the work week will consist of five consecutive days with two days off in each week. The foregoing work week rule is subject to all provisions of this agreement.

(b) The designated officer or officers on each railroad and the representative or representatives designate the Brotherhood will meet and agree on details methods for rebulletining and reassigning jobs to conform with the five-day week. After all initial changes have been made to place the five-day week in effect, subsequent changes will be made in accordance with such a reassignment rules.

Section 2

The term "work week" for regularly assigned employees shall mean a week beginning on the first date his assignment is bulletined to work.

Section .3

(a) When service is required by a carrier on days

off of regular assignments it may be performed by other

regular assignments, by regular relief assignments, by combination of regular and regular relief assignments or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employees.) Where regular relief assignments established, they shall, except as otherwise provided this

agreement, have five consecutive days of two designated days of service, and definite starting times on each shift within the time periods specified in starting time rules. They may, on different days, however, have different starting times within the periods specified in the starting time rules, and have different

points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving.

(b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3 (a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(d) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) and (b) of this Section 3.

(e) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may

and bulletin rules.

Section 4

e w s c e u

(a) Accumulation.-Agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

(b) Days Off.-In cases where day or days off is to be filled which cannot be made a part of a regular assignment at an outlying or small yard and there are no extra men at the point, by agreement between representative of the carrier and the organization, such day or days may be filled by using the regular men and be paid for at straight-time rate.

(c) Non-consecutive days.-If the representatives of the parties fail to agree upon the establishment of non-consecutive days off at any point, the carrier may nevertheless establish nonconsecutive days off subject to the right of the employees to

der

Section 5--Regular Employees

(a) Existing rules which relate to the payment of daily overtime for regular assigned employees and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief men, except that work performed by regular assigned relief men on assignments which conform with the provisions of Section 3 of this article shall be paid for at the straight-time rate.

(b) Regular assigned yard and hostling service employees worked as such more than five straight-time eight-hour shifts in a work week shall be paid one and one-half times the basic straight-time rate for such excess work except:

(1) As provided in Section 4(a) and (b);

(2) When changing off where it is the practice to work alternately days and nights for certain periods;

(3) When working through two shifts to change off;

(4) Where exercising seniority rights from one assignment to another;

(5) Where paid straight-time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight-time rate is paid to an employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight-time eight-hour shifts referred to in this paragraph (b).

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight-time rate for work referred to in paragraph (b) of this Section 5, be utilized in computing the five straight-time eight-hour shifts referred to In such paragraph (b) of this Section 5, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this agreement.

(d) Any tour of duty in road service shall not be considered in any way in connection with the application of this agreement, nor shall service under two agreements be combined in computations leading to overtime under the five-day week.

Section 6-Extra Employees

(a) Existing rules which relate to the payment of daily overtime for extra employees and practices thereunder are not changed hereby. Any shift in yard and hostling service in excess of eleven straight-time shifts in yard and hostling service in a semi-monthly period will be paid for at time and one-half rate.

NOTE: It is recognized that the carrier is entitled to have an extra employee work eleven straight time shifts in yard and hostling service in a semi-monthly period without regard to overtime shifts which may be worked under provisions of the Agreement of August 11, 1948. After an extra man has worked eleven straight time shifts in yard and hostling service in a semi-monthly period he will remain on the extra board, but will not be used in yard and hostling service during the remainder of that period if other extra men are available who can work in such service at the straight time rate.

(b) In the event an additional day's pay at the straight time rate is paid to an extra employee for other service performed or started during the course of his tour of duty in yard or hostling service, such additional day will not be utilized in computing the eleven straight time shifts referred to in paragraph (a) of this Section.

(c) The principles outlined in Section 5(c) and (d) shall be applicable to extra employees in the application of this Section 6.

Section 7

Beginning on the date the five-day work week becomes effective on any carrier, the Vacation Agreement dated April 29, 1949, effective July 1, 1949, shall be amended as to such carrier to provide the following insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned:

NOTE: See Sections 1 (h) and 2 (d) of Vacation Agree-

ment (as amended effective January 1, 1954),

Appendix "L".

General

Except to the extent that the Vacation Agreement effective July 1, 1949, is changed by this Article 3, the said Vacation Agreement, as well as the Memorandum of Understanding of April 29, 1949, shall remain in full force and effect.

Section 8

Existing weekly or monthly guarantees In yard or hostling service producing more than five days

per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article 3 shall be construed to create a guarantee where none now exists.

Section 9

(a) All regular or regular relief assignments shall be for five consecutive calendar days per week of not less than eight consecutive hours per day, except as otherwise provided in this Article 3.

(b) An employee on a regular or regular relief assignment who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the employee working more than five days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight time rate.

(c) A regular assigned employee in yard and hostling service, who under schedule rules goes on an extra board, may work on a board for the remainder of the semimonthly period, provided the combined days worked in yard and hostling service on the regular assignment and an extra board do not exceed eleven straight time days. He will then be subject to the "Note" under Section 6 of this Article 3.

(d) An employee who leaves an extra board for a regular or regular relief assignment will work the days of his new assignment at straight time rate, without regard to the number of days he may have worked on an extra board.

(e) Except as provided in paragraphs (b), (c) and

(d) of this Section-

Regular employees **will** not be permitted to **work** more than **five** straight time eight-hour shifts **in a** work week,

1 7 5

Extra employees will not be permitted to work more than eleven straight time eight-hour shifts in a semimonthly period

In yard or hostling service, and each excluding the exceptions from the computations provided for in Section 5, paragraphs (b) and (c).

Section 10

(a) The Provisions of this Article 3 applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof.

(b) None of the provisions of this Article 3 relating to starting time shall be applicable to any classification of employees Included within the scope of this Article 3 which Is not now subject

to starting time rules.

Section 11

Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards and the operation of working lists, etc., shall be changed or eliminated to conform to the provisions of this Article 3 in order to implement the operation of the reduced work week on a straight time basis.

Section 12

The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article 3, provided that such understandings shall not be inconsistent with this Article 3.

ARTICLE I I-DISPUTES COMMITTEE

Any dispute arising between parties to this agreement in connection with the revision of

Individual agreements so as to make them conform to this agreement shall be referred jointly, or by either party, for decision to a committee, the carrier members of which shall be three members of the Carriers' Conference Committees, signatories hereto, or their successors, and the employee members of which shall be three representatives selected by the organization signatory hereto.

176

In the event the Committee is unable to reach a decision with respect to any such disputes, a neutral referee shall be selected by the members of the Committee, to sit with the Committee and act as a member thereof.

If a majority of the Committee is unable to agree upon the selection of a neutral referee, any three members of the Committee may request the National Mediation Board to appoint such neutral referee.

Decisions of a majority of all the members of the Committee shall be final and binding upon the parties to any dispute in which a decision may be rendered.

ARTICLE 18

This agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by the Brotherhood of Locomotive Engineers as heretofore stated; and shall remain in effect until September 30, 1953 and thereafter, subject to notices served in accordance with Section 6 of the Railway Labor Act, as amended.

SIGNED AT WASHINGTON, D. C., this TWENTY-
THIRD day of MAY, 1952.

(SIGNATURES NOT REPRODUCED)

1 7 7

APPENDIX "S"

Rule 72-Agreement as Regards Engineers or Firemen. Due to Temporary Partial Disability, Exercising Seniority on Positions Which Physical Condition Will Permit Them to Fill, Between the General Chairmen of the B. of L. E. and B. of L. F. & E., and Concurred in by the Assistant to the Vice President, Great Northern Railway, Dated May 27, 1938.

July 11, 1938

ALL SUPERINTENDENTS:

I am enclosing herewith copy of letter of agreement between the General Chairmen of the

Brotherhood of Locomotive Engineers and of the Brotherhood of Locomotive Firemen & Enginemen, In regard to permitting engineers or firemen, during periods of temporary partial disability, to exercise their seniority on positions which their physical condition may permit them to fill.

Inasmuch as this agreement between the two organizations provides for joint investigation prior to action on each individual case, and further provides the management is to incur no liability In connection therewith, there is no objection to your permitting such temporary transfers as occasion may arise.

I am enclosing also copies of explanatory correspondence in connection therewith.

J. C. Rankine

Assistant to Vice President

CC:

General Managers Mr. A. F. Kummer Mr. A. Strom, Jr.

Agreement of May 27, 1938, Referred to Above

May 27, 1938

This special agreement, entered into between the two organizations to provide temporary employment not **provided** for under the schedule rules to engineers or firemen who may be under a doctor's care, or partially incapacitated, or who can only perform service on **light** jobs, or who, through extreme sickness of men's families, are required to remain close to their homes, in accordance with Engineers' Schedule Rule 58 (Engineers' current Schedule Rule 72) and O. C. of A. interpretation of 1928, reading:

1 7 8

"It is ruled by the G. C. of A. that under Rule 58, when on account of sickness or physical disability an engineer takes the run, his seniority entitled him to, such run will not be declared open."

and General Committee action of 1937, by the B. of L.

F. & E., reading:

"A fireman wishing to enter yard service by reason of sickness or disability can do so under the following conditions: He must furnish doctor's certificate from Organization doctor and, if requested, from the Company doctor also. Local chairmen should have an understanding or an agreement with local division officials as to the conditions surrounding the disability. If required, new examination certificates must be furnished every sixty days. Extra list should be classed the same as regular job, and hostling jobs to be included when such jobs are open."

Therefore, it is agreed that the two local chairmen will Investigate each case jointly, and if in their opinion the conditions would warrant that it will be necessary for the individual making this request, to furnish a doctor's certificate from his own doctor or Organization doctor; also, a certificate from the Company doctor as to his physical condition and what light work he may be

able to perform. The individual may be capable of performing yard service only and would not be able to perform road service. Therefore, he could exercise his seniority according to promotion and demotion in yard service, but keeping in mind that additional seniority is not conferred on any men through this agreement.

Then there may be extreme cases in which the Company doctor would not permit an engineer or fireman to accept promotion or do emergency work as an engineer on account of his physical condition; and in cases of this nature they would remain on some light work as a fireman.

Provided certain conditions arise where an employee is unable to work at "night work" that it be left to the discretion of the two local chairmen as to placing him on a job that he can handle without its being more in-

jurious to his health.

This agreement to be made out in triplicate---each local chairman to retain one copy for his file and one copy furnished to Master Mechanic of the Division. It is to be further understood that in carrying out the provisions of this agreement the Management incurs no liability.

179

If there is any disagreement between the local chairmen upon this agreement, the case with **all** the facts will be referred to the two General Chairmen for final **decision**.

Should a condition arise that is not covered **by this** agreement, the local chairmen of both organizations will, with the approval of both General Chairmen, handle **the** question raised.

A. Strom, **Jr.**

General Chairman, B. **of L. P. & E.**

A. P. Kummer

APPENDIX "T"

I (Changing Engines)

0

MEMORANDUM OF AGREEMENT

Between

GREAT NORTHERN RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

ROAD SERVICE

It is hereby mutually agreed that when road engineers **are** required to change engines enroute between terminals, but not Including engineers' initial and flnal terminals, for the purpose of moving engine to a shop point for repairs, washout, monthly or periodical inspection, engineers will be paid an arbitrary allowance of one hour at % of the daily rate, based upon the weight on drivers of the largest engine handled on that trip or tour of duty, in addition to all other trip payments. No additional allowance will be paid under this agreement when engines are changed for switching purposes or because of mechanical failures, break-downs, and conditions wherein the motive power in use on that particular train cannot handle the entire train to the terminal. Neither will the additional allowance provided herein apply when it is necessary to change engines on account of track curvature, light rail, bridges of restricted tonnage, and so forth.

This agreement will apply to Mesabi Division mine run service assignments.

This agreement will not apply to assigned changes of road power such as at Skykomisli, Tacoma and Sandstone.

The following questions and answers will illustrate the intent of the application of this memorandum of agreement:

1. Will the one hour arbitrary apply where engines are exchanged at the initial or flnal terminal of the run?

ANSWER-The arbitrary allowance will not apply regardless of the reason for the exchange.

2. Engine crew operating freight train from Glasgow to Williston. Out-going engine crew called at roundhouse for service prior to arrival of freight train, to perform switching at the terminal. Glasgow, with Engine 3305, returning engine to round-

house. Upon arrival of the freight train from Williston at Glasgow, engineer boards the engine running through Glasgow. Will the one hour arbitrary apply?

ANSWER-The arbitrary allowance will not apply be-

cause the engineer is compensated for this service under the switching or initial terminal delay rule. The same principle to apply where inbound engineers change engines at terminals for switching.

3. Engine crew operating passenger train from Spokane to Troy. Engine crew operating freight train from Troy to Spokane. Engine on passenger train becomes partially disabled at Bonner's Ferry, an intermediate point enroute. Engine crew of freight train standing at Bonner's Ferry instructed to exchange engines with crew on passenger train at Bonner's Ferry and continue their trip to Spokane with partially disabled engine. How will the arbitrary allowance be applied?

ANSWER-Due to the emergency the arbitrary allow-

ance of one hour will apply to the engineer on the freight train only. This same principle to apply where an engineer on a way freight is required to exchange engines with an engineer on a through freight account the through freight engine being wholly or partially disabled.

4. Engine crew operating passenger train from Spokane to Troy. Engine crew operating freight train from Troy to Spokane. Engine on passenger train becomes partially disabled at Bonner's

Ferry, an intermediate point enroute. Engine crew on freight train at Sand Point, another intermediate point enroute, is instructed to run light to Bonner's Ferry to exchange engines with crew on passenger train at Bonner's Ferry. Will the arbitrary be paid to either engineer?

ANSWER-No, because the freight engineer is paid

additional compensation under other rules for the movement made solely for the purpose of changing engines.

5. Will the arbitrary allowance apply where engineers exchange engine enroute in order to have a lighter engine to perform work over tracks and bridges on which larger power cannot operate?

1 8 2

ANSWER-No.

6. Engine crew operating a train from Spokane to Troy. Upon arrival at Bonner's Ferry, an Intermediate point for the crew, hostler turns relief engine over to engine crew and takes the other engine to the enginehouse for repairs. Will the arbitrary allowance apply to the road engineer in such circumstances?

ANSWER-Yes, unless the engine given up by the road

crew at Bonner's Ferry is disabled to the extent that it is unable to complete the trip handling the train to the terminal. If the engine is disabled to the extent that it cannot complete the trip handling the train to the terminal, the arbitrary allowance will not apply.

7. Will the arbitrary allowance apply to either engineer where engines are sent out from the terminal light or doublehead, or messengered, solely for the purpose of changing off even though it may be for the purpose of moving the regular engine to the shop point for repairs, etc.?

ANSWER-No.

8. Engine, crew operating freight train from Spokane to Troy. Upon arrival at Bonner's Ferry, an intermediate point enroute, engineer is required to exchange engines with a branch line engine crew assigned to operate from Port Hill to Bonner's Ferry and return to Port Hill in turnaround service. The exchange of engines at Bonner's Ferry is made for the purpose of moving the branch line engine to the shop point for repairs, washout, or periodical inspection. How will the arbitrary allowance apply?

ANSWER-The arbitrary allowance will apply to both

engineers. If, however, Bonner's Ferry is a terminal for the branch line engineer, but the engineer is not on duty, the arbitrary allowance will not apply to that engineer.

9. Same as in example 8, except that on the return trip from Troy to Spokane the main line engine crew is required to exchange engines with the branch line engine crew at 'Bonner's Ferry for the purpose of returning engine to the run sub-

sequent to having been repaired or inspected. Will the arbitrary allowance apply?

ANSWER-The arbitrary allowance will apply to both

engineers. If, however, Bonner's Perry is a terminal for the branch line engineer, but the engineer is not on duty, the arbitrary allowance will not apply to that engineer.

YARD AND TRANSFER SERVICE

(See Rule 28)

Likewise, It Is mutually agreed that yard and transfer engineers required to change engines after departing from the designated point for going on duty and **prior** to returning to the designated point for going off duty, **for** the purpose of moving the engine to the roundhouse **or** servicing point for routine repairs, wash-out, monthly **or** periodical inspection, will be allowed a 30-minute arbitrary at 1/8th of the daily rate, based on the weight on drivers of the largest engine handled on that tour of duty in addition to all other payments. No additional allowance will be paid under this agreement when engines are changed because of mechanical failures, breakdowns, and conditions wherein the motive power on that particular tour of duty cannot complete the shift. Neither will the additional allowance provided herein apply when it is necessary to change engines on account of operating characteristics, including track curvature, light rail, bridges of restricted tonnage, improper clearance, and **so** forth.

The following questions and answers will illustrate the Intent of the application of this memorandum of agreement:

1. Will the 30-minute arbitrary apply when engines are exchanged at the designated point for going on and off duty?

ANSWER-The arbitrary allowance will not apply regardless of the reason for the exchange.

2. Yard engineers going on duty at Lyndale Junction, performing service on an engine that becomes **disabled** at Cedar Lake Yard during the tour of duty. Engineer on a combination yard-transfer run from Minneapolis Junction to Cedar Lake Yard and return exchanges engines at Cedar Lake, completing trip Cedar Lake to Minneapolis Junction with the

1 8 4

partially disabled engine. How **will** the **arbitrary** allowance be applied?

allowance be applied?

ANSWER-Due to the emergency, the arbitrary allowance of 30 minutes will apply to the engineer on the yard-transfer run only. The same principle to apply where an engineer on either a yard, transfer, or combination yard-transfer assignment is required to change engines with other engineers within the switching limits.

3. Will the arbitrary allowance provided herein apply to any engineer when engines are sent out from the roundhouse or servicing point solely for the purpose of changing off, even though it may be for the purpose of moving the regular engine to the shop point for repairs, inspection, servicing, and so forth?

ANSWER-No.

4. Engineers in yard-transfer service from Interbay to Seattle to Interbay. At Seattle engineer is required to change engines with a regularly assigned yard or yard-transfer crew assigned to commence and terminate work at Seattle. The exchange of engines at Seattle is made for the purpose of moving the other engine to the servicing point for repairs, wash-out, or periodical inspection. How **will** the arbitrary allowance apply?

ANSWER-The arbitrary allowance will apply to both

engineers. However if exchange is made during the time that the Seattle engineer **is** not on duty the arbitrary allowance will not apply to this engineer.

6. When streamlined trains are turned on the wye at Vancouver, B. C., by yard engineers without **using** their regularly assigned engine, simply by transferring to the road engine already attached to the trains. Will the arbitrary allowance apply to these engineers?

ANSWER-No, except that the engineers **will be paid**

the daily rate, based upon the weight on drivers of the largest engine handled.

6. This agreement does not contemplate any **change in the** existing practice **of** hostling, fueling, **servicing and** making minor repairs to yard and transfer

185

engines at Union Yard and **Lyndale Junction** In Minneapolis, or S. C. & P. **Division Street at Spokane** and Hillyard yard tracks at Frances Avenue.

This agreement shall be effective April 1, 1951, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

FOR BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ If. W. Haskins
General Chairman

FOR GREAT NORTHERN RAILWAY CO.:

/s/ **J. M. Budd**
Vice President-Operation

Dated at St. Paul, Minnesota,
this 24th day of March, 1951.

1 8 6

i APPENDIX "U"

i

I 0 (Connecting and Disconnecting Diesel U

MEMORANDUM OF AGREEMENT

Between

i4 GREAT NORTHERN RAILWAY COMPA

and

I

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

i

Engineers on Diesel locomotives, In setting out picking up an additional unit or units operated or t operated in multiple-unit operation, where no mechanical force employee Is on duty to perform this service, perform all service necessary to such set-out or pie such as making and breaking control lines, setting en controls for operation in multiple-unit service, and secure set-out units by setting hand brakes and bloc wheels. Engineers will be paid one hour at the prorate of the trip each time this service is performed addition to all other compensation for the trip.

This agreement effective April 9, 1954, and will remain in effect until changed in accordance with Section the Railway Labor Act.

4 FOR BROTHERHOOD OF LOCOMOTIVE ENGINEERS

/s/ H. W. Haskins

APPROVED:

/s/ C. B. Gwinn

FOR GREAT NORTHERN RAILWAY COMPANY

Isl 1. G. **Pool**

Signed at St. Paul, Minnesota this 9th da of **April, 19**