

**AGREEMENT
Between the
Chicago, Burlington & Quincy
Railroad Company**

and

**the General Committee
of Adjustment
of the
Brotherhood of
Locomotive Engineers**

Rules (as originally written) Effective June 1, 1931

FREIGHT SERVICE

Rule 8 (pg.27) INITIAL TERMINAL DELAY - FREIGHT SERVICE

(a) Initial terminal delay shall be paid on a minute basis to engineers in 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 their 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 made shall be deducted from the initial terminal time under this rule.

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

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of one (1) hour and fifteen (15) minutes after which initial terminal delay payment begins.

The phrase 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 and district runs. In addition, this phrase does not include local or mixed train service where switching is performed at initial terminal and is paid for under the provisions of the Road Yard Switching Agreement of March 13, 1941 or such payments are made under Rule 9 of the collective agreement.

(b) When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

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

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.

The foregoing portion of the rule became effective on February 1, 1957.

FINAL TERMINAL DELAY

Rule 9 (pg. 28) TERMINAL SWITCHING

Hostlering (pg. 29)

Engineers required to perform hostlering (at other than main line terminals or at other than points where hostlers are maintained) will be paid full time at pro rata rate with a minimum of 30 minutes except where overtime based on total time on duty is greater.

NOTE: See Appendix, Pages 93 to 102 incl., 106.

Rule 11 (pg. 30) CONVERSION RULE

(a) 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:

(1) Picking up or setting off cabins or cabooses at initial or final terminal.

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

(3) AT foreign line junction points not exceeding four in number, when interchange cars only are picked up and / or set off.

(4) Setting out defective cars at any point.

(5) Doubling hills.

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

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

(b) 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 cars or cars will be replaced on spot and so doing will not be considered station switching.

(c) In passenger or through or irregular freight service where commercial LCL freight and / or company material in excess of 2,000 pounds is loaded or unloaded by the engine or train crew during the entire trip engineers will be paid local freight rates.

(d) There shall be no conversion except as specifically covered by this rule.

This rule became effective on October 1, 1948.

NOTE: See Appendix, Pages 112, 174, 175, 176

Rule 12 (Blank)

Rule 13 (pg. 31) RUN FIRST IN, FIRST OUT

(a) Engineers not assigned to regular runs will run first in first out.

NOTE: see appendix, pages 113,130, 139, 188, 189, 190, 196, 199, 200.

RUNAROUNDS

(b) If an available pool or extra engineer is runaround, two hours at minimum through freight rate will be allowed and the engineer will stand first out.

Rule 14

Rule 15 (pg. 31) **DEFINITION OF A DAY**

A day is 24 hours from midnight to midnight, all trips to be credited to the day on which they begin.

Rule 16 (pg. 31) **CIRCUS AND CARNIVAL TRAINS**

Engineers handling circus or carnival trains that stop to exhibit on divisions will be paid a minimum of 12 hours and 48 minutes, or 160 miles, for each day assigned to such trains, overtime at 3/16 of the daily rate, at through freight rates, including loading and unloading. If less the 12 hours and 48 minutes is used in the last move, actual time will be paid with a minimum of 100 miles. Engineers used in other service during the time circus or carnival is exhibiting shall be paid actual miles or hours

in addition to the 12 hours and 48 minutes according to the class of service performed, unless the service performed is the switching made necessary by the presence of the circus or carnival train. Engineers handling circus or carnival trains do not exhibit between terminals will be paid at through freight rates.

Rule 17 (Blank)

Rule 18 (Blank)

WORK TRAIN SERVICE

Rule 19 (pg. 32)

Engineers assigned to work trains for more than one day will be considered regular work train engineers.

Engineers on regular work trains will be allowed full time, including Sundays, at local freight rates, according to class of engine.

Interpretation: Engineers who are in regular work train service for a full week, i.e., Monday through Friday inclusive, will if the same work train is operated the following Monday, be guaranteed six (6) minimum basic days at the work train rate of pay according to the class of engine used for service performed Monday through Friday.

Overtime at 3/16 the daily rate will accrue after eight (8) hours regardless of miles run.

NOTE: See Appendix, Pages 114, 116, 117, 118, 119, 163, 164, 165 to 169, 170, 171.

Rule 20 (Blank)

PUSHER AND HELPER SERVICE

Rule 21 (pg. 32) HELPER SERVICE

(a) Engineers assigned to helper service will be paid for every day in such service, including Sundays, according to class of engines.

(b) Temporary vacancies or temporary additional helper service will be manned by engineers from extra list and will be paid under rules governing helper service; but if pool crews are used in emergencies they will be subject to Rule 32.

If helper engineer has made 100 miles or 8 hours and has arrived at his terminal, if called upon for an additional trip he will be paid for the additional service on the basis of a new trip. The exceptions of Ruling 2 of Rule 68 also to apply. Helper crews will not necessarily run first in first out with regard to each other.

Helper engine crews when used for yard switching will be paid for all time consumed in such yard switching with a minimum of one hour for total actual switching on any shift at yard rates of

pay in addition to the regular helper pay and without any deductions from helper pay for the time consumed in actual yard switching.

Interpretation: A helper crew having made 100 miles, or 8 hours, arriving at their terminal used to perform yard switching will be paid a minimum day at yard rates.

If less than 100 miles or 8 hours are made helper crew used to perform yard switching will be paid under third paragraph of Rule 21-b including helper overtime after 8 hours.

On outbound helper trips, setting out bad order cars from the train will not be classed as yard switching.

NOTE: See Appendix, Pages 153, 154, 155

YARD SERVICE

BASIC DAY (Pg. 34)

Eight hours or less shall constitute a days work.

OVERTIME (pg. 34)

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 (any rules to the contrary to be changed accordingly), all time worked in excess of 8 hours continuous service in a 24-hr period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate, according to class of engine.

This rule applies only to service paid on the hourly or daily basis and not to service paid on mileage or road basis.

NOTE: See Appendix, Page 124.

ASSIGNMENTS (pg. 34)

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 8 hours work.

STARTING TIME (pg. 34)

(a) Regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew will not be changed without at least 48 hours advance notice. Practices on individual roads as to handling of transfer crews are not affected by this section.

(b) Where three 8-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 a.m. and 8 a.m.; the second 2:30 p.m. and 4 p.m.; and the third 10:30 p.m. and 12 midnight.

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

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

(e) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in sections (b) or (d).

(f) At points where only one yard crew is regularly employed, they can be started at any time, subject to section (a).

(g) 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.

NOTE: See Appendix, Pages 123,126.

CALCULATING ASSIGNMENTS AND MEAL PERIODS (pg. 35)

The time for fixing the beginning of assignments for 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.

POINT FOR BEGINNING AND ENDING DAY

(a) Provisions of existing rules that there shall be a specified point for either going on or off duty, or both, are not affected by anything herein; but schedules having no such rules shall be modified to provide that yard crews shall have a designated point for going on duty and a designated point for going off duty.

(b) The point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that engine crews will report at the hump, others report at yard office, others at engine houses or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

NOTE: See Appendix, Page 126.

LUNCH TIME (pg. 35)

(a) Yard crews will be allowed 20 minutes for lunch between 4 1/2 and 6 hours after starting work without deduction in pay.

(b) Yard crews will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefore.

The lunch period must be given and completed within 4 1/2 and 6 hours. Applies to both the first and second lunch periods when overtime is worked.

ARBITRARIES AND SPECIAL ALLOWANCES

(a)

(b)

TRANSFER SERVICE

Rule 23 (page 36) BASIC DAY AND OVERTIME

Rule 24-A (BLANK)

Rule 24-B (page 37)

Rule 24-C

Rule 25

Rule 26

Rule 27

Rule 28 (pg. 38)

Hostlers will not be used to pull in trains tied up under the law outside of the switching district. Hostlers will not be used to clear main track within the switching district of trains tied up under the law except in cases of extreme emergency. When in emergency they are so used within the switching district they will be paid yard engineers rates for the entire day. This also includes hostler helpers.

GENERAL RULES

Rule 29 (page 38) BULLETIN OF ENGINES

For the purpose of officially classifying locomotives, the railroad will keep bulletin at all terminals showing actual weight on drivers of all engines in its service.

Rule 30 (page 38) DEFINITION OF A TERMINAL

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

TIE UP AT SPECIFIED POINTS (page 39)

(b) Engineers in pool or irregular freight service tied up at specified points* between terminals other than under Rule 49, will be paid time or mileage of the schedule to tie-up point with minimum of 100 miles or 8 hours, Rules 8 and 9 to apply when tied up and will go automatically under pay after 8 hours off duty unless sooner required to report. For the whole or any portion of the first 8 hours of each following 24-hour period during which tied up, will be paid 12.5 miles per hour. For succeeding trip from tie-up point to terminal a minimum of 100 miles or 8 hours will be allowed.

CALL AFTER TIE UP

(c) If called to report after pay begins, time will be computed continuously from expiration of eight hour rest.

SUCCEEDING TOW OR DEADHEAD

(d) For succeeding deadhead or tow, allowance at classification engine rates as follows: For 50 miles or less, or 4 hours or less, one-half day; for more than 50 miles, or more than 4 hours actual miles or hours, whichever is greater, with a minimum of one day and overtime after 8 hours on speed basis of 12 1/2 miles per hour.

(e) This rule to apply to engineers sent to outlying points to load or unload stock or receive stock or perishable freight from connecting lines or connection divisions.

(f) Does not apply to work, wreck or snow ploy service.

TRACK OBSTRUCTION (page 39)

(g) Engineers in assigned, pooled or irregular freight or passenger service delayed between terminals on account of wrecks, washouts, snow blockades, or other similar track obstructions, will be paid a minimum of 100 miles, or one day, for the first day, and for each succeeding day, will be allowed not less than 100 miles, or one day, at the rate for the claws of service in which engaged.

*Specified points:

East Hannibal division:	Old Monroe.
West Hannibal division:	Cameron Junction.
St. Joseph division:	Kansas City -- Murray; Albany; Napier. L.E. or L.W.
Creston division:	Pacific Junction; Red Oak.
Ottumwa division:	Mendota; Aurora -- Eola
Galesburg division:	Barstow; Peoria.
Beardstown division:	Galesburg; East St. Louis; Herrin Jct.; Litchfield.
La Crosse division:	Prairie du Chien.
Centerville division:	Milan; Humeston.
Omaha division:	Pacific Junction; Gibson; So. Omaha; Fremont; Osmond.
Lincoln division:	Aurora; Palmer.
Wymore division:	Edgar; Napier.
McCook division:	Holdrege; Oxford; Brush; Herndon.
Alliance division:	Crawford.
Sherdan division:	New Castle.
Sterling division:	Brush.
Casper division:	Kriby.

NOTE: See Appendix, Pages 155, 157, 158, 193, 194, 201, 202.

Rule 31 (page 40) ARBITRARIES AND SPECIAL ALLOWANCES

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

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

1. When the train reaches the final terminal before overtime commences calculated from the time of reporting for duty, the special payments will be allowed at the former rates.
2. If the train is not on overtime on arrival at the final terminal, but the overtime period commences before final release, special payments accruing at the final terminal up to the period when overtime commences will be allowed on the basis of the former rates, but time thereafter shall be paid on the actual minute basis of three-sixteenths of the daily rate.

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

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

ENGINEERS PERFORMING OTHER SERVICE (page 41)

(f) Engineers, if required, to perform service not provided for in this schedule, will receive the regular compensation allowed for such service, provided he does not lose his turn out. Should he lose his turn out he shall receive the same compensation he would have received had he held his turn.

NOTE: See Appendix, Page 135.

Rule 32 (pg. 41) BEGINNING AND ENDING OF A DAY

SHORT TRIP AND TURNAROUNDS -- FREIGHT

(b) Engineers in pool or irregular freight service may be called to make short trips and turnarounds, with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of 100 miles for a 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, and (3) that engineers shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day, subject to the first-in-first out rule or practice. It is understood under the above rule that crews may be used in either direction out of a terminal on their own seniority district.

NOTE: See Appendix, Pages 115, 201, 202.

Rule 33 CALLED AND NOT WANTED (pg. 41)

(a) In case an engineer is called and afterward notified he is not wanted, a minimum of 2 hours time will be allowed, at ()* per hour, and he will not lose his turn out.

(b) In case a call is canceled before an engineer leaves his home or place of lodging between the hours of 8 a.m. and 9 p.m., no compensation will be allowed.

CALLED, PERFORMS SERVICE AND NOT WANTED

(c) When an engineer has been called and performs service in preparing his engine, or leaves roundhouse track for train yard or passenger station and afterward is notified that services are not required, he will be paid actual time with a minimum of four hours and will stand first out. If not again called to leave within four hours from the time first ordered for, a minimum of 8 hours at classified rates will be allowed and engineer will stand last out.

(d) A pool engineer losing his turn for any reason will be permitted on reporting for his turn, to deadhead to the turn and relieved the extra man, provided the turn does not arrive at the home terminal within twentyfour hours from the time he reports for his turn. It being understood, there will be no allowance for deadheading to either engineer in such cases.

Rule 34 ATTENDING COURT (pg. 42)

Engineers attending court or inquest under instructions from the railroad will be paid full time for time lost and living expenses if away from home; if no time is lost actual time at ()* per hour will be allowed while so engaged, the railroad to receive the witness fee.

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

Question: Where rule provides that engineers attending court or inquest will be paid full time for time lost, does this conclude overtime paid at punitive rate on trip lost, or should overtime be computed at pro rata rate in computing time lost?

Decision: Full time for time lost guarantees the employee the same amount as was earned by the employe performing the service.

Rule 35 (pg. 42) EATING AND SLEEPING ACCOMMODATIONS

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

This rule became effective on October 1, 1948.

Rule 36 (pg. 42) DETOURS

When trains are detoured over another seniority district, over a different route on their own seniority district, or over the tracks of another railroad as a result of wrecks, washouts, track obstructions or other acts of Providence, engineers so detoured will be paid not less than the mileage of their assignment, plus mileage made in excess thereof, overtime to be computed in accordance with the provisions of pertinent overtime rule applicable to the particular class of service. In the event the detoured train is routed over another Burlington seniority district so that it does not reach the normal objective terminal of the engineer handling the train, the detouring engineer will not be used beyond the first terminal of the seniority district over which the detour is made where pool engineers are maintained.

**See Table of Rates, Page 21*

NOTE: See Appendix, Pages 193, 194

Rule 37 (pg. 43) SNOW PLOW SERVICE

Engineers engaged in bucking snow with snow plows will be paid one and one-half hourly rates according to class of engine used with a minimum of through freight rates for distance run.

Engineers called to buck snow and held on duty under orders will be paid hourly rates while so held for such service. If laid up and relieved from duty but held for service under this rule they will be paid not less than a minimum day at classification rates for each 24-hour period so held.

When snow plow service is double crewed for bucking snow, each engineer will be paid for all time so assigned at pro rata rates, except the engineer working will be paid in accordance with this rule.

If used to operate rotary snow plow they will be paid under the provisions of this rule at rates applying on O-2 engines.

NOTE: See Appendix, Pages 141, 142, 143.

Rule 38 (pg. 43) DOUBLING HILLS

When an engine is uncoupled from its train and helps another train over a hill or when a train doubles a hill, the actual miles made will be added to actual mileage of trip.

NOTE: See Appendix, Pages 163 to 168, inc.

Rule 39 (pg. 43) ORDER OF TURN

In ordering engineers out of their terminals it is understood that the reporting time will govern in the application of the first-in, first-out rule. Except when necessary to deadhead one or more engineers in freight service, the engineer first out will deadhead and the engineer second out will handle the train. The engineer deadheading will stand ahead of engineer running train for further duties at objective terminal.

NOTE: See Appendix, Pages 113, 189, 190.

Rule 40 (pg.44) ENGINEERS DISPLACED

An engineer who has been displaced in any class of service must assign himself within 48 hours but may be used in temporary service in an emergency.

NOTE: When an engineer displaces another engineer in accordance with the 48-hour provision of this rule and does not immediately go to work on the run, the engineer occupying the run may remain on it until hi does go to work.

NOTE: See Appendix, Pages 136, 137, 138, 139, 195.

Rule 41 (pg. 44) DEADHEADING

Deadheading on railroads business on passenger trains will be paid for the actual mileage at () * cents per mile for engineers, and for deadheading on other trains at () * cents per mile for engineers; provided, that a minimum day at the above rates will be paid for the deadhead trip if no other service is performed within 24 hours from time called to deadhead. Deadheading resulting from the exercise of seniority rights will not be paid for.

Interpretation: (a) Engineers deadheaded on company business to fill temporary vacancies account of sickness, injury or other proper leave of absence, will be allowed deadhead pay going and returning.

(b) An engineer filling a vacancy during life of bulletin will be allowed deadhead pay going and returning.

(c) An engineer sent by order of the company to fill new job put on at an outlying point will be allowed deadhead pay. Likewise, an engineer relieved at an outlying point account job taken off will be allowed deadhead pay not to exceed mileage to division headquarters.

(d) When extra boards at outlying points are increased, either temporarily or permanently, engineers required to deadhead to such point will be allowed deadhead pay not to exceed mileage from division headquarters. When such extra boards are decreased, engineers required

to place themselves at some other point, will be allowed deadhead pay not to exceed mileage to division headquarters.

(e) An engineer deadheaded to outside station to relieve engineer account Hours of Service Law, who does not relieve and is deadheaded back, will be paid a minimum of one day at through freight rates.

**See Table of Rates, Page 21.*

(f) An engineer required by order of the company to take foreign line book of rules examination will be allowed deadhead pay going and returning.

(g) Qualified firemen used in emergency as engineers, account no extra engineers available, will be allowed deadhead pay going and returning at engineers rates.

(h) Fireman promoted to engineer account new job created and deadheaded to another point to work as engineer, will be paid deadhead at engineers rate, not to exceed mileage from division headquarters.

(i) Engineer at outlying point, demoted to fireman account job discontinued, and required to deadhead to another point to work as a fireman will be paid deadhead at firemans rate, provided there is no fireman his junior working at that point that he could displace, not to exceed mileage to division headquarters.

NOTE: See Appendix, Pages 196, 197, 198, 199, 200, 201, 202.

Rule 42 (pg. 45) PILOTING

When trains of a foreign railroad are operated over any portion of the road, an engineer holding seniority on the portion of the road over which operated will be assigned as pilot.

When a train is detoured over a foreign seniority district, an engineer will be furnished as a pilot when the engineer operating the train is not familiar with that district.

If an engineer who is not familiar with the road, has made four trips over the foreign seniority district, he will be considered familiar with the road as far as the necessity for a pilot is concerned.

On districts where pool engineers protect passenger vacancies, pool engineers will be used to pilot passenger trains and extra engineers to protect freight service.

Engineers acting as pilots will be compensated according to the class of engine used and service in which engaged.

NOTE: See Appendix, Pages 128, 129.

Rule 43 (pg. 45) WATCHING ENGINES

An engineer required to watch an engine will be paid at the rate of ()* per hours while so engaged.

Rule 44 (pg. 45) BREAKING IN ENGINES

An engineer breaking in an engine will be paid ()* per hour, 100 miles or less, 8 hours or less to constitute a day, overtime at time and one-half.

**See Table of Rates, Page 21.*

Rule 45 (pg. 46)

Rule 46 DISCONNECTING ENGINES

Rule 47 DISABLED ENGINE IN TRAIN

Rule 48 COALING ENGINES

Rule 49 (pg. 46) TIME ON DUTY

(a) Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then, until after the expiration of 14 hours on duty under the federal law, or within two hours of the time limit provided by state laws if state laws govern.

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

(c) When road crews are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crew; provided, the longest period of rest required by any member of the crew, either 8 or 10 hours, to be the period of rest for the entire crews.

(d) A continuous trip will cover movement straight away or turnaround, from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

(e) 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 four hours or less, one-half day; for more than 50 miles, or more than four hours, actual miles or hours, whichever is the greater, with a minimum of one day. It is understood that this does not permit running engines through terminals or around other crews at terminals unless such practice is permitted under the pay schedule.

(f) Road crews tied up for rest under the law and then towed or deadheaded into terminal, with or without engine or caboose, will be paid therefore under the provisions of paragraph (e), the same as if they had run the train to such terminals.

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

NOTE: See Appendix, Pages 204, 205.

Rule 50 (pg. 47) 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 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.
This rule became effective on October 1, 1948.

NOTE: See Appendix, pgs. 206, 207.

Rule 51 (pg 48) INCORRECT TRIP REPORT

If a trip report is incorrect, the engineer making it out will be notified in writing and given explanation and reason for correction.
In case of shortage of one day or more in an engineers time, a voucher will be issued for same if requested.

NOTE: See Appendix, pgs. 208, 209.

Rule 52 (pg. 48) CALLING

Engineers living within reasonable limits (to be fixed by the master mechanic) will be called within a reasonable time of the departure of their trains, except in case of emergency. Where engineers cannot be raised by telephone, they will, if living within the calling limits, be called by messenger.

The above does not apply to men assigned to regular trains which leave during the day time, not to unimportant divisions or terminal points where trains are due to leave between the hours of 6 a.m. and 10 p.m. Where such trains are more than 30 minutes late, engineers will be notified.

Callers will be provided with a book in which shall be entered the leaving time of trains. Men who are so called will register their names with the time they are called.

Rule 53 (pg.48) LIST OF ENGINEERS

A corrected list of engineers on each division will be posted in roundhouse office in a conspicuous place; these lists to contain the names of all who hold seniority rights as engineers. A copy of this list will be given local chairman upon request. These lists will be corrected on May 1st and November 1st of each year.

RETENTION OF SENIORITY

An engineer accepting an official position with the railroad or being exclusively employed by his organization will retain his seniority rights.

Rule 54 (pg. 48)

Rule 55 (pg. 49) PERMANENT VACANCIES

Rule 56 TEMPORARY VACANCIES

Rule 57 REGULATION OF MILEAGE

Rule 58 (pg. 51) ASSIGNMENT TO INTERDIVISIONAL RUNS

Rule 59 (pg. 52) EMPLOYMENT OF ENGINEERS

Rule 60 (pg. 53) RANK AND PROMOTION

Rule 61 (pg. 54) RANK NOT RETAINED

Rule 62 (pg. 54) ATTENDING INVESTIGATIONS

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

Engineers whose right are restricted to yard service only, that is, at Chicago, Kansas City, St. Louis and Council Bluffs, when required by the company to be present as witnesses at investigations will be paid, when not found at fault and if no time is lost, for actual time held at investigation at pro rata rates, if detained over two hours after close of trick; if called specifically for the purpose during period of duty, actual time, if held at investigation more than one hours.

Rule 63 (pg. 55) DISCIPLINE

Engineers will not be dismissed nor have their records marked until after a fair and impartial investigation has been held, at which investigation he or they will be privileged to have a representative of his choice present to assist him, by questioning witnesses or offering testimony.

Witnesses may be examined separately and in case statements are conflicting, those whose statements conflict may be heard together. In case of unjust dismissal or discipline the engineer will be reinstated, paid for time lost and the record corrected. A copy of all statements made a matter of record at investigation will be furnished the local chairman.

NOTE: See Appendix, pg. 144.

Rule 64 (pg. 55) FINES

Rule 65 SERVICE LETTERS

Rule 66 (pg. 55) TIME LIMIT ON CLAIMS

All claims or grievances arising on and after November 1, 1948 shall be handled as follows:

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the company authorized to receive same, within sixty 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 sixty 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 sixty 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 six months from the date of said officers 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 six months 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 organizations parties hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.

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

NOTE: With respect to all claims or grievances which arose or arise out of occurrences prior to November 1, 1948, such claims or grievances must be made on or before April 1, 1949, in the manner provided for in paragraph (a) hereof and if not progressed pursuant to the provisions of paragraphs (b) and (c) of this rule, the claims or grievances shall be barred. This provision does not apply to claims or grievances already barred under existing agreements.

This rule became effective on November 1, 1948.

NOTE: See Appendix, Pages 230, 231, 232.

Rule 67 (pg 56) MISCELLANEOUS WORK ON ENGINES

Rule 68 (pg. 57) MORE THAN ONE CLASS OF ROAD SERVICE

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

A. Payment:

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

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

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

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

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

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

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

(a) An 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 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.

The foregoing rule became effective on February 1, 1953.

NOTE: See Appendix, Page 259.

RULING NO. 2.

RULING GOVERNING SERVICE AFTER COMPLETION OF ASSIGNMENT OR DAY

If an engineman has completed his assigned service, or has made 100 miles or 8 hours, and has arrived at his terminal, if called upon for an additional trip he will be paid for the additional service on the basis of a new trip. This does not mean that the additional service will be coupled up with the completed trip, but simply that the second trip or trips will be separated entirely, and subject to whatever rules apply to that particular service.

This ruling not to apply in cases of accident or engine running to its terminal for coal or water.

In case an engine is disabled in the course of a trip, the railroad is to reserve the right to send the engineman into terminal and return with another engine to bring their train in, counting their time as a continuous trip. If another engine crew is required to bring train in, their run should end at the first terminal, if there is time to call another engine crew to take the train out; otherwise the same engine crew may proceed to the next terminal and be paid for two separate trips.

Except in passenger service only and when distance does not exceed fifteen miles out of their terminal outgoing crew may be sent to bring in a disabled passenger train and will be paid actual miles or hours in addition to their regular trip. Beyond fifteen miles other provisions of this rule apply.

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

NOTE: See Appendix, Pages 165 to 168, inc., 233.

Rule 69 (pg. 59) ORGANIZATION RIGHTS

The General Committee of Adjustment, Brotherhood of Locomotive Engineers, will represent all locomotive engineers in the making of contracts, rates, rules, working agreements, and interpretations thereof.

All controversies affecting locomotive engineers will be handled in accordance with the interpretation of the Engineers contract as agreed upon between the Committee of Brotherhood of Locomotive Engineers and the Management.

In matters pertaining to discipline, or other questions not affecting changes in Engineers contract, the officials of the Company reserve the right to meet any of their employees either individually or collectively.

Rule 70 (pg. 60) SUPPLYING RULES

Engineers will be furnished a copy of these rules on application.

Rule 71 (pg. 60)

The rates and rules enumerated herein constitute in their entirety an agreement between this Company and the General Committee of Adjustment for the Brotherhood of Locomotive Engineers, rates effective December 16, 1953, rules (as originally written) effective June 1, 1931, to continue in effect for one year and thereafter until thirty (30) days notice of a desired change has been given by either party.

MEMORANDUM OF AGREEMENT

between the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN**

and the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

It is hereby agreed in order to afford relief to the Company from what it considers to be the undue burdens of Awards 5134 to 5145, inclusive, Awards 5147, 5148, and 5168, to apply the following provisions, effective as of January 10, 1941:

Article 1

(a) Engine crews in road freight service will not be required to perform switching where yard crew is on duty, subject to the following exceptions:

Wreck

Washout

Accident requiring the immediate service of an engine crew.

Setting out cars placed in train through error, bad order cars, cars improperly loaded and no-bills when yard engine is not immediately available.

(b) When road freight engine crews are required to perform switching service in circumstances above described in conjunction with road work, they shall be compensated therefor on the minute basis with a minimum of one hour at 3/16 of the daily rate according to class of engine and service independent of the road trip.

(c) If road freight engine crews are required to switch at points where yard crew is on duty in circumstances other than described in Paragraph (a) and first section of Paragraph (g) of the Article, they will be compensated for such service at not less than a minimum day at yard rate, independent of compensation for any other service performed and the engineer and fireman first out on the extra list protecting such work, will also be paid not less than a minimum yard day.

(d) Road freight engine crews may be required to switch at points where yard crew is not on duty. When so used they will be compensated in accordance with the provisions of Paragraph (b) of the Article except as otherwise provided for in the second section of Paragraph (g) of the Article. Engine crews in through freight service will be paid under Paragraph (b) of this Article at way freight rates when required to perform station switching at initial or final terminals of their runs.

(e) The time engaged in switching will be computed on the following bases:

(1) At initial terminal from time crew is required to report as a unit without regard to preparatory time, or performance of individual duties until completion of work and train is coupled together ready for the road trip.

(2) At final terminal from time engine arrives at designated switch where final terminal delay begins and / or from time switching commences, at any point within the switching limits until finally relieved from duty.

(f) Doubling over where there is no track available, or reserved for the reception or make-up of another train, ordinarily used is not switching and may be done by road crew. See Appendix, Page 106.

(g) At intermediate points enroute where a yard crew is on duty, road freight engine crews may be required to pick up cars from one track and/or set out cars on one track, or on and from additional tracks when such tracks are of insufficient length to hold same; without additional compensation.

At intermediate points enroute where yard crew is not on duty, road freight engine crews may be required to place from their trains for unloading, or pick up to go livestock or merchandise and an occasional rush car of other commodity, independent of other set out or pickup movements, and will be compensated for this additional service on minute basis with a minimum of one hour at pro rata rate independent of road trip and separate cars displaced in performance of the above will not be classed as switching.

(h) When the switching time of road freight engine crews in yards where yard engines are operated, during periods yard crew is not on duty, amounts to four hours time a yard crew may be worked under the provisions of Rule 22 for five consecutive working days, an additional yard engine assignment will be established for the purpose of performing such work.

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

Yard assignments will not be annulled if by such annulment road crews are used to perform service during the assigned hours of the yard crew, which is not permissible when yard crew is on duty. This contemplates road crews shall not be required to perform switching at initial and final terminals or intermediate yards other than in connection with their own train or service provided for in Paragraph (g) of the Article.

(j) In yards where yard engines are not operated for the full 24 hour period, road freight engine crews will not be required to perform switching service within thirty (30) minutes from regular tie-up time of yard engine. When it is known such work will be required, yard crew will be held on duty to perform same.

(k) The following service does not constitute switching to be paid for under this agreement.

(1) Picking up and setting out cars at intermediate yards, Davenport, Rock Island, Moline, East Moline, Watertown Spur, Silvis Transfer, and Barstow shall be considered separate pick-up and set-out points.

(2) Due to unusual conditions at Bridgeport-Northport and Red Oak, the practice of moving cars from one point to another in the yards when making set-out and pick-up movements may be continued.

(3) At points where trains are received on main line, road freight engine crew will be permitted to double over one cut of cars which has been placed first out by yard crew for outgoing road engine while yard crew is switching rear end of train. This will also apply to these trains when their connections are run as extras in lieu of timecard number, or when necessary to use yard track to clear passenger train.

(4) Road crews will not be required to classify their trains enroute between terminals of their runs except that in picking up cars at intermediate yards or stations which includes turning points on continuous runs, they may be required to maintain groups to be set out at intermediate yards or stations between terminals or turning points of their runs.

(5) Shoving trains together when cut because of crossings or crossovers, or when train is parted.

At initial terminals and intermediate yards when road engine, with or without cars, moves to permit yard engine crew to take off and /or add cars.

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

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(6) Setting out or picking up at intermediate yards in conformity with the following:

(a) Road crews operating passenger carrying trains with Peoria as the turning point setting out their freight equipment on inbound movement at train yard and picking up freight equipment at train yard after departure from passenger station.

(b) Road crews setting out stock at either Montgomery or Aurora in addition to usual set-out within the Aurora-Eola-Montgomery yard.

(c) Road crews on eastbound trains setting out and/or picking up at the east yard and the up-town yard at Kewanee.

(d) Road crews on way freight trains from Griswold setting out and/or picking up in the lower and upper yards at Red Oak when no yard crew is on duty.

(e) Road crews on way freight trains eastbound picking up and/or setting out at the south yard and at the M.&St. L. connection at Monmouth.

(f) Road crews setting out at not to exceed two of the following three locations: Upper yard, lower yard, and lower yard transfer at South Omaha when yard crew is not on duty.

(g) Setting out bad order and/or no-bill cars found in their pick-up or train when yard crew is not immediately available.

(7) Changing of waycars by roadmen when yard crew is not on duty, and no other switching is performed. (Payable under Rule 9 at terminals of runs.)

(8) Road engine crews in freight service may be required to pick up cars at one point after leaving track upon which train is made up (or passenger depot if train leaves the depot) at terminals and/or set out cars on inbound trains at not to exceed one point before reaching receiving track (or passenger depot if train goes to depot), and shall be compensated therefor on the actual minute basis at prorata road rates with a minimum of fifteen (15) minutes. Time will be computed for picking up at initial terminal from time train leaves track on which train is made up until work is completed. Time will be computed for setting out at final terminals from time train is stopped to set out until train reaches receiving track.

Article II

(a) Engine crews on passenger runs will not be required to handle cars between yards and passenger stations other than the consist of their own trains, Present agreement at Chicago and St. Louis to continue.

(b) (1) Engine crews in passenger service required to switch consist of their own trains, inclusive of setting out cars or picking up cars to go forward in their own trains where yard crew is not on duty, will, except as provided in Section (2) of the Article, be paid on the minute basis with a minimum of one hour at a rate per hour of 3/16 of the daily rate, independent of road trip. pg 96

(2) Engine crews in passenger service required to pick up cars first out and /or set out one block of cars, when no other switching is performed at initial terminal, intermediate point, or final terminal, where yard engine is either on or off duty, will be paid thirty (30) minutes at passenger overtime rate, independent of road trip.

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

Present agreement at Chicago and St. Louis to continue.

(3) Payment for switching under Item 1 of this Article will be computed on the following basis:

(a) At initial terminal from time crew required to report as a unit without regard to preparatory time or performance of individual duties, until completion of work.

(b) At turnaround point, time actually engaged in switching, computed on a cumulative basis.

Example: Switch 7:00 A.M. to 7:30 A.M. after arrival at turnaround point, then from 9:15 A. M. to 9:50 A.M. prior to departure. Allowance, one hour five minutes.

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

(c) Engine crews in passenger service required to perform switching in yards where yard crew is on duty, will, except as provided in Article 2, Paragraph (b), Section (2), be paid therefor independent of road trip on basis of a minimum day at pro rata yard rates and engineer and fireman first out on extra list, protecting such work, will also be paid not less than a minimum yard day.

(d) This agreement does not contemplate dual compensation under the provisions hereof and terminal switching and terminal delay rules.

NOTE: See Appendix, Pages 103, 104, 105.

Article III

(a) Road crews of one seniority district will not be required to perform switching in the yard of another seniority district except the making up of their own trains before departure and setting of rush cars from their trains upon arrival.

(b) The provisions of this agreement are only applicable at points where General Switching Limits were established for enginemen by agreement dated March 24, 1925. The switching limits set forth in agreement dated March 24, 1925 for the following yards are hereby abolished and the provisions of this agreement are, therefore, not applicable at these yards: pg. 97

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*Bushnell Superior
Metropolis Holdrege
Litchfield Oxford
Ashland Brush
Grand Island LaFayette
Nebraska City Scottsbluff*

(c) All of the rules and provisions of schedule agreements with the Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Locomotive Engineers shall remain in full force and effect except where the provisions thereof are contrary to and thereby superseded by the provisions of this agreement. Road enginemen paid under this agreement will not be paid for the same service under Rules 4 and 9 of the current schedules.

(d) Road engine crews will not be required to perform switching with yard groundmen except when performing service provided for in Article 2 (b) and/or Article 1, Paragraph (k), Section (5), emergency service described in Article 1 (a), or when yard groundmen are used to assist road train crew.

This agreement shall become effective as of January 10, 1941, and shall remain in effect until changed in accordance with the provisions of Section 6 of the Railway Labor Act, as amended, at the request of any one of the three parties signatory here to.

For the Organizations:

/s/ C. H. ATKINS

General Chairman, B. L. E.

/s/ H. A. HUSTEN

General Chairman, B. L. F. & E.

For the Management:

/s/ H. J. HOGLUND

Asst. to Exec. Vice President

/s/ A. E. DAVIS

Staff Officer, Exec. V. Pres.

Dated at Chicago, Illinois, this 13th day of March, 1941.

APPENDIX A

The method of computing time under the provisions of this agreement is illustrated by the following examples:

FREIGHT SERVICE

Example 1

Initial terminal switching, yard crew not on duty at initial terminal.

Report A 6:30 A. M.

Crew reports as unit 7:00 A. M.

Switch until 7:25 A. M.

Arrive Z and released at 2:30 P.M.

Allowance minimum of 100 miles at pro rata rate, plus 1 hour at 3/16 daily road rate. pg. 98

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Example 2

Initial terminal switching, yard crew not on duty at initial terminal.

Report A 6:30 A.M.

Crew reports as unit 7:00 A.M.

Switch until 7:35 A. M.

Arrive Z and released at 4:30 P.M.

Distance A to Z 100 miles.

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

Example 3

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

Report A 7:00 A. M.

Crew reports as unit 7:30 A.M.

Switch until 8:15 A.M.

Arrive designated switch at final terminal Z 2:30 P.M.

Delayed until and released at 3:05 P.M.

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

Example 4

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

Report A 6:30 A.M.

Crew reports as unit 7:00 A.M.

Switch until 8:00 A.M.

Arrive designated switch at Z 2:00 P.M.

Delayed and released from duty at 2:30 P.M.

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

Example 5

Final terminal switching, yard engine crew not on duty at final terminal.

Report A 6:30 A. M.

Crew reports as unit and departs 7:00 A.M.

Arrive designated switch at Z 1:30 P.M.

Switch until and released at 2:30 P.M.

Allowance minimum of 100 miles at pro rata rate, plus one hour at 3/16 daily road rate. pg. 99

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Example 6

Final terminal switching -- final terminal delay -- yard crew not on duty.

Report A 6:30 A.M.

Crew reports as unit and departs 7:00 A. M.

Arrive designated switch at Z 12:00 Noon.

Switch until 12:35 P.M.

Delayed until and released at 1:35 P.M.

Allowance minimum of 100 miles at pro rata rate, plus 1 hour 35 minutes switching at 3/16 daily road rate (12:00 Noon to 1:35 P.M.)

Example 7

Initial terminal switching -- final terminal switching -- yard crew not on duty at either initial or final terminal.

Report A 6:30 A.M.

Crew reports as unit 7:00 A.M.

Switch until 8:00 A.M.

Arrive designated switch at Z 2:00 P.M.

Switch until and released at 2:30 P.M.

Allowance minimum of 100 miles at pro rata road rate, plus 2 hours at 3/16 daily road rate.

Example 8

Setting out and picking up in intermediate yard when yard crew is or is not on duty.

Report A 6:30 A.M.

Crew reports as unit 7:00 A.M.

Arrive B, point enroute, 9:00 A.M.

Set out cars on one track and pick up cars from one track until 9:15 A.M.

Depart 10:20 A.M.
Arrive at Z and released 2:30 P.M.
Allowance minimum of 100 miles at pro rata rate.

Example 9

Switching at point enroute where yard crew is not on duty.
Report A 6:30 A.M.
Crew reports as unit 7:00 A.M.
Arrive B, point enroute, 9:00 A.M.
Set out cars on one track and pick up cars from one track until 9:15 A.M.
9:15 A.M. to 10:05 A.M., placing perishable freight, merchandise and live stock.
Depart 10:20 A.M.
Arrive at Z and released at 2:00 P.M.
Allowance minimum of 100 miles at pro rata rate, plus 1 hour at pro rata road rate (switching 9:15 A.M. to 10:05 A.M. at B).

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Example 10

Switching at point enroute where yard crew is not on duty.
Report A 6:30 A.M.
Crew reports as unit 7:00 A.M.
Arrive B, point enroute, 9:00 A.M.
9:15 A.M. to 10:05 A.M., station switching.
Allowance 100 miles at pro rata way freight rates, 1 hour at 3/16 of daily way freight rate.

PASSENGER SERVICE

Example 11

Picking up initial terminal -- setting out final terminal -- final terminal delay -- yard crew on or off duty.
Report A 6:30 A.M.
Crew reports as unit 7:00 A.M.
20 minutes picking up cars first out.
Depart from A 7:30 A.M.
Arrive Z passenger station 10:15 A.M.
Setting out cars until 11:00 A.M.
Delayed and released from duty at 11:50 A.M.
Distance A to Z 100 miles.
Allowance 100 miles passenger classification rate. 30 minutes at passenger overtime rate 7:00 A.M. to 7:20 A.M. 1 hour 35 minutes final terminal delay 10:15 A.M. to 11:50 A.M. In this

example, payment of 1 hour 35 minutes final terminal delay exceeds allowance for setting out cars at final terminal.

Example 12

Switching consist of train at initial terminal yard -- yard crew not on duty.
Report A 6:30 A.M.
Crew reports as unit 7:00 A.M.
Switching consist of train until 7:40 A.M.
Arrive Z 10:15 A.M.
Released from duty 10:30 A.M.
Allowance 100 miles pro rata road rate, 1 hour at 3/16 daily road rate.

Example 13

Switching consist of train at final terminal -- yard crew not on duty.
Report for duty at A 6:30 A.M.
Crew reports for duty as unit 7:00 A.M.
Depart A 7:00 A.M.
Arrive Z 11:30 A.M.
Switching consist of train until 12:35 P.M.
Allowance 100 miles at pro rata road rate, 1 hour 5 minutes at 3/16 daily road rate.

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Example 14

Picking up and/or setting out cars at intermediate yard, yard crew on or off duty.
Report A 6:30 A.M.
Crew reports as unit 7:00 A.M.
Arrive B, point enroute 9:05 A.M.
Set out cars from train 9:00 A.M. to 9:20 A.M.
Depart B 9:25 A.M.
Arrive Z 10:00 A.M.
Released from duty at 10:20 A.M.
Allowance 100 miles pro rata rate, 30 minutes passenger overtime rate.

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July 23, 1946

*Mr. J. E. Wolfe, Staff Officer
Operating Vice President
C. B. & Q. R. R. Co.
Chicago, Illinois File E-491-43*

Dear Sir:

Please refer to the claim of Engineer W. C. Rogers of the Aurora Division, for a minimum day at yard rates account of switching performed on train N. 39 at Union Depot, Chicago, February 9, 1943, also claim for a minimum day at yard rates for Engineer first out on the Chicago Division Engineers extra list; our conference in your office June 17.

My notes in connection with this claim indicate that you were agreeable to the payment of 30 minutes in an effort to dispose of this claim, with the further understanding that in the future when passenger crews are required to make more than one pick-up that will be regarded as performing switching and payment will be made under the provisions of Article 2 (c) instead of Article 2 paragraph (2). If this understanding is correct, we are agreeable to disposing of this claim on that basis.

Very truly yours,
/s/ C. H. ATKINS
General Chairman, BLE

July 29, 1946

*Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois E-491-43*

Dear Sir:

Referring to correspondence ending with your letter of July 23 concerning claim of Engineer W. C. Rogers of the Aurora Division, for a minimum day at yard rates for performing service in connection with making up train No. 39 at the Chicago Union Depot, February 9, 1943; also claim for a minimum day at yard rates in behalf of the engineer first out on the engineers extra list.

The statements contained in the second paragraph of your letter of July 23 are in conformity with what I said to you at the conference on June 17. We are, therefore, arranging to allow Engineer Rogers payment of 30 minutes at appropriate rate and issuing instructions relative to future service of this character.

We are closing our file.

Yours truly
/s/ J. E. WOLFE

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Chicago, Illinois

February 17, 1953

Mr. R. E. Davidson E-2645-52
Asst. Grand Chief Engineer, BLE
Chicago, Illinois

Dear Sir:

Please refer to Case 88-B on the docket of disputes which accompanied your letter of November 28, 1952, which covers claim in behalf of Engineer A. L. Almquist of the Omaha Division in the amount of a minimum day at yard rates, in addition to his trip miles, December 13, 15, 17, 23, 1951 and January 24, 1952; same claim in behalf of Engineer K. E. Carlson, December 12 and 14, 1951; and same claim in behalf of the following Omaha Division Firemen: T. E. Kriskey, December 12; H. W. Green, December 13; H. L. Morton, December 14; A. A. Coulter, December 15; M. White, December 23, 1951; H. L. Shepard, January 24, 1952.

During our discussion of the and other similar cases at conference on February 17, 1953, we agreed that whenever an engine crew in passenger service is required to pick up or set out one or more units of a Diesel locomotive at either initial or final terminal or intermediate point where the provisions of the Road-Yard Switching Agreement dated March 13, 1941 have application, such service shall be considered a pick-up or set-out, as the case may be, within the meaning of Article II, paragraph (b) (2) of the said Road-Yard Switching Agreement, and payment of thirty (30) minutes at passenger overtime rate will be allowed thereunder.

Insofar as details of service are concerned, the foregoing has reference to cases such as those illustrated herein:

1. An engine crew in road passenger service operates into an intermediate yard where one unit of a three-unit Diesel locomotive is set out and the train continues to its objective terminal propelled by the remaining two units. This would be considered as setting out a car within the meaning of Article II, paragraph (b) (2) of the Road-Yard Switching Agreement dated March 13, 1941.

2. An engine crew in road passenger service arrives at the objective terminal (a yard for purposes of the Road-Yard Switching Agreement dated March 13, 1941) and after arrival at the passenger station their three-unit locomotive is moved from the receiving track to another track

where one unit is left and the remaining two units are placed on another track or re-attached to the train. This would be considered as a set-out within the meaning of Article II, paragraph (b) (2) of the Road-Yard Switching Agreement dated March 13, 1941.

3. An engine crew in road passenger service upon arriving at an intermediate point with a two-unit Diesel locomotive, and a third unit is picked up off another track by the engine crew in road passenger service and the three-unit locomotive is re-attached to the train. This will be considered a pick-up of a car within the meaning of Article II, paragraph (b) (2) of the Road-Yard Switching Agreement dated March 13, 1941.

4. An engine crew in road passenger service upon reporting for duty is required to move a two-unit Diesel locomotive to a point where a third unit is located -- the third unit is picked up and the three-unit locomotive is then attached to the outgoing passenger train. This will be considered as a pick-up of a car within the meaning of Article II, paragraph (b) (2) of the Road-Yard Switching Agreement dated March 13, 1941.

Reduced to its simplest terms, this understanding contemplates that picking up or setting out a Diesel unit by locomotive engineers in road service is to be considered exactly the same as picking up or setting out a car, and it is on this premise that we are applying the compensatory provisions of Article II, paragraph (b) (2) of the Road-Yard Switching Agreement dated March 13, 1941 to the several claims here under discussion, all of which involves service that was required and performed at points that are classified as yards under the provisions of the aforesaid Road-Yard Switching Agreement.

In the light of the foregoing understanding it was agreed that the above claim would be disposed of by allowing the claimants named herein thirty minutes at passenger overtime rate under Article II, paragraph (b) (2) of the Road-Yard Switching Agreement on the dates referred to in the claim.

If the foregoing coincides with your understanding of what we agreed to at conference on February 17, will you please indicate your acceptance in the space provided at the lower left-hand corner of this letter.

Yours truly,
/s/ J. E. WOLFE

ACCEPTED:

/s/ R. E. DAVIDSON
Asst. Grand Chief Engineer, BLE

cc: Mr. C. H. Atkins

General Chairman, BLE
Aurora, Illinois

pg 106

Chicago, Illinois
October 30, 1953

E-1543-49

Mr. A. F. Kummer
Asst. Grand Chief Engineer, BLE
Chicago, Illinois

Dear Sir:

Referring to Case 59-B of the docket of disputes which you are currently handling, covering claim of Engineer W. E. Sears and Fireman C. W. Hansen of the Wymore Division for a minimum day in yard service, May 30, 1949 and in addition thereto, claim is filed for a minimum day in yard service for the engineer first out on the extra list at St. Joseph, account of doubling over in St. Joseph Yard. Claim is supported by Article 1, paragraphs (c) and (f), Road-Yard Switching Agreement.

This case was discussed at conference on October 29, at which time it was agreed that the claim of Fireman Hansen is invalid and is therefore withdrawn in the light of correspondence ending with Mr. Hoglund's letter of May 5, 1937 to General Chairman Larson of the BLF&E. It was further agreed that the above claim would be disposed of in its entirety by allowing payment of a day at yard rate to Engineer Sears with the definite understanding that, in the future, if the receiving track will not hold the train and a doubleover is therefore necessary, the cut to double will be made behind the first group of cars that will afford proper clearance. Cars in the same grouping will not be split in order to cut only to clear.

Will you please acknowledge receipt by affixing your signature in the space provided at the lower left-hand corner of this letter.

Yours truly,
/s/ J. E. WOLFE

ACCEPTED:

/s/ A. F. Kummer

Asst. Grand Chief Engineer, BLE

cc: Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

pg 107

PERTINENT UNDERSTANDING TAKEN FROM MEMORANDUM OF AGREEMENT BETWEEN MR. E. FLYNN, EXECUTIVE VICE PRESIDENT, CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, AND COMMITTEE OF GRAND LODGE OFFICERS

CASE 68 EF

Application of Memorandum of Agreement entered into January 23, 1941, in connection with men being relieved in the Chicago Terminal at one point and going to work at another.

1. Except as a result of an agreement between the local chairmen and local officers all engineers and firemen in passenger service will be relieved from and go on duty at the same point in all terminals.

2. In such instances as the local chairmen and the local officers may agree that engineers and firemen will be relieved at one point and resume duty at another in the same terminals, they will be paid for time consumed in moving from train arrival point to arrival at point from which they will begin their next service under the following provisions of the agreement:

except as otherwise provided in paragraph 2 of rule 4, an arbitrary allowance of twenty (20) minutes at the overtime rate will be allowed in addition to all other trip allowances.

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MEMORANDUM OF AGREEMENT

Between the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN**

and the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

Except as hereinafter provided, engineers and firemen in passenger service shall have a designated point for going on and off duty at terminals of their runs.

The points for going on and off duty will be governed by local conditions as agreed to between the local officers and the local chairmen, and at terminals where engineers and firemen in passenger service are required to report for duty at the roundhouse after having been relieved from duty at the passenger station on the preceding trip, or vice versa, except as otherwise provided in paragraph 2 of Rule 4, an arbitrary allowance of 20 minutes at the overtime rate will be allowed in addition to all other trip allowances.

Nothing in this agreement shall be construed to permit the company to rearrange assignments to avoid payments as provided for herein, unless agreed to between the local officer and the local chairmen.

This agreement shall continue in effect subject to change on 30 days notice by either party to the other party.

For the Organizations:

C. H. ATKINS
General Chairman, BLE

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

For the Railroad Company:

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

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

Approved:
J. P. SHIELDS
Temporary Asst. Gd. Ch.

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

Dated at Chicago, Illinois, January 23, 1941.

NOTE: See Appendix, Page 107.

pg 115

CASE 105 E

Protest with respect to engineers being required to explain their failure to report certain defects on locomotives which are later detected and reported by Federal Inspectors, and claim that under the requirements of the company, engineers are entitled to pay under existing rules.

It is agreed that this case will be disposed of on the following basis:

Engineers in making out trip reports will show on the report the time the engine was put on the engine track and in addition the time required to inspect the engine, make out work report, trip report (including train accident and personal injury reports when necessary) and registering. They will not show being relieved until they have completed all of the duties required of them by the company. This applies to all classes of service, including yard.

When engineers are on overtime compute the time until they are actually relieved from duty. Where engineers are not on overtime, but by adding time consumed in inspecting engine, making out reports, etc., final terminal delay will accrue under Rule 8 until all such duties have been completed.

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MEMORANDUM OF UNDERSTANDING

Between the

CHICAGO, BURLINGTON & QUINCY RAILROAD

and the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN**

When an engine crew (extra or pool) or an engineer is called for temporary work train service or work train service during the life of a bulletin which it later develops will operate more than seven days, such work trains will be advertised as per Rule 55 and assigned to the senior bidders.

When a pool engine crew in temporary work train service or work train service during the life of a bulletin is tied up at an away from home terminal, such crew will rotate with other crews in the same pool in the performance of subsequent service.

Pool engine crews in temporary work train service or work train service during the life of a bulletin tied up at point between terminals (including specified tie-up points) will continue in work train service until displaced by successful bidders or until arrival at terminal where pool crews rotate.

Extra engineers and extra firemen who are filling vacancies in work train service during the life of a bulletin shall rotate with other extra men at points where extra lists are maintained.

Signed at Chicago, Illinois, this 23rd day of July, 1946.

For the Organizations:

/s/ C. H. ATKINS

General Chairman, B.L.E.

/s/ H. A. HUSTED

General Chairman, B.L.F. & E.

For the Chicago, Burlington & Quincy Railroad Co.:

/s/ H. J. HOGLUND

Asst. to Optg. Vice President

/s/ J. E. WOLFE

Staff Officer, Optg. V. Pres.

pg. 117 Chicago, October 27, 1949

T-2-M

Mr. P. C. Southworth Mr. F. L. Smith

Asst. Gr. Ch. Eng., BLE Actine Vice Pres., ORC
Chicago, Illinois Chicago, Illinois

Mr. J. L. Witherspoon Mr. W. M. Dolan
Vice President, BLF & E` Vice President, BRT
Chicago, Illinois Chicago, Illinois

Gentlemen:

Referring to discussion in regard to applying the provisions of the April 13, 1949 agreement which pertains to lapbacks, doubling hills, performing work, wreck and construction train service enroute, etc., with particular reference to proper method of compensating employees who are not in exclusive work train service where work, wreck or construction train service is performed at more than one location on a trip or tour of duty.

It is my understanding that you interpret the pertinent provision of this agreement to mean that where work, wreck or construction service is performed at more than one point on a trip or tour of duty, the management may elect to apply the minimum allowance for service performed at each point, or continuous time may be paid from the time the work started at the first location until it is completed at the last location.

We accept this interpretation and will issue instructions accordingly.

If you will affix your signature in the space provided therefor at the lower left hand corner of this communication, it will be considered as your acknowledgment and acceptance of the foregoing.

Yours truly,

/s/ J. E. WOLFE

ACCEPTED:

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

/s/ J. L. WITHERSPOON
Vice President, BLF&E

/s/ F. L. SMITH

Acting Vice President, ORC

/s/ W. M. DOLAN
Vice President, BRT

pg. 118

Chicago, October 27, 1949
T-2-M

Mr. P. C. Southworth Mr. F. L. Smith
Asst. Gr. Ch. Eng., BLE Acting Vice Pres., ORC
Chicago, Illinois Chicago, Illinois

Mr. J. L. Witherspoon Mr. W. M. Dolan
Vice President, BLF&E Vice President, BRT
Chicago, Illinois Chicago, Illinois

Gentlemen:

Referring to discussion at conference on October 25 in regard to application of certain provisions of the agreement dated April 13, 1949, which pertains to lapbacks, doubling hills, work, wreck and construction service performed enroute, etc.

At the conference hereinabove referred to, it was agreed that the provisions of said agreement applying to lapbacks, doubling hills, helping other trains and running for fuel or water does not apply to hourly paid runs or to yard service.

It was further agreed that the provisions of the aforesaid agreement applying to work, wreck and construction train service will be applied when crews on hourly paid runs are used to perform work, wreck and construction train service within the territorial limits of the assignment and without said territorial limits. In instances where work, wreck or construction train service is performed outside of the territorial limits of the tabulated or hourly paid assignment, payments under the pertinent provision

s of the April 13, 1949 agreement, independent of other trip allowances will constitute full compensation for the service performed and for going outside the assigned limits even though on occasions a car or cars in revenue or other service may at the same time be handled outside of the territorial limits of the assignment.

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

Yours truly,

/s/ J. E. WOLFE

ACCEPTED:

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

/s/ J. L. WITHERSPOON
Vice President, BLF&E

/s/ F. L. SMITH
Acting Vice President, ORC

/s/ W. M. DOLAN
Vice President, BRT

NOTE: The foregoing does not abrogate Ruling 2 of Rule 68.

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MEMORANDUM OF AGREEMENT

Between the

CHICAGO, BURLINGTON & QUINCY RAILROAD
COMPANY

and the

EXECUTIVE COMMITTEE OF THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1. Effective July 1, 1946, Locomotive Engineers in yard service at Chicago shall be compensated at through freight rates as set forth in tabulation of rates applicable to through freight service subject to pertinent rules of the schedule of rules agreement applicable to yard service.

2. The rate referred to in Section 1 hereof shall also be applied to assigned transfer service at Chicago.

3. In consideration of the understanding set forth in Sections 1 and 2 hereof, the following claims are withdrawn:

Claim of Engineer James Gee, et al., of the Chicago Division, for transfer rate of pay on the 7:55 A.M. engine known as assignment No. 5 in Chicago yard, August 5, 1939, and including subsequent dates that this crew is used regularly in transfer service to C. J. Yards, Chicago. Claim filed under Rules 7 and 23 of the Engineers Schedule. Award No. 10260. File E-10 E-11.

Claim of Engineer R. S. Welch, et al., of the Chicago Division, for a minimum of 100 miles at the transfer rate of pay, in addition to his day in yard service November 6, 1943, including subsequent dates. File E-652-44.

Claim of Engineer R. S. Welch, et al., of the Chicago Division, for a minimum of 100 miles at the passenger rate November 1, 1943, account of handling passenger trains Union Depot to

passenger yard at 14th Street, in addition to his regular assignment in yard service; also claim for a minimum passenger day for engineer first out on the Chicago extra list at the time the work was performed, including subsequent dates similar work was performed. File E-654-44.

Claim of Engineer George H. Beyer, et al., of the Chicago Division, for a minimum of 100 miles at passenger rate, in addition to his yard day August 20, 1943, upon which date he was used to pull the rear portion of No. 50, 12th Street to the Union Depot, Chicago; also claim for 100 miles at passenger rate for Chicago Division extra engineer first out at the time the work was performed, including subsequent dates similar work was performed. File E-655-44.

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Claim of Engineer G. R. Beyer, et al., of the Chicago Division, for a minimum of one day at the transfer rate of pay in addition to his regular assignment in yard service September 20, 22, 23, 24, 25, October 1, 2, 3, 4, 5, 6, and 23, 1943. Claim to include all subsequent dates when Chicago yard engineers are required to transfer cars to foreign railroads as indicated in the claim. File E-656-44.

Claim of Engineer H. H. Hirsch, et al., of the Chicago Division, for a minimum of eight hours at the transfer rate of pay in addition to his regular assignment in yard service September 23, 25, 27, October 1, 2, 4, 5 and 6, 1943, and subsequent dates on which he or others were required to deliver cars to foreign lines.
File E-734-45.

4. Effective July 1, 1946, Engineers in yard service at Chicago may be required to perform all service customarily required of engineers in yard and/or transfer service, and compensation therefor at through freight rates of pay (now paid yard rates under National Agreement), shall be considered as payment in full for all such service that may be rendered.

Signed at Chicago, Illinois, this 19th day of June, 1946.

For the Executive Committee of the Brotherhood of Locomotive Engineers:

/s/ C. H. ATKINS /s/ K. E. CARLSON
General Chairman Vice Chairman
/s/ A. J. SEELMAN /s/ W. A. STAUSS
Secretary - Treasurer Member
/s/ E. F. PRESBREY
Member

For the Chicago, Burlington & Quincy Railroad Co.:

/s/ H. J. HOGLUND /s/ J. E. WOLFE
Asst. to Vice President Staff Officer, Optg. V. Pres.

MEMORANDUM OF AGREEMENT

Memorandum of Agreement between the Brotherhood of Railroad Trainmen, Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, and the Chicago, Burlington & Quincy Railroad Company concerning starting time of extra engines in yard service:

A. The starting of extra engines in yard service will be governed by the following:

B. Where three shifts are worked in continuous service, the starting time of extra yard crews will be limited to the 90 minute periods of the shifts specified in Paragraph (b) of the Starting Time Rule.

C. Where two shifts are worked in continuous service, the starting time of extra yard crews will be limited to the 90-minute periods of the shifts specified in Paragraph (c) of the Starting Time Rule.

D. Where two shifts are worked not in continuous service, the starting time of extra crews will be limited to the periods of the shifts specified in Paragraph (d) of the Starting Time Rule.

E. Extra yard crews used exclusively in independent service will be started in accordance with Paragraph D.

F. At points where only one yard crew is regularly employed, extra yard crews can be started at any time.

NOTE: It is understood the foregoing does not apply in the event of accident or storm necessitating immediate use of an extra yard crew.

For the Organizations:

/s/ C. H. ATKINS

General Chairman, B.L. E.

/s/ M. LARSON

General Chairman, B.L.F.&E.

/s/ O. F. RASMUSSEN

General Chairman, B.R.T.

/s/ T. F. DEVINE

Secretary, B.R.T.

For the Railroad Company:

/s/ H. J. HOGLUND

Asst. to Exec. Vice President

/s/ A. E. DAVIS

Staff Officer, Exec. V. Pres.

Chicago, Illinois, January 26, 1938.

MEMORANDUM OF UNDERSTANDING

between

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In disposition of request of the Organization party hereto, that Section 9 of the August 11, 1948 National Agreement be adopted on the property of the Carrier party hereto, it is agreed that:

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

to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the prorata rate.

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

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

4. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis, nor at points where engineers vacancies are protected by senior demoted engineers account insufficient extra work to maintain an engineers extra list, such as Council Bluffs, and certain periods of time at East and North St. Louis.

The provision of this agreement become effective on December 1st, 1950, and shall continue in effect subject ot the serving of thirty (30) days notice by one party upon the other party, further handling to be in conformity with the procedural requirements of the amended Railway Labor Act.

Signed at Chicago, this first day of December, 1950.

For the Brotherhood of Locomotive Engineers:

/s/ C. H. ATKINS

General Chairman

For the Chicago, Burlington & Quincy Railroad Company:

/s/ J. E. WOLFE

Assistant to Vice President, Labor Relations December 1, 1950

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Chicago, March 13, 1941

Mr. C. H. Atkins

General Chairman, B. L. E.

Aurora, Illinois

Mr. H. A. Husted
General Chairman, B.L.F.&E.
Galesburg, Illinois

Gentlemen:

In conformity with understanding reached in conference on March 6th, I will instruct that way freight rates of pay on the hourly basis, based upon the class of engine used, will effective April 1st, 1941, be paid to engine crews in transfer service operating under and subject to the provisions of Rule 23 of current schedule agreement. Crews in mine run service shall be compensated on the same basis, effective on the same date.

In addition, effective April 1st, 1941, way freight rates on the hourly basis will be allowed on the following runs, which are now tabulated under Rule 27 as runs paying through freight rates:

Macomb-Colchester-Bushnell
Canton-St. David
Keokuk-Mooar

It is also agreed that in the event the South Omaha Ralston-LaPlatte-Bellevue, also serving Fort Crook run, which is no tabulated under Rule 27 as a run to be paid on the through freight hourly basis, is re-established, payment shall be made on the way freight hourly basis.

The foregoing applies only to rates of pay and in no way changes other conditions applying to these runs. Will you please acknowledge receipt and confirm mutual understanding reached in conference in regard to the matters herein referred to.

Yours truly,
/s/ H. J. HOGLUND
Acknowledged:
/s/ C. H. ATKINS
/s/ H. A. HUSTED

NOTE: The above runs now pay yard rate. See Appendix, Page 151.

pg. 126

Chciago, December 8, 1917.

Messrs.
J. A. Leverington
General Chairman, B.L.E.
Hannibal, Missouri
M. Larson

General Chairman, B.L.F.&E.
Galesburg, Illinois

Gentlemen:

Referring to your letter of December 7th in connection with rule in the new schedules for engineers and firemen to read:

Firemen or Engineers in yard service shall have a designated point for going on duty and a designated point for going off duty.

The Company recognized the principle that, where the stopping point is other than the starting point that engineers and firemen should be compensated for time required to get back to the starting point and it has been agreed that the General Committees of the Engineers and Firemen, that owing to the conditions in the various yards being dis-similar, that the Superintendent and Local Committees will agree on an amount of time allowed to the men in each case.

Yours truly,

/s/ L. B; ALLEN

General Manager, L.E.

/s/ W. F. THIEHOFF

General Manager, L.W.

MEMORANDUM OF AGREEMENT

between the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

and the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

It is understood when an extra yard engine has been on for three (3) consecutive days on the same shift it will be considered a regular engine and given a fixed starting time. Sundays and holidays excepted.

For the Brotherhood of Locomotive Engineers:

/s/ C. H. ATKINS

General Chairman

For the Chicago, Burlington & Quincy Railroad Co.:

/s/ H. J. HOGLUND

Asst. to Exec. Vice President

Chicago, Illinois, April 14, 1938.

**MEMORANDUM OF AGREEMENT
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The following provision, supplementing Rule 42 of the Engineers schedule Agreement will be effective as of May 1, 1938, and will supersede the Interpretation of Rule 42 agreed to July 9, 1931, viz.:

1. When Engineer is deadheaded to an outlying point for pilot service, computation of the first days pilot service will begin at time of arrival at the point to which deadheaded.
2. Engineers in pilot service may be called to make short pilot trips or turnarounds with the understanding that one or more pilot trips may be made and paid actual miles, with a minimum of 100 miles for a day; provided (a) that the mileage of all of the pilot trips does not exceed 100 miles, (b) that engineers shall not be required to begin piloting on a succeeding trip after having been on duty eight (8) consecutive hours, except as a new day, and (c) that engineers shall not be required to pilot trains into and out of , or through recognized terminals except as a new day.

For the Brotherhood of Locomotive Engineers:

/s/ C. H. ATKINS

General Chairman, B.L.E.

/s/ A. J. SEELMAN

General Secretary, B.L.E.

For the Chicago, Burlington & Quincy Railroad Co.:

/s/ H. J. HOGLUND

Asst. To Exec. Vice President

Chicago, Illinois, April 25, 1938.

pg. 129

August 2, 1946

E-9-G

Mr. C. H. Atkins

General Chairman, BLE

Aurora, Illinois

Dear Sir:

This will acknowledge receipt of your letter of July 27 in regard to proper application of the provisions of Rule 42 which pertains to the employment of locomotive engineers in pilot service.

It is not my understanding that the four trips referred to in Rule 42 was intended to be given the interpretation outlined in your letter of July 27. I think a reasonable interpretation of the rule would be that if an engineer had not operated over a Division or Sub-division within a period of at least one year, such engineer would not be considered qualified for service on that Division or Sub-division until four trips had been made.

If you concur in this interpretation and will so advise, I will see that the rule, when it is effective, is applied in that manner.

Yours truly,
/s/ J. E. WOLFE

NOTE: The above was concurred in under date of August 5, 1946.

pg. 130

MEMORANDUM OF AGREEMENT

Governing Outlying Extra Boards

When an outlying extra list, on which the earnings do not justify increase in the number of men employed, becomes exhausted and an additional engineer is needed temporarily, the engineer first out on the nearest headquarters extra list on the same seniority district will be sent and will take his turn on outlying extra list on his arrival. An engineer so sent from a headquarters extra list to an outlying extra list temporarily will take all the conditions applying to such outlying extra list, except that he will be guaranteed a start of a trip or days work for each calendar day while so held working on such extra list at the rate paid for last service performed. It is further agreed that where no outlying extra list is maintained that when temporary vacancies accrue they will be filled by engineer from the nearest extra list on the seniority district.

It is recognized there may be more than one headquarters extra list on the same seniority district on some division, such as Beardstown Division -- Beardstown and Centralia; McCook Division -- McCook and Denver; Sterling Division -- Sterling and Bridgeport; Casper Division -- Casper and Greybull; Omaha Division-- Lincoln and Omaha, and that outlying extra lists may be established when there is sufficient work that men assigned to such extra lists will be able to earn the minimum mileage as set out in Rule 5

7. This will be the understanding that such extra list will be maintained with reasonable regularity. This subject to thirty (30) days cancellation notice by either party.

/s/ C. H. ATKINS

General Chairman, B.L.E.

/s/ M. LARSON

General Chairman, B. L. F. &E.

/s/ L. O. MURDOCK

Asst. to Exec. Vice Pres., C.B.&Q.R.R.

Chicago, Illinois, August 2, 1935.

MEMORANDUM OF AGREEMENT

between the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS**

and the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

No employee represented by the organizations signatory hereto, who is in the service, shall have his rights to service restricted or be removed from the service because of his physical or mental condition without the approval of the General Manager. He may, however, where a question of safety is involved, be held out of service on recommendation of regularly appointed physician pending the General Managers decision.

In the event the employe feels that his physical condition does not justify removal from the service or restriction of rights to service, he may within 15 days following notice of disqualification, when requested in writing by himself or his representative, be examined by a panel of physicians and the following rules of procedure will govern:

(a) The employes physician and the railroads physician, who shall both be graduates of a Class (A) medical school of regular medicine, will select a third physician who shall be a practitioner of recognized standing in the medical profession and where any special type of case is involved must be recognized specialist in the disease of impairment which resulted in the employe being disqualified. The panel of physicians thus selected will examine the employe and render a report of their findings within a reasonable time not exceeding 15 days after selection, setting forth his physical condition and their conclusions as to his fitness for service, which shall be accepted as final. Copy of this report will be furnished to the employe or his representative. If the conclusions reached are adverse to the employe and it later develops that his physical condition has improved, a re-examination will be arranged after a reasonable interval if requested by the employe.

(B) The railroad company and the employe involved will each defray the expense of their respective physician. The fee of the third member of the panel, not exceeding \$50, will be borne equally by the employe involved and the railroad company. Other examination expenses, such as X-ray, electrocardiographs, etc., not exceeding \$25, will be borne equally by the employe involved and the railroad company.

(c) If the decision of this panel of examining physicians does not confirm the necessity for the previous disqualification or restriction, the employe will be permitted to return to the service from which removed, and compensated for loss of earnings, if any, as a result of the disqualification or restrictions.

(d) Employees who are required to submit to periodical re-examinations will be examined at the nearest point where regularly appointed physicians are available and this without the loss of time.

This agreement shall continue in effect subject to change on thirty (30) days notice by either party to the other.

For the Organizations:

/s/ C. H. ATKINS
General Chairman, B.L.E.
/s/ H. A. HUSTED
General Chairman, B.L.F.&E.

For the Railroad Company:

/s/ H. J. HOGLUND
Asst. to Exec. Vice President
/s/ A. E. DAVIS
Staff Officer, Exec. V. Pres.

Approved:

/s/ J. P. SHIELDS
Temp. A.G.C.E., B.L.E.
/s/ C. F. THOMAS
Vice President, B.L.F. &E.

Signed at Chicago, Illinois this 23rd day of January, 1941.

pg. 136

Chicago, January 12, 1937.

All Superintendents:

All Master Mechanics:

This following interpretation of Engineers Schedule Rules 40 and 55 is to be made effective at once, viz.:

When an engineer is displaced, he may take an assignment that is under bulletin, providing he signs for it, with the understanding that this applies to the first vacancy only.

It is understood this will permit a displaced engineer to exercise his seniority on only one assignment during life of bulletin in any sequence of vacancies. It will not, however permit a displaced engineer to place himself on an advertised job and, if not winning it on bid, to again take the vacancy created by the successful bidder for the first vacancy, as this would constitute exercise of seniority on more than one assignment during life of bulletin in sequence or cycle of vacancies.

Please have this understood by all concerned.

/s/ H. J. HOGLUND

cc: Messrs.

J. H. AYDELOTT
F. R. MULLEN
O. E. WARD
C. E. MELKER
G. L. GRIGGS
J. C. GRISINGER
S. L. FEE

C. H. ATKINS
M. LARSON

pg. 137

Chciago, September 2, 1948
E-1224-48

Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

Dear Sir:

Referring to correspondence originating with your letter of May 25 and terminating with my response thereto dated May 26, in regard to your desire to supplement the provisions of letter of understanding dated January 12, 1937, which appears at page 108* in the Appendix to the currently effective collective agreement.

It was understood at the conference today that the quoted paragraph which appears in the letter of January 12, 1937, will be revised so as to read:

When an engineer is displaced he may take an assignment that is under bulletin, provided he signs for it and provided further that the vacancy which is under bulletin is not being filled by a senior locomotive engineer, this understanding to apply to the first vacancy only.

Other than the foregoing, the letter of January 12, 1937, shall remain unchanged.

Will you please indicate your acceptance of this understanding by affixing your signature in the place provided therefor at the lower left-hand corner of this communication. We will then have a sticker printed to be placed in the schedule agreement at page 108* in the Appendix thereto, thus superseding the original letter of understanding dated January 12, 1937.

Yours truly,
/s/ J. E. WOLFE

ACCEPTED
/s/ C. H. ATKINS
General Chairman, BLE

*Now shown on page 136.

pg 138

October 24, 1950
E-8-C-19
Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

Dear Sir:

Referring to correspondence ending with my letter of September 12 and to discussion at conference on October 23, in regard to your desire to reach an interpretative understanding of letter of agreement dated September 2, 1948, which was reproduced in sticker form and now appears at page 108* of the currently effective schedule agreement so as to clarify: (1) the rights of an engineer who stands to be demoted in connection with placing himself on a bulletined vacancy, and (2) the rights of a demoted engineer who is temporarily working as an engineer in reference to placing himself on a bulletined vacancy under the terms of the understanding of September 2, 1948.

I believe it was agreed at the conference on October 23, that the answer would be no to both questions.

If you will please confirm the foregoing, appropriate instruction will be promptly issued.

Yours truly,
/s/ J. E. WOLFE

pg. 138

October 26, 1950

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

Dear Sir:

Please refer to your letter of October 24, file, file E-I-C-19, concerning the Memorandum of Understanding on page 108*, current Engineers schedule.

This is to advise that your letter of October 24 is satisfactory.

Yours very truly,
/s/ C. H. ATKINS
General Chairman, BLE

*Now shown on page 137.

pg 139

Chicago, Illinois
February 14, 1950

E-8-C-16

Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

Dear Sir:

Referring to correspondence ending with your letter of October 25, 1948, and to discussion at conference yesterday, in regard to understanding which was confirmed in letter of January 2, 1947, signed jointly by you and former General Chairman H. A. Husted of the Bof LF &E, which constitutes an interpretation of the provisions of Rule 40.

Insofar as locomotive engineers are concerned, it was understood at the conference yesterday, that an engineer who is displaced will be marked up on the extra board at the time he notifies proper officer that he is placing himself on said extra board, with the further understanding that this cannot be done until the displaced employe has actually been relieved from last service performed before displacement. This appears to be necessary because, at least on one occasion, an engineer who had received advance information that he was going to be idsplaced, notified the roundhouse office that he wanted to be marked up on the extra board while he was under pay working on the job from which he was being displaced.

If you will confirm the foregoing, necessary instructions will be promptly issued.

Yours truly,
/s/ J. E. WOLFE

G
cc- Mr. V. E. Secrest

NOTE: This was accepted September 21, 1950.

pg. 140

MEMORANDUM OF UNDERSTANDING
Between the
CHICAGO, BURLINGTON & QUINCY RAILROAD
and the
GENERAL COMMITTEE OF ADJUSTMENT
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

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

Signed at Chicago, Illinois, this 24th day of July, 1946

For the Chicago, Burlington & Quincy Railroad Co.:
/s/ J. E. WOLFE
Staff Officer, Optg. V. Pres.

For General Comittee of Adjustment, Brotherhood of Locomotive Engineers:
/s/ C. H. ATKINS
General Chairman
/s/ K. E. Carlson
Vice Chairman
/s/ A. J. SEELMAN
Secretary-Treasurer
/s/ W. A. STAUSS
Committee Member
/s/ E. F. Presbrey
Committee Member

pg 141

Octoberr 10, 1949

Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

Mr. V. E. Secrest
General Chairman, BLF&E
Chicago, Illinois

Gentlemen:

Referring to discussion at conference on September 30, concerning Cases 416-E and S-143-E, which involved claims of engineers required to handle a snow plow to connection with their regular assignment.

These claims were allowed and it was mutually agreed that in the future, both engineers and firemen in assigned service who handle snow plows in conjunction with such assigned service, will be considered in snow plow service and will be compensated in accordance with the provisions of Rule 37.

I am enclosing herewith a draft of instructions I propose to issue in placing the foregoing understanding in effect. Will you please advise if the proposed instructions conform to your understanding of what was agreed to in conference at the time the claims referred to were disposed of.

Yours truly,
/s/ J. E. WOLFE

pg 142

Chciago, Illinois
March 12, 1954

Mr. A. F. Kummer E-1478-49
Asst. Grand Chief Engineer, BLE
Chicago, Illinois

Dear Sir:

Referring to Case 101-E of the docket of B of LE grievance cases listed on strike ballot dated December 1, 1953, concerning claim of Engineer L. L. Poole of Alliance Division, for a minimum of eight hours at time and one-half rate, plus 1 hour and 40 minutes at 3/16ths of the daily rate, for service performed January 4, 1949 on trip Ravenna to Seneca, instead of 7 hours and 55 minutes.

This case was discussed at conference on March 11, 1954, in the presence of Mediator James M. Holaren. It is agreed that we will construe Rule 37 to mean that engine crews in snow plow service to which Rule 37 is applicable will be paid at the time and one-half rate on the hourly basis, with a minimum of 8 hours at time and one-half rate, with the understanding that if this does not produce the equivalent of through freight rates for the mileage run, that allowance will be made. For illustration, if an engineer worked 6 hours in snow plow service, which would entitle him to the equivalent of 12 straight time hours, and actually runs 160 miles, he would be entitled to 160 miles at the appropriate straight time through freight rate because allowance on that basis would produce the equivalent of 10 more wage miles than would be the case if he were paid 8 hours at time and one-half. The claim in this case will therefore be disposed of by allowing Engineer Poole payment of 8 hours at time and one-half rate, less the payment currently allowed.

Will you please acknowledge receipt by affixing your signature in the space provided at the lower left-hand corner of this letter.

Yours truly,
/s/ J. E. WOLFE

C
ACCEPTED:
/s/ A. F. KUMMER
Asst. Grand Chief Engineer, BLE

cc: Mr. C. H. Atkins

pge 143

Chicago, Illinois
March 12, 1954

Mr. A. F. Kummer E-1591-50
Asst. Grand Chief Engineer, BLE

Chicago, Illinois

Dear Sir:

Referring to Case 103-E of the docket of BofLE grievance cases listed on strike ballot dated December 1, 1953, concerning claim of Engineer W. C. Brookley, Alliance Division, in the amount of a yard day for service performed at Ravenna, and 3 hours and 5 minutes for switching service performed at Seneca at 3/16ths the daily rate, in addition to trip in snow plow service Ravenna to Seneca, March 13, 1949.

This case was discussed at conference on March 11, 1954, in the presence of Mediator James M. Holaren. We will agree that in the future crews in snow plow service subject to the provisions of Rule 37 will not be required to perform service that is properly classified as switching in yards that are classified as such under the Road-Yard Switching Agreement of March 13, 1941, when yard crews are on duty and, similarly engine crews in snow plow service as above described will not be required as a part of their snow plow service day to perform switching at points where yard crews are not on duty except switching directly connected with their snow plow equipment and caboose that was used or is to be used in snow plow service.

In the instant case, we will allow Engineer Brookley payment of a minimum day at the appropriate yard rate for the switching performed at Seneca account handling other than his snow plow train, less the compensation that he was allowed on a continuous time basis for the time consumed in this switching service.

Will you please acknowledge receipt by affixing your signature in the space provided at the lower left-hand corner of this letter.

Yours truly,
/s/ J. E. WOLFE

ACCEPTED:
/s/ A. F. KUMMER
Asst. Grand Chief Engineer, BLE
cc: Mr. C. H. Atkins

pg 144

MEMORANDUM OF AGREEMENT

No Engineer, Fireman, Hostler, Hostler Helper, Conductor, Trainman, Yardman, or Switchtender will be dismissed or have his personal record assessed with debit entries or have his seniority restricted until after he has been given a fair and impartial investigation.

To provide for uniform handling of investigations, the following procedure will be observed.

A. All investigations will be held promptly, and if the presence of an employe is desired he will be notified in writing or by telegraph of the date, hour, place and purpose of the investigation and he will be given forty-eight (48) hours if necessary from receipt of notice in which to arrange for representation.

B. The investigation date will not be set later than ten (10) days from the date of an accident or alleged violation of operating rules except that personal cases will be subject to the ten (10) day limit from the date information is obtained.

C. At the investigation the employe may present witnesses in his behalf and may be assisted by his committeeman or an employe of his choice. Employes attending investigations may hear all testimony offered and they and their representatives will be afforded opportunity to question witnesses after the investigating officer has concluded his interrogation of the witness. All testimony will be entered verbatim into the record of the case and a copy of the record will be supplied Local or General Chairman upon request.

D. Decision shall be rendered within thirty (30) days following the investigation and written notice will be given each employe to who discipline is assessed and the employe will receipt for same. The right of any employe to appeal from the decision of the Company through regular channels, is conceded.

This Agreement to take effect February 1, 1947, superseding Agreement of May 1, 1943. It does not cancel nor modify rules in the existing schedules except to the extent covered herein and does not apply to yardmen at Chicago, Illinois.

FOR THE EMPLOYEES:

(sgd) C. H. ATKINS

General Chairman, B.L.E.

(sgd) H. A. HUSTED

General Chairman, B.L.F.&E.

(sgd) F. L. SMITH

General Chairman, O.R.C

(sgd) O. F. RASMUSSED

General Chairman, B.R.T.

FOR THE RAILROAD COMPANY:

(sgd) J. D. AYDELOTT

General Manager, Lines East

(sgd) F. R. MULLEN

General Manager, Lines West

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

pg. 146 At Chicago, March 10, 1921.

Messrs. E. Flynn F. R. Mullen F. Cone
A. G. Smart F. G. Gurley J. C. Grisinger
T. Roope M. F. MacLaren C. C. Holtorf
N. C. Allen G. L. Griggs

Gentlemen:

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

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

It was agreed that stock trains and time freight trains with reasonable schedules should not be delayed by train or enginemen eating. Where the schedule of a train required service of 10 or 12 hours as in case of No. 110 between Lincoln and St. Joseph the train and engine crews will expect to eat, but advance arrangements should be made, and the delay reduced to the minimum. We suggested to the General Chairmen and they agreed that the matter should be handled locally and that no specific rule could be adopted that could take care of all conditions or territories. I think it is now well understood that trains will not be unreasonably delayed by train or enginemen eating, and generally we are not having delays. I suggest that Superintendents discuss this matter with Master Mechanics, Trainmasters and Local Committeemen from time to time and handle individual cases promptly so there will be no need for considering in a general way these matters.

Yours truly,
/s/ W. F. THIEHOFF
Cy: A. T. WRIGHT General Manager
F. S. BARNES
J. A. LEVERINGTON
M. LARSON

MEMORANDUM OF AGREEMENT

between the

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

and the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

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

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

This agreement shall become effective as of the date signed, and shall be applicable to employees represented by the above named organizations who may now be engaged in military training or military service of the United States pursuant to provisions of Public Resolution No. 96 or the Selective Training and Service Act referred to in the first paragraph hereof, and except as provided in the preceding paragraph, this agreement shall remain in effect until revised or terminated in accordance with the terms of the Railway Labor Act, as amended.

For the Organizations:

/s/ C. H. Atkins,
General Chairman, B. L. E.

/s/ H. A. Husted,
General Chairman, B. L. F. & E.

/s/ H. L. Smith,
General Chairman, O. R. C.

/s/ O. F. Rasmussen,
General Chairman, B. of R. T.

Approved:
/s/ J. P. Shields,
Temp. A. G. C. E., B. L. E.

/s/ C. F. Thomas,
Vice President, B. L. F. & E.

/s/s R. O. Hughes,
Vice President, O. R. C.

/s/ F. W. Coyle,
Deputy President, B. of R. T.

For the Railroad Company:

/s/ H. J. Hoglund,
Asst. to Exec. Vice-Pres.

/s/ A. E. Davis,
Staff Officer, E. V. P.
Signed at Chicago, Illinois, this 20th day of January, 1941.

pg. 149

**PERTINENT UNDERSTANDINGS FROM
MEDIATION AGREEMENT A-4359**

The following sets forth the understandings reached by the parties, in addition to those understandings upon which letters or memoranda have heretofore been issued:

Category A cases: The following shall be the principle to be applied in the disposition of these cases:

A locomotive engineer will be used with self-propelling machines in each instance that conductors and/or trainmen or yardmen are assigned with such machines.

The claims in such category shall be settled on the basis of the above principle. The parties may, if they desire, meet and write a more formal rule fully expressing the above principle in a more formal manner.

Category P cases: In disposition of all of the controversies identified by the suffix P on the strike docket now under consideration, it is agreed that such minimum yard day, regardless of whether one or two days are claimed.

In the future, at the points involved, namely Ottawa, Rockford, Streator and Rock Falls, vacancies on yard assignments that are regularly scheduled to work less than 6 days a week, will not be assigned to locomotive engineers who do not desire them; instead, if no applications are received for such vacancies, extra engineers will be used to fill the vacancies, and such extra engineers will be deadheaded weekly and will be compensated under the rules of deadheading to and from the yard at which working.

This does not apply to Case 365-P, which involves an entirely different principle.

Category R cases: The parties have reached an understanding as follows:

Engineers in assigned road freight service will be guaranteed minimum earnings the equivalent of six (6) basic days at the rate of pay applicable to the class of service in which engaged according to the class of engine used each calendar week the assignment is in operation, against which earnings from assignment mileage, overtime payments, and permissive switching payments may be applied. The guarantee will be reduced to the equivalent of five days in weeks in which holidays occur (New Year, Fourth of July, Labor Day, Thanksgiving and Christmas) if the assignment is not scheduled to operate on such holidays and it may be likewise reduced correspondingly when assignments are annulled under the provisions of the agreement of October 4, 1949.

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

It is understood that assignments which call for the payment of less than five minimum days exclusive of the six day guarantee hereunder discussion, will not be established.

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

An assignment is bulletined to operate Monday to Friday, both days inclusive. The assignment is established on Thursday. The incumbents of such positions would be guaranteed 2/5ths of six (6) minimum days. This applies to either regularly assigned engineers or extra men.

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

The claims in this category shall be disposed of upon the basis of the above understanding.

Mediators Note: The settlement identified as Category R Cases applies to all road freight assignments which includes the assignments referred to in Rule 27 and such mine run jobs as are regularly assigned. It does not apply to mine run pools.

BURLINGTON LINES
547 West Jackson Blvd.
CHICAGO 6, ILLINOIS

September 23, 1952
Cir. 538
Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

Dear Sir:

Referring to previous correspondence and to discussion at conference today, concerning your request that consideration be given to paying yard rates to locomotive engineers in Mine Run service and in other classes of service where trainmen are paid the yard helpers rate, instead of continuing the past practice of paying road rates to the locomotive engineers hereinabove described.

I am enclosing herewith copy of the instructions I am issuing today, which reflect, in detailed form, the substance of the understanding that was reached in conference today.

In addition to the foregoing, it was also agreed that the territorial limits of the Superior assignment will be the former yard limits, as stipulated in the March 24, 1925 Agreement.

Will you please acknowledge receipt.

Yours truly,
/s/ J. E. WOLFE
G
Encl.

pg 155

Chicago, Illinois
March 4, 1953

Mr. R. Davidson E-2039-51
Asst. Grand Chief Engineer, BLE
Chicago, Illinois

Dear Sir:

Referring to Case 116-F on the docket of disputes which accompanied your letter of November 28, 1952, covering the claim of Engineer J. C. Meltebarger of the Alliance Division in the amount of 100 miles Alliance to Crawford, November 7, 1950, and deadhead payment under the provisions of Rule 41 Crawford to Alliance, November 8, 1950.

In our discussion of this case at conference on March 3, it was agreed that whenever a crew in helper service is used into a recognized freight terminal that is not a terminal for the helper service in which they are engaged, such helper crew will be relieved and will not be used for subsequent service out of the freight terminal except in case of emergency, when a pool or unassigned crew is not available, and then on the basis of a new day. The return movement of the helper locomotive to the helper terminal, if made, will be considered as unassigned service belonging to pool or unassigned crews. This restriction freight terminal other than the headquarters of their helper assignment is not to be applied to any other class of service and more particularly does not apply to crews that may be used in doubleheading service which is not properly classified as helper service.

Engineer Meltebarger was first out in the pool at Alliance at the time the helper crew returned from Alliance to Crawford with their light helper engine and, in the light of the foregoing understanding, it was agreed to allow the claim in this case.

If the foregoing is in conformity with your understanding, will you please indicate your acceptance in the space provided at the lower left-hand corner of this letter.

Accepted: Yours truly,
/s/ R. E. DAVIDSON
Asst. Grand Chief Engineer, BLE /s/ J. E. WOLFE
cc: Mr. C. H. Atkins
pg. 156 Chicago, November 16, 1949
E-10-E-24

Mr. P. C. Southworth Mr. F. L. Smith
Asst. Gr. Ch. Engr., BLE Acting Vice Pres., ORC
Chicago, Illinois Chicago, Illinois

Mr. J. L. Witherspoon Mr. W. M. Dolan
Vice President, BLF & E Vice President, BRT
Chicago, Illinois Chicago, Illinois

Gentlemen:

Referring to discussion in conference November 15, concerning Case 294-E claim of Engineer C. A. Sharp, Galesburg Division, for 8 hours at yard rates in addition to a day in transfer service June 17, 18, 19 and 20, 1947, and the same claim for Engineer H. L. Ward, Galesburg Division, for June 23, 24, 25, and 26, 1947, when required, after completing their trip from Barstow to Rock Island to transfer service, to perform 8 hours or less switching in Rock Island Yard.

This will confirm the understanding reached in conference to the effect that when an engine crew in regularly assigned transfer service at other than Chicago or Kansas City is required to perform general yard switching after completion of transfer service, if such assigned engine crew has been on duty more than 8 hours when the general switching begins, payment for such general yard switching service shall be on the basis of a new day.

In accordance with the foregoing, the managements decision that claim is not valid is accepted in instances where the regularly assigned transfer crew had not been on duty more than 8 hours when the general switching service was started, and in cases where such crews had been on duty more than 8 hours when inducted in general switching service, the claim for an additional day at yard rates will be allowed.

Yours truly,

ACCEPTED: /s/ J. E. Wolfe

s/s P. C. Southworth
Asst. Grand Chief Engineer, BLE

/s/ J. L. Witherspoon
Vice President, BLF & E

/s/ F. L. Smith
Acting Vice President, ORC

s/s W. M. Dolan
Vice President, BRT

pg. 157
October 14, 1942
E-240-39

Mr. R. O. Hughes Mr. M. G. Leach
Vice President, ORC A. G. C. E., Bof LE
Chicago, Illinois Chicago, Illinois

Mr. F. W. Coyle Mr. J. L. Witherspoon
Vice President, Bof RT Vice Pres., Bof LF&E

Chicago, Illinois Chicago, Illinois

Gentlemen:

Referring to exchange of correspondence ending with your letter of October 2, 1942, concerning Case No. 69, covering claim of Engineer K. E. Carlson, Moaha Division, for one hour and fifteen minutes which represents time he was held in Pacific Junction in excess of eight hours on September 21, 1939:

Your understanding that I assured you we would apply the principle established by the settlement of this Case No. 69 in all instances where the same principle is involved, is correct, and instructions to that effect are being circulated to interested district and division officers.

Yours truly,

/s/ H. J. HOGLUND

cc- Messrs. C. H. Atkins
H. A. Husted
H. L. Smith
O. F. Rasmussen

pg 158
Chicago, Illinois
October 2, 1942

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

Dear Sir:

Please refer to your letter of September 30, 1942 in connection with Case No. 69 covering the claim of Engineer K. E. Carlson, Omaha Division, for one hour and fifteen minutes which represents time he laid in Pacific Junction in excess of eight hours September 21, 1939, in which instance he handled a passenger train from Lincoln to Pacific Junction and returned in freight service.

While you confirm the assurance you gave us in conference that this claim would be allowed, you will recall that we asked that the same method of payment be applied in all instances of this character where unassigned crews handled passenger trains from a terminal to tie-up points and returned in freight service, or vice versa. It is our understanding that you agreed to this in conference, however, since you have failed to confirm it in your letter of September 30, 1942, will you kindly advise if our understanding is correct.

Yours truly,

/s/ R. O. HUGHES

Mr. R. O. Hughes, Vice President, Order of Railway Conductors, Chicago, Illinois

s/s F. W. COYLE

Mr. F. W. Coyle, Vice President, Brotherhood of Railroad Trainmen, Chicago, Illinois

/s/ M. G. LEACH

Mr. M. G. Leach, A. G. C. E., B. of L. E., Chicago, Illinois

/s/ J. L. WITHERSPOON

Mr. J. L. Witherspoon, Vice President, Bro. Locomotive Firemen and Enginemen, Chicago, Illinois

cc - Messrs. C. H. Atkins

H. A. Husted

H. L. Smith

O. F. Rasmussen

MEMORANDUM OF AGREEMENT

between

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

and

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

It is agreed:
STRAIGHT LAPBACKS

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

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

Example:

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

Allowance:

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

Example:

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

Allowance:

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

Example:

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

Allowance:

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

Example:

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

Allowance:

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

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

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

WORK, WRECK AND CONSTRUCTION TRAIN SERVICE

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

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

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

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

5. A crew in exclusive work, wreck or construction train service used during the course of their days work to perform other service, handle other than their own work equipment and / or other equipment used in construction service, including maintenance of way outfit cars, and later returned to their exclusive work, wreck or construction train service will be allowed pay for all time consumed at wayfreight (local) rates, with a minimum of 26 miles or 2 hours as an arbitrary, independent of time or mileage which may accrue under the rules for their programmed day or trip without deduction therefrom.

NOTE: Arbitration award of Dec. 3, 1952 superseded and nullified the application of Paragraphs 2 to 5 inclusive to engineers in road service effective Feb. 1, 1953.

DOUBLING HILLS ACCOUNT EXCESS TONNAGE

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

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

pg. 166

HELPING OTHER TRAINS

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

RUNNING FOR FUEL OR WATER: ENGINEERS AND FIREMEN

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

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

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

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

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

For the Chicago, Burlington
For the Organizations: & Quincy Railroad Company:
C. H. ATKINS J. E. WOLFE
General Chairman, BLE Assistant to Vice President

V. E. SECREST
General Chairman, BLF&E

F. L. SMITH
General Chairman, ORC

V. R. ROBERTS
General Chairman, BRT

pg 167
Chicago, May 6, 1949
T-2-M-110

Messrs: H. E. Hinshaw
W. R. Eble
W. P. Wilson
R. R. Gavin

Herewith agreement which was made in disposition of claims presented by or on behalf of crews in road train service, which crews were currently compensated for such service on the basis of miles or hours, whichever was greater; consequently, terms of the enclosed agreement apply to crews whose compensation is on that basis.

It is not applicable to crews in service which is paid for strictly on an hourly or daily basis, nor is it applicable to crews on tabulated runs or roustabout service paid on a mileage basis when they perform their usual or customary service.

The straight lapback provisions of the agreement do not apply to crews in exclusive work train service but, of course, the provisions captioned, Work, Wreck and Construction Train Service are applicable to such service. It was understood by the parties to the agreement that any payment accruing thereunder shall be made under the particular provision of the agreement which applies to the circumstances of service involved, and that duplicate payments will not accrue by reason of applying more than one provision to the same set of circumstances. A crew used in exclusive Work, Wreck and Construction Train Service is permitted to handle other equipment used in construction service, including maintenance of way outfit cars, without any penalty payment and this was understood by the parties to the agreement when the provisions of Section 3, 4 and 5 under Work, Wreck and Construction Train Service, were agreed upon. It is also understood, incidental to this agreement, that the loading or unloading of work equipment (non-revenue) by a crew other than a crew in exclusive work train service constitutes construction work enroute.

In connection with the provisions captioned Doubling Hills the matter of doubling beyond the first station was thoroughly discussed and the following understanding reached:

1. If there are two adjoining grades such as at Walnut and Ohio, it would be permissible to double from point beyond Walnut to -- but not beyond Ohio the next station, instead of doubling into Walnut, putting the train together then move a short distance and double into Ohio. This example will cover other similar conditions.

2. When a train is required to double a grade or two adjoining grades, it will not double beyond the first siding or track beyond such grade where cars in the first cut of the double may be left.

3. If the territory in which the double is required is double-tracked and there is no siding or track immediately beyond the grade or grades but there is a siding or track beyond a grade or grades on the opposite track where cars in the first cut of the double may be left and there is a crossover at such location, the double will not be made beyond such siding or track.

4. If, in double track territory, the first siding or track beyond the grade or grades does not have sufficient track room available to hold the first cut of the double and train movements will permit, the first cut of the double will be placed on the opposite main line at first crossover beyond grade or grades so that the double can be completed in such location.

Attention is directed to the provision that all pending claims as of the date of the agreement, April 13, 1949, shall be disposed of on the basis of provisions of the agreement. This will be your authority to apply agreement in accordance with these instructions effective as of April 12, 1949.

/s/ J. E. Wolfe

cc: Messrs: J. C. Grisinger
S. L. Fee
A. W. Lavidge
C. A. Bick

pg. 169

Chicago, October 24, 1949
396-E

Mr. P. C. Southworth Mr. F. L. Smith
Asst. Grand Chief Acting
Engineer, BLE Vice President, ORC
Chicago, Illinois Chicago, Illinois

Mr. J. L. Witherspoon Mr. W. M. Dolan
Vice President, BLF&E Vice President, BRT
Chicago, Illinois Chicago, Illinois

Gentlemen:

Referring to discussion at conference several days ago, concerning Case 396-E, claim of H. Wehrer, Locomotive Engineer, Omaha Division, for payment of a minimum day in yard service November 1, 2 and 6, 1945.

We will agree to apply that section of agreement dated April 13, 1949, which is captioned, Work, wreck and construction train service, when yard crews are required to perform such service provided it is definitely understood that:

The placing of a car or cars for loading or unloading and the removal of such cars when the crew (either yard or road) does not remain with the car or cars while the loading or unloading process is carried on, does not constitute work, wreck or construction service within the meaning of the agreement of April 13, 1949.

If you will affix your signatures in the space provided therefor at the lower part of this letter, it will indicate its acceptance for the four organizations parties to the agreement of April 13, 1949, and thereupon instructions will be issued to dispose of disputes in Case 396-E and other similar pending claims, if any, under the provisions of sub-section 2 of said agreement of April 13, 1949.

Yours truly,
/s/ J. E. Wolfe

ACCEPTED:
/s/ P. C. Southworth
Asst. Grand Chief Engineer, BLE

/s/ J. L. Witherspoon
VicePresident, BLF&E

/d/ F. L. Smith
Acting Vice President, ORC

/s/ W. M. Dolan
Vice President, BRT

NOTE: This also applies to engineers in transfer service at Chicago, Kansas City, Rock Island, and the Market Street assignment at Denver. See Appendix, Pages 120 and 122.

pg. 170

August 10, 1950
T-2-M-110

Messrs. C. H. Atkins, General Chairman, BLE, Aurors, Ill.
V. E. Secrest, General Chairman, BLF&E, Chicago, Illinois
F. L. Smith, General Chairman, ORC, St. Joseph, Mo.
V. R. Roberts, General Chairman, BRT, Creston, Iowa

Gentlemen:

Referring to discussion at conference today, in regard to pending claims involving the proper interpretation to be placed upon the provisions of Memorandum of Agreement dated April 13, 1949, as such agreement pertains to: (1) loading and / or unloading of Company supplies, and (2) the re-railing of cars or locomotives where certain incidental service is performed by other than the members of the train and engine crew filing such claims.

It is agreed that pending claims involving the loading and/or unloading of Company kerosene, Company gasoline and Company station coal, will be withdrawn on the premise that this work is not in the category of work train service within the meaning of the agreement of April 13, 1949. Claims involving the re-railing of derailed cars and/or locomotives when re-railers and/or blocking are placed by the other than the train or engine crew (including yard crews) will be allowed on the premise that such work is wrecking service within the meaning of Section 2 under the caption, Work, Wreck and Construction Train Service of the Agreement of April 13, 1949.

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

Yours truly,
/s/ J. E. Wolfe

ACCEPTED:

/s/ C. H. Atkins

General Chairman, BLE

/s/ V. E. Secrest
General Chairman, B. L. F. & E.

/s/ F. L. Smith
General Chairman, O. R. C.

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

pg. 174 Chicago, October 13, 1949
E-2-E-61

Mr. P. C. Southworth Mr. F. L. Smith
Asst. Grand Chief Acting Vice President,
Engineer, B. L. E. O. R. C.
Chicago, Illinois Chicago, Illinois

Mr. J. L. Witherspoon Mr. W. M. Dolan
Vice President, Vice President, B. R. T.
B. L. F. & E. Chicago, Illinois
Chicago, Illinois

Gentlemen:

Referring to discussion at conference today concerning Case SS-142-E, claim of Engineer L. D. Deacon, Creston Division, for local rate of pay instead of through freight rate October 13, 1948, based upon Section 15 of the National Agreement dated August 11, 1948.

We will accept the committees interpretation of Section 15 of the agreement of August 11, 1948 on the basis that one point as referred to in said section means one station or yard irrespective of the number of set-outs or pick-ups within the station or yard limits at such point; also, that in determining aggregate time when applying the one hour and thirty minutes provision of Paragraph (a) of Section 15, time consumed at each station will be computed from the time train is stopped until the entire train is coupled up and is ready to start.

In consideration of the foregoing, the instant claim will be allowed. Will you please confirm by affixing your signatures in the space provided therefor at the lower left-hand corner of the communication.

Yours truly,

/s/ J. E. Wolfe

ACCEPTED:

/s/ P. C. Southworth
Asst. Grand Chief Engineer, B. L. E.

/s/ J. L. Witherspoon
Vice - President, B. L. F. & E.

/s/ F. L. Smith
Acting Vice President, O. R. C.

/s/ W. M. Dolan
Vice President, B. R. T.
pg 182

MEMORANDUM OF UNDERSTANDING

between

CHICAGO, BURLINGTON & QUINCY RAILROAD

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In connection with the filling of temporary and permanent vacancies by engineers, the following is agreed upon:

1. Vacancies on assignments will, after thirty calendar days (not including period covered by Vacation Agreement), be considered to be permanent vacancies and will be bulletined as such. Considered in conjunction with Rule 56, this simply means that each vacancy subject to the provisions of Rule 56 will be considered a temporary vacancy thereunder after the expiration of fifteen days, and will be bulletined and filled as a permanent vacancy after the expiration of thirty days (exclusive of period covered by the Vacation Agreement).

NOTE: In computing the thirty day period referred to above it is understood that, even though the regular engineer reports for his assignment before the expiration of the thirty-day period, such action does not terminate the vacancy thereon unless he actually works the assignment the first tour of duty following the time he so reports.

2. Upon return to service of an engineer, after an absence of more than thirty days, who has lost his regular assignment under the provisions of Item 1 hereof, he will be permitted to exercise his seniority on any position held by a junior engineer for which he is qualified.

This agreement, which becomes effective May 1, 1963 supersedes and abrogates the agreement of February 3, 1955 and letter of understanding with the BLE Executive Committee of the same date, Carriers File E-8-B-140, and shall continue in effect subject to the serving of thirty days notice by one party upon the other, subsequent handling to be in conformity with the procedural requirements of Section 6 of the amended Railway Labor Act.

Signed at Chicago, Illinois,
this 17th day of April, 1963.

FOR THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ K. C. SALLEE /s/ H. R. TALBOTT
General Chairman Vice Chairman

/s/ C. E. SEITZ /s/ E. G. SHIRE
Sec.-Treasurer Committee Member

/s/ W. C. OPIE
Comittee Member

FOR THE
CHICAGO, BURLINGTON & QUINCY RAILROAD
COMPANY

/s/ A. E. EGBERS s/s C. J. HAHER
Asst. to Vice-Pres.-Operation Staff Officer
(Labor Relations)

pg. 186

CHICAGO, ILLINOIS

August 25, 1950

E-8-C-32

Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

Dear Sir:

Referring to correspondence ending with your letter of May 18, and to discussion at conference with your Executive Committee today, in regard to the procedure to be followed when filling bulletined vacancies at outlying points for which no bids were received.

It was understood, that when a vacancy for a locomotive engineer at an outside point is bulletined, and no applications for the vacancy are received, if under the provisions of the mileage regulation agreement, which became effective January 1, 1949, it would not be permissible to decrease the number of engineers assigned to the extra list, the senior demoted engineer (if no demoted engineer who has established seniority as such, by promoting the senior employe who has previously qualified to work as an eng

ineer) would be required to fill the bulletined vacancy. Thereafter, such engineer would be considered as assigned to the position he was required to take. In the event the engineers extra list is subsequently increased, or a vacancy thereon develops in some other manner, or there is a vacancy in some other class of service which the engineer who was required to fill the vacancy at the outlying point may desire, he would be permitted to exercise his seniority, and the vacancy thus created at the outlying point would be bulletined. It would be filled during the life of the bulletin by the engineer first out on the extra list.

If a check of the mileage discloses that the engineers extra list must be decreased under the provisions of the January 1, 1949 mileage regulation agreement, the engineer who stands to be taken off the extra list and be demoted will be required to fill the outlying vacancy. If the engineer who is removed from the extra list has sufficient seniority to place himself elsewhere as a locomotive engineer, he may, of course, exercise his seniority if he desires to do so, in which event, the junior engineer working as such, who stands to be demoted, will be required to fill the vacancy for an engineer at the outlying point for which no bids were received.

Will you please confirm your acceptance of the foregoing by affixing your signature and having your associates do likewise, in the space provided therefor at the lower left-hand corner of this communication.

Yours truly,
/s/ J. E. Wolfe
ACCEPTED:
/s/ C. H. Atkins
Chairman, BLE Executive Committee

/s/ K. E. Carlson
Vice-Chairman, BLE Executive Committee

/s/ G. R. Kraus
Secretary, BLE Executive Committee

/s/ R. B. Baker
Member, BLE Executive Committee

/s/ R. E. Harness
Member, BLE Executive Committee

pg. 188
Chicago, November 2, 1949
E-8-B-55

Mr. P. C. Southworth Mr. F. L. Smith
Asst. Gr. Ch. Engr., BLE Acting Vice Pres., ORC
Chicago, Illinois Chicago, Illinois

Mr. J. L. Witherspoon Mr. W. M. Dolan
Vice President, BLF&E Vice President, BRT
Chicago, Illinois Chicago, Illinois
Gentlemen:

Referring to discussion at conference today concerning Case 90-E, claim of extra engineer R. E. Dillinger, et al, Lincoln Division, for time lost when he stood first out on the Lincoln extra list, in the amount earned by Engineer L. J. Mathewson on trains 55, 49, 60, and 56, February 6, 1947 and subsequent dates.

At the conference today, it was agreed that:

1. Locomotive engineers will not be relieved for vacation purposes until an extra engineer is available to perform the relief work. Under these circumstances the vacation may be deferred until an extra engineer is available and the vacation period will be extended so as to cover time worked awaiting the availability of an extra engineer.

2. If an extra engineer is available for service which is headquartered at other than the point where the protecting extra list is maintained after an emergency man (demoted engineer) has filled a vacancy for engineer at an outlying point two calendar days, the emergency man will be relieved and the extra man will be required to fill the vacancy.

3. Instructions will be renewed in regard to not permitting engineers at outlying points to lay off when extra engineers are not available, except under emergency conditions.

Subject to the foregoing, the claim of Engineer Dillinger will be allowed.

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

Yours truly,

/s/ J. E. Wolfe

ACCEPTED:

/s/ F. C. Southworth

Asst. Grand Chief Engineer, BLE

/s/ J. L. Witherspoon

Vice President, BLF&E

/s/ F. L. Smith

Acting Vice President, ORC

/s/ W. M. Dolan

Vice President, BRT

pg. 189 October 12, 1943
T-2-B-35

Mr. C. H. Atkins Mr. H. A. Husted
General Chairman, B. L. E. General Chairman, B. L. F. & E.
Aurora, Illinois Chicago, Illinois

Gentlemen:

This will acknowledge receipt of your letter of October 6th, in reply to ours of June 21st, in regard to the application of Rule 13 of the Engineers and Firemens Agreements.

We would understand from your letter of October 6th that it is your desire pool engine crews be run first in-first out of terminals in the same manner pool conductors and trainmen are now operated under settlement reached by Mr. Flynn with Grand Lodge Officers in Cases 130-CT, 131-CT and 132-CT, and I am issuing instructions to all concerned accordingly. I am also issuing instructions to Division officers to allow any pending run around claims of record where pool engine crews were run around by another pool crew in the terminal.

Please acknowledge receipt.

Yours truly,

/s/ A. E. Davis

pg 190

Chicago, September 27, 1949
E-8-B-59

Mr. P. C. Southworth Mr. J. E. Magill
Asst. Grand Chief Vice President, O.R.C.
Engineer, B.L.E. Chicago, Illinois
Chicago, Illinois

Mr. J. L. Witherspoon Mr. W. M. Dolan
Vice President, B.L.F. &E. Vice President, B. R. T.
Chicago, Illinois Chicago, Illinois

Gentlemen:

Referring to discussion at conference today concerning Case 366-E, claim of Engineer J. J. Hays, Lincoln Division, for 100 miles at passenger rate, in addition to his trip Hastings to Lincoln in freight service January 8, 1946.

It was understood at the conference today, that when an engine crew in pool or unassigned freight service is required to change from one freight train to another freight train at the initial terminal of the run, in order that there be no violation of the provisions of Rule 39, and subsequent understanding which necessitates that pool and unassigned engine crews actually leave the initial terminal in first-in first-out order, they will not be entitled to any penalty payments whatever. This same understanding also has application if and when it is necessary, in order to preserve the first-in first-out principles, to change the engine crew from one extra passenger train to another extra passenger train. In the event a situation such as the one involved in the instant dispute arises in the future, the crew first-in will not be changed from one train to another, and payment of a runaround under Rule 13 will dispose of all issues that might otherwise arise.

Contingent upon your acceptance of the foregoing, the claim in Docket 366-E will be allowed without prejudice.

Yours truly,

/s/ J. E. WOLFE
ACCEPTED:

/s/ P. C. Southworth
Asst. Grand Chief Engineer, B.L.E.

/s/ J. L. Witherspoon
Vice President, B.L.F.&E.

/s/ F. L. Smith
Vice President, O.R.C.

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

MEMORANDUM OF AGREEMENT

between

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

It is mutually agreed that:

(a) When, due to track obstruction such as snow blockade, flood, wreck or washout, trains are detoured from one CB&Q seniority district to another CB&Q seniority district, operating partially or entirely on a foreign railroad, the detouring service will be allocated as nearly as practicable between crews of the CB&Q seniority districts over which the trains would normally operate, using normal mileage as the basis of dividing the mileage made on detouring trains.

NOTE: The foregoing to be applied in all cases when the track obstruction exists for a longer period than forty eight (48) hours.

(b) Crews that have made trips in detouring service into a terminal on another seniority district will stand ahead of other crews for service on detouring trains back to their home seniority district. Crews will not operate on other than their own seniority district after normal operation is restored.

(c) When engineers and firemen are tied up at terminals or specified tie-up points on the CB&Q Railroad not on their own seniority districts following a detouring movement, they will automatically go under pay at the rate per hour applicable to the last service performed after the expiration of 8 hours from the time relieved from previous service.

1. Payments at such rates shall continue for 8 hours unless sooner required to report for duty. If held longer than 24 hours, payment of 8 hours or fraction thereof will be made for the first 8 hours of each succeeding 24 -hour period.

2. Payments accruing under this provision shall be paid for separate and apart from payments for subsequent service or deadheading.

3. Should an engineer or a fireman be called for service or ordered to deadhead after pay begins, payments under subsection 1 of this section shall cease at the time pay begins for such service or, when deadheading at the time the train leaves the terminal.

(d) Engineers and firemen who are tied up on the CB&Q Railroad at other than terminals or specified tie-up points after operating a detoured train, shall be paid on the minute basis at the prorata hourly rate applicable to the last service performed from the time tied up until pay begins on subsequent trip or deadhead starts.

(e) It is understood that detouring crews on freight trains will not, when detouring on other than their home seniority districts, be required to perform service other than in connection with the transit movement on their own train.

(f) Engineers and firemen who are deadheaded to points on the CB&Q Railroad, other than terminals or specified tie-up points, and to points on other railroads to man detouring trains, shall automatically go on pay on arrival at such intermediate point. Payments under this provision shall be paid for separate and apart from pay for subsequent service or deadheading. Payments for subsequent service shall begin when the crew takes charge of the detouring train.

(g) Engineers and firemen on trains that are detouring over a foreign railroad, will be compensated on a continuous time basis until revealed from duty on the CB&Q Railroad, except when tied-up under the Hours of Service Law.

The provisions of this agreement become effective on the 3rd day of October, 1949, and shall remain in effect subject to the serving of thirty (30) days notice by one party upon the other party (for purposes of this provision, each organization shall be considered as a separate party to the agreement), further handling to be in conformity with the procedural provisions of the amended Railway Labor Act.

Signed at Chicago, Illinois, this 3rd day of October, 1949.

For the Brotherhood of Locomotive Engineers: For the Chicago, Burlington and Quincy
Railroad Company:

/s/ C.H. ATKINS /s/ J. E. WOLFE

General Chairman Asst. to Vice President Labor Relations

For the Brotherhood of Locomotive Firemen

& Enginemen:

/s/ V. E. SECREST
General Chairman

pg. 195

April 8, 1947

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

Dear Sir:

Please refer to your letter of March 28, file E-8-C, advising that a question has been referred to you involving the following understanding that now exists:

When an engineer (fireman) is displaced, he may take an assignment that is under bulletin, provided he signs for it with the understanding that this applies to the first vacancy only.

In order to clear up any misunderstanding under the above quoted rule, you have propounded the following hypothetical examples and ask that we give you an expression of our views with respect to them:

An engineer or fireman is bumped and places himself on a job which is under bulletin. Before making a trip, a senior engineer or fireman is displaced and bumps the first engineer or fireman off the bulletined job. Must the first man then place himself on a regular job or can be bump onto another bulletined job?

Under this same condition, if the first engineer or fireman had made one or more trips and was bumped before the expiration of the bulletin, could he place himself on another bulletined job or must he place himself on a permanent job?

Under the first example, because the engineer or fireman did not make a trip on the bulletined assignment, he would be permitted to place himself on another bulletined assignment.

Under the second example where the engineer and/or fireman had made one or more trips and was displaced before the expiration of the bulletin, the displaced engineer and/or fireman should not be permitted to bump on another advertised assignment, and under those circumstances he should place himself permanently.

Trusting this is the information you desire, we are

Yours very truly,

S/ V. E. SECREST S/ C. H. ATKINS
General Chairman, BLF&E General Chairman, BLE

pg 196 Chicago, September 2, 1948

E-9-F-147

Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

Dear Sir:

Please be referred to correspondence ending with my letter of September 3, 1947, having reference to question involving the marking up of extra locomotive engineers following a deadhead into the home terminal on agencies of transportation other than Burlington trains.

It was agreed at the conference in my office today that when extra locomotive engineers deadhead on other than Burlington trains under instructions, or for their own convenience, they shall be required to register at the home terminal on arrival, and the time of registering shall govern in marking up such engineers for future service.

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

Yours truly,

/s/ J. E. Wolfe

ACCEPTED:

/s/ C. H. Atkins
General Chairman, BLE

Chicago, Illinois
pg. 197
June 12, 1947

E-9-F

Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

Dear Sir:

Referring to correspondence ending with your letter of February 27, 1947, and discussion in conference May 27, concerning the question of reimbursement to engine service employes who are required to deadhead by bus, taxi, or other agency of transportation where a fare must be paid.

After due consideration, it has been decided that in the event deadheading by bus, taxi, or other agency of transportation where a fare must be paid is required, the employe concerned will be reimbursed in the amount expended.

I believe the foregoing will satisfactorily dispose of the question referred to in the opening paragraph of this letter.

Will you please acknowledge receipt.

Yours truly,

/s/ J. E. WOLFE

pg. 198

Chicago, Illinois

November 18, 1952
E-2717-52

Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

Dear Sir:

Please refer to correspondence ending with my letter of September 23, your file C-5283, concerning claim in behalf of Engineer E. A. Johnston, Alliance Division, for 75 miles deadhead Hill City to Edgemont via Custer and Hot Springs instead of 60 miles that was paid, May 2, 1952.

On the date of claim, Engineer Johnston deadheaded from Hill City to Edgemont via Company truck, the highway distance traversed being 75 miles. The payment for deadhead was made on the basis of the rail distance of 60 miles, in conformity with past practice, and the claim contemplates payment of the highway mileage instead of rail mileage.

As disclosed during discussion of this case at conference on November 7, there is no dispute between us that enginemen deadheading by means of highway vehicles have always claimed and been paid the rail mileage for such deadheading just the same as they would have been paid had they deadheaded by train. As disclosed by numerous examples mentioned during our discussion, the rail distance in most cases is greater than the highway mileage. The instant case happens to be one instance in which the reverse is true. However, in the light of the mutually recognized practice of using rail mileage in computing deadhead payments regardless of form of transportation used, the claim in this case is respectfully declined.

Yours truly,

/s/ C. J. MAHER
NOTE: Claim withdrawn on basis of above understanding.

pg 199 April 15, 1952

E-9-F-147
E-9-F-169

Messrs: C. H. Atkins
General Chairman, B. L. E.
Aurora, Illinois

V. E. Secrest
General Chairman, B. L. F. & E.
Chicago, Illinois

Gentlemen:

Please refer to correspondence ending with Mr. Atkins letter of April 4, with copy to Mr. Secrest, concerning understanding previously reached whereby extra locomotive engineers and firemen who deadhead into the home terminal on other than Burlington trains are required to register at the home terminal on arrival; such time of registering to govern the marking up of these employes for future service, with particular respect to my suggestion that this understanding be applied to pool engine crews as well as extra engineers and firemen.

Since you have both concurred in this suggestion, I have issued the necessary instructions to carrier officers to make this arrangement effective. Attached hereto is copy of letter of instructions that has been issued.

Yours truly,

(Signed) J. E. Wolfe

pg. 200 E-8-B-53

MEMORANDUM OF AGREEMENT

between the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

When an extra engineer is called to fill a vacancy on run headquartered at an outlying point, or to augment an outlying extra board, and such extra engineer lays off account sickness or for other reasons, such engineer will be required when he reports for service to fill the unexpired vacancy, provided he reports for duty within ten days and provided further that the assigned man has not reported for duty prior to the date the extra man is ready for service. Under these circumstances, the engineer who is used to fill the temporary vacancy will be compensated for deadheading in both directions, and the engineer who laid off on the call will deadhead in both directions on his own time. The same principle will be applied when an extra engineer misses a call to fill a vacancy on a run which is headquartered at an outlying point, or to augment an outlying extra list.

The provisions of this agreement shall become effective on October 1, 1948, and shall remain in effect subject to the serving of thirty (30) days notice by one party upon the other party, further handling to be in conformity with the provisions of the Railway Labor Act as amended.

Signed at Chicago, Illinois, this 2nd day of September, 1948.

For the Brotherhood of Locomotive Engineers:

/s/ C. H. Atkins
General Chairman, BLE
/s/ K. E. Carlson
Vice Chairman, BLE
/s/ G. R. Kraus
Secretary-Treasurer
/s/ P. B. Baker
Committeeman
/s/ E. F. Presbey
Committeeman

For the Chicago, Burlington & Quincy Railroad Company:

/s/ J. E. Wolfe
Assistant to Vice President

/s/ J. F. Mulen
Staff Officer

pg 201

MEMORANDUM OF AGREEMENT

between

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY

and

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS**

The provisions that follow shall hereafter govern in instances where engineers and firemen are deadheaded to intermediate points or specified tie-up points:

1. Engineers and firemen who are deadheaded to service originating at a specified point, if not called sooner, will automatically go under pay at the rate applicable to the next service performed after the expiration of 8 hours from the time of arrival at such specified tie-up point.
2. Engineers and firemen who are deadheaded to an intermediate point or specified tie-up point for work train service, shall be notified when called to deadhead as to the time for reporting for duty at such intermediate point or specified tie-up point, and their pay will begin at that time even though they may not actually report for work until later.
3. Engineers and firemen who are deadheaded to an intermediate point or specified tie-up point who doublehead a train to which a crew is assigned, will report for duty and go under pay at the starting time of the assigned crew under the bulletin covering the assignment or the timetable, if it is a scheduled train.
4. Engineers and firemen who are required to deadhead to intermediate points for extra or special service not referred to in any of the previous items, will automatically go under pay on arrival at such intermediate point.
5. The foregoing does not apply in instances where engineers and firemen are deadheaded to intermediate points or specified tie-up points to relieve regularly assigned employees. Employees who are so deadheaded assume all of the conditions applying to the assigned men whom they are relieving.

Signed at Chicago, Illinois, this 27th day of September, 1949.

For the Brotherhood of For the Chicago, Burlington
Locomotive Engineers: and Quincy Railroad Company:

/s/ C. H. Atkins /s/ J. E. WOLFE
General Chairman Asst. to Vice Pres., Operation

For the Brotherhood of Locomotive
Firemen and Enginemmen:

/s/ V. E. SECREST
General Chairman

pg 205 Chicago, Illinois
March 20, 1944
E-469-43

Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

Dear Sir:

Referring to correspondence ending with your letter of September 8, 1943, in connection with claim of Engineer W. A. Stauss and Fireman F. G. Thompson, Creston Division, for continuous time at time and one-half rate October 23, 1942, on which date this engine crew was relieved from duty under the Hours of Service Law on extra 6104 east at Red Oak, Iowa, and later towed to Creston on that train.

In this case Engineer Stauss and Fireman Thompson reported for duty at Creston at 11:00 p.m. October 22, 1942, for trip in pool freight service Creston to Pacific Junction and return. They tied up at Red Oak on the return trip at 2:10 p.m. October 23 because of the Hours of Service Law after having been on duty 15 hours 10 minutes. A relief crew took charge of the train, leaving Red Oak at 5:50 p.m., arrived Creston 8:45 p.m., and relieved from duty 9:00 p.m. Engineer Stauss and Fireman Thompson deadheaded from Red Oak to Creston, a distance of 49.5 miles, on extra 6104 east.

As stated to you in previous correspondence, the recognized practice on this railroad of applying Rule 49 (e) when a crew is towed or deadheaded to the terminal without rest has been to compute time for such tow or deadhead from the time relief crew takes charge and that was

done in this instance. However, because of the representations you made, we will allow payment in this case on the basis of continuous time from time ordered to report for duty at Creston until arrival at Creston on extra 6104 east, less the mileage currently allowed for the tow from Red Oak to Creston, and will apply the same principle in the handling of similar cases that may arise in the future, which is on the premise that Rule 49 (f) has application only when engine crews are afforded legal rest at the tieup point.

Please acknowledge receipt.

Yours truly,

/s/ A. E. DAVIS

pg 206

Chicago, Illinois

March 10, 1953
E-2392-52

Mr. R. E. Davidson
Asst. Grand Chief Engineer, BLE
Chicago, Illinois

Dear Sir:

Referring to Case 252-J on the docket of disputes which accompanied your letter of November 28, 1952, which covers the claim of Extra Engineer E. O. Mayfield, St. Joseph Division, in the amount his turn made when he was improperly called July 24, 1951, in addition to any other earnings he may have made on that date.

Engineer Mayfield was called to deadhead from St. Joseph to Hamburg on train No. 21 for work train service. Later events disclosed that an engineer could have been deadheaded on train No. 23 and still arrive at Hamburg in time to perform the service, and the claim is based upon that fact. As explained during our discussion of this case at conference on March 9, passenger train service on the St. Joseph Division was operating off schedule during the ten-day period preceding this claim, due to washouts and the resulting necessity of detouring by way of Cameron Junction. When the local people planned this deadhead movement they had before them a record of No. 23 operating badly off schedule during this period and, if this poor performance had continued, Engineer Mayfield could not have been deadheaded on No. 23 and still arrive at Hamburg in time to perform this service for which called. Shortly before the

departure of No. 21 it was determined that No. 23 would operate via the regular route, and it is unfortunate that Engineer Mayfield was not notified prior to leaving St. Joseph that an engineer could deadhead on No. 23, as was done in the case of the conductor and trainman, and we are handling that feature of the controversy with local officers for correction.

In discussing this case at conference we agreed that in the future, when an engineer is called to deadhead to an intermediate point between recognized terminals for work train service he will be subject to the provisions of Rule 50 between the time of his arrival at such intermediate point and the time his pay in work train service begins, he will be compensated under Rule 50. This understanding pertaining to the application of Rule 50 in circumstances where locomotive engineers deadhead to work train service originating at intermediate points between recognized terminals does not obviate the understanding that locomotive engineers will be deadheaded to such service on the last available train, nor does it have any effect whatever on the agreement dated September 27, 1949, which pertains to deadheading engineers and firemen to intermediate points or specified tie-up points.

In the light of the understanding referred to in the preceding paragraph, was agreed that the claim of Engineer Mayfield would be withdrawn and the case removed from the docket of disputes which you are currently handling. If this is in conformity with your understanding, will you please indicate your acceptance in the space provided in the lower left-hand corner of this letter.

Yours truly,

/s/ J. E. WOLFE

ACCEPTED:

/s/ R. E. DAVIDSON

Asst. Grand Chief Engineer, BLE

cc: Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

pg. 208 Chicago, Illinois
February 11, 1948

T-7-J

Mr. C. H. Atkins Mr. F. L. Smith

General Chairman, BLE General Chairman, ORC
Aurora, Illinois St. Joseph, Missouri

Mr. V. E. Secest Mr. V. R. Roberts
General Chairman, BLF&E General Chairman, BRT
Chicago, Illinois Creston, Iowa

Gentlemen:

Referring to your letter of January 21, 1948, and discussion at conference on January 22 in regard to complaint about delay in forwarding pay checks to employes who are entitled to an adjustment of payments currently allowed by reason of settlements effected in this office or in the offices of officers who are vested with authority to dispose of claims and grievances on appeal.

I have arranged for the Auditor of Expenditures to furnish this office with a copy of the payroll covering adjustments such as those referred to in the preceding paragraph at the time the payroll is forwarded to the Paymaster for final handling of the checks that are to be delivered. Upon receipt of a copy of the payrolls in question, we will immediately notify the interested local officers who in turn will notify the employe that check is available for delivery.

This should take care of this matter and obviate cause for further complaint.

Will you please acknowledge receipt.

Yours truly,

/s/ J. E. WOLFE

pg 209 Chicago, Illinois

September 19, 1949

E-9-K

Mr. C. H. Atkins
General Chairman, BLE

Aurora, Illinois

Mr. V. E. Secrest
General Chairman, BLF&E
Chicago, Illinois

Dear Sirs:

Referring to correspondence ending with your letter of June 17, having reference to complaints from engineers and firemen on the Alliance and Omaha Divisions, in regard to payroll deductions to cover overpayments that were previously made.

I am instructing that in the future, when payroll deductions are necessary, the employe concerned be given a detailed statement which will identify the overpayment, the reason therefor and details in connection with the amount to be deducted.

Will you please acknowledge receipt?

Yours truly,

/s/ J. E. WOLFE

pg. 210

MEMORANDUM OF AGREEMENT

between

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY

and

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEERS**

The provisions of this agreement are limited in application to locomotive engineers and locomotive firemen (helpers) in assigned wayfreight service, assigned through freight service, assigned tabulated runs, such as those referred to in Rule 27, and assigned passenger service who are ready and available for service.

1. Bulletins advertising new assignments and vacancies for engineers and firemen under Rule 55, shall stipulate the days of the week and/or holidays (it being understood that the day observed by the State, Nation or by proclamation shall be considered the holiday) on which the assignments will not operate and no compensation will accrue under the provisions of this agreement on such days.

2. (a) When traffic is temporarily interrupted because of snow blockade, washouts, wrecks or similar track obstructions, engineers and firemen in assigned passenger service may be used on passenger trains other than the ones to which assigned, and they will be paid under pertinent rules and agreements for the service performed, with a guarantee of the mileage of their respective assignments as if the traffic interruption had not occurred.

(b) If a crew assignment for an engineer and fireman in service covered by this agreement, other than passenger service, is temporarily abolished and such crew assignment is restored within 72 hours account cause for the abolishment corrected quicker than anticipated, the notice of abolishment will be cancelled and the crew will be treated as if the assignment had not been abolished and will be compensated for any time lost under Section 3 hereof.

3. Except as modified or superseded by other provisions hereof, engineers and firemen in assigned service covered by this agreement, shall be paid the mileage of their respective assignments or a minimum of eight (8) hours if compensated on an hourly basis on each day the assignment is scheduled to operate.

NOTE: When operation is restored following annulments, the engineer and fireman due out on the train and date of restored operation, will be used.

a. An engineer and fireman will be considered on their assignment for pay purposes when leaving the outlying terminal of the assignment within 12 hours after scheduled leaving time for the train to which assigned, whether operating under its own number as an extra or under a different number. If used after 12 hours out of the outlying terminal, payment will accrue for the assignment and the trip will be considered as separate or additional service, to be paid for under pertinent schedule rules. The provisions of this paragraph, excluding the provision covering additional payments for service out of the outlying terminal more than 12 hours after scheduled leaving time, apply toer service out of the home terminal even though operated more than 12 hours after scheduled leaving time.

b. Assigned engineers and assigned firemen will be considered as on their assignment for pay purposes when used within 12 hours after scheduled departure time out of outlying terminal of the assignment of another regular assignment in the same class of service having the same home terminal as a result of one of the trains involved being off schedule.

c. Assigned engineers and assigned firemen will be considered as on their assignment for pay purposes when deadheaded to or from an assignment as a result of one of the assigned trains being off schedule.

d. Claims from pool or unassigned engineers and firemen resulting from using assigned crews under the provisions of subsections a, b and c of this section will not be recognized by either party.

NOTE: In passenger service when make-up or stub train is operated from terminal to terminal of an assignment account late arrival of in-bound connection, the make-up or stub train shall be considered the train to which assigned.

e. If, because of a holiday annulment, assigned crews are not at the initial terminal of their assignment on the day following the annulment, the crews will be exchanged at an intermediate point, thus restoring the crews to their assigned trains.

4. Except as otherwise provided in this agreement, assigned engineers and firemen will not be used on other than the trains to which assigned when pool or unassigned engineers and firemen are available. When assigned engineers and firemen are used in unassigned service account pool or unassigned engineers and firemen not available, payment for such service will be made under the pertinent rules of the applicable collective agreement, and the earnings thus made will be applied against the assignment guarantee.

5. When an assigned engineer or assigned fireman does not complete the trip to which assigned, actual earnings or the assignment mileage will be allowed whichever is the greater.

This provision does not apply where an engineer or fireman is relieved in the course of a trip or tour of duty because of illness or for personal reasons.

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

The provisions of this agreement become effective on the date of execution and shall remain in effect subject to the serving of thirty (30) days notice by one party upon the other party (for purposes of this provision each organization shall be considered a separate party), further handling to be in accordance with the procedural provisions of the amended Railway Labor Act.

Signed at Chicago, Illinois, this 4th day of October, 1949.

For the Brotherhood of For the Chicago, Burlington
Locomotive Engineers: and Quincy Railroad Company:

/s/ C. H. ATKINS /s/ J. E. WOLFE
General Chairman Asst. to Vice-President (Labor Relations

For the Brotherhood of
Locomotive Firemen and Enginemen:

/s/ V. E. SECREST
General Chairman

October 4, 1949

pg 213 Chicago, Illinois

November 15, 1949

Messrs. O. E. Ward
C. E. Melker

It has come to my attention that at least on one Division locomotive engineers are being permitted to move from one pool turn to another pool turn in the same pool when vacancies are advertised or otherwise filled.

We have heretofore held, and the General Chairman of the Brotherhood of Locomotive Engineers has concurred in our conclusions, that there is no distinction between pool turns in the same pool, and in order that uniformity over the system be assured, it is suggested that instructions be renewed which preclude permitting locomotive engineers to move from one pool turn to another pool turn within the same pool.

Will you please acknowledge receipt and advise if understood.

/s/ H. J. Hoglund

pg. 214 Chicago, Illinois

Mr. C. H. Atkins July 23, 1946
General Chairman, BLE
Aurora, Illinois

Dear Sir:

This will confirm the understanding reached at the conference today at which members of your General Committee of Adjustment were present to the effect that in the future Local Chairmen will be furnished copies of bulletin notices covering vacancies and newly established runs.

Will you please acknowledge receipt?

Yours truly,

/s/ J. E. WOLFE

pg 215 Chicago, Illinois

February 11, 1953

Mr. C. H. Atkins E-8-B
General Chairman, BLE

Aurora, Illinois

Dear Sir:

Referring to our brief discussion on February 11, with respect to a question that has arisen concerning the filling of certain temporary and permanent vacancies at Galesburg.

As I understand the situation, two pool engineers were filling temporary vacancies in passenger service, and two other engineers were filling the subsequent vacancies in the pool turns, all under the provisions of Rule 56. Then the two pool engineers secured regular assignments in passenger service and the turns they formerly held in the pool were bulletined as permanent vacancies. Apparently there was some question locally as to whether these pool turns should be manned by extra engineers during the life of the bulletin, or whether the engineers who had been holding them as temporary vacancies could continue to hold these pool turns during the life of the bulletin.

It is my opinion that after these two turns became permanent vacancies and were bulletined as such under Rule 55, they should be filled by extra engineers during the life of the bulletin. Do you concur in the view?

Yours truly,

/s/ C. J. MAHER

pg. 216
February 17, 1953

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

Dear Sir:

Please refer to your letter of February 11, file E-8-B, having reference to our discussion February 11 regarding the question that arose at Galesburg relative to the filling of certain temporary and permanent vacancies.

In the closing paragraph of your letter you stated:

It is my opinion that after these two turns became permanent vacancies and were bulletined as such under Rule 55, they should be filled by extra engineers during the life of the bulletin. Do you concur in this view?

While in conference, I advised you that I did not think there was a uniform practice over the railroad regarding the subject of who would fill vacancies when a run was being advertised as a permanent vacancy. I also stated that I was agreeable to your views in the matter if it could be made uniform over the system.

Therefore, this is to advise that I concur in your views that permanent vacancies bulletined under Rule 55 should be filled by extra engineers during the life of the bulletin.

Yours very truly,

/s/ C. H. ATKINS
General Chairman, BLE

CHA:JMS

pg 217

MEMORANDUM OF UNDERSTANDING
between
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
and
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

Section 1

(a) Adjustment of freight pools and/or extra lists may be made at any time the record indicates an adjustment is required under the provisions of this agreement.

(b) The check back for the purpose of determining average mileage made by employes in freight pool service and/or extra lists, will cover the ten (10) day period immediately preceding the date on which such check is made.

(c) The total mileage or equivalent thereof accumulated in the ten (10) previous days will be multiplied by three and divided by the number of crews (or individuals in the case of extra lists) and the result of this calculation will determine average mileage earnings for the purpose of making such adjustments as may be necessary.

Section II

(a) In the regulation of extra lists mileage made by so-called emergency men will not be considered except in instances where the emergency man is replacing and acting for an extra man; when the extra board is exhausted and an extra yard assignment is manned by a demoted engineer, or when pool crews are built up and are manned by emergency men for service other than when the pool is exhausted. Emergency engineers will not be used except when the extra engineers list is exhausted.

Examples:

(1) There are three engineers on a particular extra list. One of these engineers lays off which necessitates the calling of a demoted engineer to perform the service for which the extra man would have been called had he not laid off.

Under these circumstances the mileage made by the emergency man would be considered in determining average mileage of extra men.

(2) Using the extra list referred to in Example (1), there are vacancies for four engineers which requires the calling of a demoted engineer to fill the fourth vacancy, account the extra list exhausted.

In this factual situation, mileage made by the emergency man would not be considered in determining the average mileage made by assigned extra men.

(b) In the event a headquarters extra list is abolished, it shall be re-established as soon as it can be definitely determined that there is sufficient work opportunity to produce no less than the minimum monthly mileage for one (1) man stipulated in Section IV hereof.

Section III

Freight pools shall be regulated at a midway point between the minimum of 3200 miles and the maximum of 3800 miles or as nearly as mathematically practicable at approximately 3500 miles.

NOTE: It is understood that freight pools shall not be reduced so long as the average equals the equivalent of 3200 miles or more than the equivalent of 3800 miles.

In the event the average is less than the equivalent of 3200 miles or more than the equivalent of 3800 miles, indicating that the rules require an adjustment, the total mileage made during the ten (10) day check back period multiplied by three (3) shall be divided by 3500 and the result of

that calculation as nearly as mathematically practicable, shall represent the number of crews to be continued or established in said freight pool.

Mileage made by built up pool crews in instances where it is necessary to build up a crew account a freight pool exhausted, will be counted in determining average mileage. Other mileage made by so-called built up crews will not be counted.

Section IV

Paragraphs (e) of Rule 57 of the respective collective agreements are amended so as to read as follows:

(e) On road extra lists a sufficient number of engineers will be maintained to keep the average mileage, or equivalent thereof, between 3000 and 3800 miles per month.

In the event the average is less than the equivalent of 3000 miles or more than the equivalent of 3800 miles, indicating that the rules require an adjustment, the total mileage made during the ten (10) day checkback period multiplied by three (3) shall be divided by 3300 when mileage falls below the average of 3000 and the total mileage shall be divided by 3500 when average mileage is in excess of 3800 miles, the result of such calculation as nearly as mathematically practicable shall constitute the number of engineers to be assigned to the particular extra list.

Section V

In the event a freight pool or extra list is comprised of such a limited number of crews or individuals, respectively, that an addition of crews or extra men would result in averages below the equivalent of the minimum herein above stipulated, members of such crews or individuals on such extra lists shall be required to lay off when the maximum mileage, or the equivalent thereof, has been equalled or exceeded in any calendar month.

Section VI

(a) Engineers and firemen will be required to register correct accumulated mileage or the equivalent thereof on mileage sheet provided for that purpose upon completion of trip or tour of duty and failing to do so will not be called for subsequent service until the requirements of this provision have been complied with.

(b) In registering mileage or the equivalent thereof the employes must include all payments claimed such as road mileage, hours in yard service, arbitrary and constructive allowances, such payments to be translated into mileage, and failure to so register will constitute a violation by the employe of the provisions of Section 6(a) hereof.

(c) The provisions of this agreement are subject to Rule 57(i), which reads:

In the regulation mileage neither the maximum nor minimum is guaranteed.

All of the provisions of Rule 57 of the respective collective agreements shall remain in full force and effect, except where the provisions thereof are contrary to and, therefore, superseded by the provisions of this agreement.

The provisions of this agreement shall become effective on January 1, 1949, and shall remain in effect subject to the serving of thirty (30) days notice by one party upon the other party, further handling to be in accordance with the procedural provisions of the amended Railway Labor Act.

For the Brotherhood of Locomotive Engineers:

/s/ J. P. Shields
First Asst. Grand Chief Engineer, BLE
/s/ C. H. Atkins
General Chairman, BLE

For the Chicago, Burlington & Quincy Railroad Company:

/s/ J. E. Wolfe
Assistant to Vice President
pg. 220 Chicago, June 12th 1940
Superintendents E-8-D
Assistant Superintendents

Master Mechanics
Assistant Master Mechanics

On June 4th, 1932, Mr. Murdock issued the following letter:

In connection with regulation of mileage for engineers under their schedule rule 57, paragraph (d), it has been agreed with the Engineers Committee that no trip will be commenced the completion of which will cause an engineer to exceed the maximum mileage limitation.

At a recent conference with the Engineers General Committee, request was made that this agreed to interpretation be rescinded, and in lieu thereof, permit engineers in assigned service, who have not reached the maximum mileage specified in rule 57, to make an additional round trip even though such trip will exceed the maximum applicable to the particular class of service, with the further understanding that all miles made in excess of the maximum will be charged to the next month. Also, that it be understood that the foregoing only has reference to engineers in assigned service and that pools and extra lists shall continue to be regulated by averages.

A canvass of neighboring lines indicated that the interpretation desired by the committee is quite generally in effect; therefore, with the understanding that it will result in no additional expense to the company, we agreed to make it effective as of July 1, 1940, which I wish you would arrange to do.

H. J. Hoglund

cc - Messrs.

J. H. Aydelott
F. R. Mullen
O. E. Ward
C. E. Melker
S. L. Fee
J. C. Crisinger
F. E. Haines
G. W. Eckhardt

pg. 221
July 15, 1947
E-8-D
Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

Dear Sir:

This will acknowledge receipt of your letter of July 12 with which you enclosed copy of letter from Local Chairman Stone of the Casper Division concerning regulation of mileage particular reference being made to engineers who are filling temporary vacancies under the provisions of Rule 56.

I share your opinion that under the circumstances described by Mr. Stone, mileage made by an extra engineer holding a vacancy under the provisions of Rule 56 should be counted as pool mileage and not as extra board mileage.

If agreeable to you I will issue instructions in line with the foregoing which will preclude the necessity of further discussion.

Will you please advise.

Yours truly,
/s/ J. E. WOLFE

pg 221
Chicago, Illinois

March 14, 1950
E-8-D-41
Mr. C. H. Atkins

General Chairman, BLE
Aurora, Illinois

Dear Sir:

Please refer to exchange of correspondence ending with your letter of March 8, with respect to regulation of pools and extra lists at Creston, Iowa.

This letter will confirm the understanding referred to in your letter of March 8 to the effect that under Section 1 of the Mileage Regulation Agreement, the total mileage made by engineers as registered by them will be furnished the local chairman upon request, and that adjustment of freight pools and/or extra lists may be made at any time the record indicates an adjustment is required under the provisions of the agreement.

Yours truly,
/s/ J. E. WOLFE

pg 222
Chicago, Illinois

August 9, 1950
E-8-D-41

Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

Dear Sir:

Please refer to your letter of May 13, in reply to mine of May 9, concerning correspondence ending with your letter of April 3 to Mr. Wolfe, in connection with the application of the provisions of Section 6 of the Mileage Regulation Agreement of January 1, 1949 to engineers in assigned service.

The note following Rule 57 clearly and definitely provides that engineers in all classes of service will register their cumulative mileage, or its equivalent, upon arrival at terminal or completion of days work. We are in agreement that the penalty prescribed in Section 6 of the Mileage Regulation Agreement of January 1, 1949 is limited in application to engineers in pool freight service and to extra engineers, and has no application to assigned engineers. However, there is nothing contained in the Mileage Regulation Agreement of January 1, 1949 which would have the effect of relieving assigned engineers from registering their miles, as required by the note following Rule 57.

The tone of the last two paragraphs of your letter of May 13 leads me to believe that there is no dispute between us concerning the necessity for engineers in assigned service registering their cumulative mileage in accordance with the note following Rule 57. Local officers are therefore being advised that engineers in assigned service will be expected to comply with the requirements referred to.

Yours truly,
/s/ C. J. Maher
C

pf. 223 Chicago, March 10, 1952

E-8-D-41
Messrs. O. E. Ward
C. E. Melker

It has been reported to me that on certain Divisions, particularly the Alliance and Ottumwa Divisions, the extra board of locomotive engineers has decreased to such extent that it is impossible, as a result of that part of the January 1, 1949 Agreement which precludes considering mileage made by emergency engineers, to increase the number of engineers on such boards so as to adequately take care of normal requirements, and more particularly, permit locomotive engineers to take their annual vacations during the period assigned to them.

As a result of this condition, and in an endeavor to effect necessary correction, instructions should be issued that the Road Foreman of Engines at Alliance and Ottumwas may add locomotive engineers to these boards in the number necessary in order to protect normal requirements, including vacation requirements, but it should be clearly understood that this must be done in an extremely conservative manner in an effort to avoid bringing about a condition under which the engineers assigned to such extra board might average less than the minimum prescribed in the January 1, 1949 Agreement.

If there is any other point on the system where this same condition obtains, please communicate with the undersigned promptly, giving complete details concerning the conditions that exist, and I will then advise you as to whether or not emergency measures, similar to those that are being taken at Alliance and Ottumwa, might not also be necessary at these other points.

Will you please acknowledge receipt.

(signed) J. E. Wolfe

G

cc-Messrs. H. E. Hinshaw

E. L. Potarf

W. R. Eble

E. G. Wesson

L. L. Smith

R. D. Wolfe

pg 224

Chicago, Illinois

July 2, 1953

E-8-D-41

Mr. C. H. Atkins

General Chairman, BLE

Aurora, Illinois

Dear Sir:

Referring to your letter of May 21, and to our discussion with your Executive Committee on June 24, concerning your request that, in the future application of the Mileage Regulation Agreement effective January 1, 1949, paid deadhead movements to and from regular assignments be no counted.

During our discussion of this case it was agreed that when an engineer deadheads from an extra list to a regular assignment, or from a regular assignment to an extra list, any deadhead mileage that might be paid under the rules shall not be counted against either the extra list or the assignment -- neither would such deadhead mileage be charged against the individual engineer.

Necessary instructions are being issued to make this arrangement effective.
Yours truly,

C /s/ J. E. WOLFE
pg 225
Chicago, Illinois

July 28, 1953
E-8-D-41
Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

Dear Sir:

Further to exchange of correspondence ending with my letter of July 2, and to our discussion with your Executive Committee on June 24, concerning understanding reached whereby paid deadhead movements to and from regular assignments shall not be counted against either the extra list or the assignment, and will not be charged against the individual engineer.

Following the issuance of instructions as referred to in my letter of July 2, the question has arisen at some points as to whether or not the understanding referred to had application in the case of an extra engineer who is called in his proper turn from the extra list to fill a temporary vacancy at an outlying point and later returns to the extra list at the expiration of the temporary vacancy. I have therefore issued supplementary instructions, a copy of which is attached hereto, designed to make it clear that the understanding reached with respect to counting the deadhead mileage to and from regular assignments applies only to instances where an extra engineer secures a regular assignment and deadheads to an outlying point to take over his newly acquired regular assignment, or where an engineer holding a regular assignment is displaced therefrom and places himself on the extra list. The understanding referred to does not apply to deadheading involved when an extra engineer is called in his proper turn from the extra list to fill a temporary vacancy at an outlying point and later resumes his turn on the extra list at the expiration of the temporary vacancy.

It may be that similar questions have been referred to you, and it is believed that the supplementary instructions attached hereto will remove any possibility of doubt as to the proper application of the understanding referred to.

Yours truly,

/s/ J. E. WOLFE
C

att.

pg 226
Chicago 6, Illinois

January 21, 1955
E-8-D-41
Mr. C. H. Atkins
General Chairman, BLE
Aurora, Illinois

Dear Sir:

Referring to your letter of December 2, 1954, concerning the questions of charging mileage made by engineers in excess of the maximum against their mileage for the following month, in situations wherein engineers in assigned service have advised the roundhouse clerk that their maximum mileage for the month has been reached and have asked to be relieved, but because of shortage of men they could not be relieved.

Under the circumstances described above, you express the opinion that the excess mileage over and above the maximum should not be carried over and charged against the assigned engineer in the following checking period. I have no objection to handling in that manner, and I am today issuing instructions to all concerned to make such arrangements effective.

Will you please acknowledge receipt.

Yours truly,

/s/ J. E. WOLFE

pg. 227
Chicago, September 14, 1946
Mr. C. H. Atkins Mr. H. A. Husted
Gen. Chairman, B. L. E. Gen. Chairman, B.L.F.&E.
Aurora, Illinois Chicago, Illinois

Gentlemen:

Please be referred to correspondence ending with my letter of September 6, addressed to Mr. Atkins and to telephone conversation this morning with Mr. Husted, concerning question as to whether vacation payments should or should not be considered in applying the provisions of Rule 57.

As both of you are in agreement that payments made to a vacationing employe should not be considered in applying the provisions of Rule 57, I have issued instructions to that effect, thus insuring system uniformity in applying the provisions of the vacation agreement and Rule 57. A copy of the instructions referred to is enclosed herewith.

The action taken disposes of the request of the Engineers Committee which was transmitted to me with Mr. Atkins letter of June 4, 1946.

Will you please acknowledge receipt.

Yours truly,

/s/ J. E. Wolfe

Encl.

pg 228
MEMORANDUM OF AGREEMENT
Between
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
and
CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY

The following constitutes a modification of Rule 60 with respect to establishment of a seniority date as locomotive engineer, and all agreements or understandings which conflict with the placing of qualified engineers on the engineers seniority roster in the manner set forth herein are hereby abrogated.

(1) All qualified engineers, who have not as yet established a seniority date as engineer, will be given a seniority date corresponding to the date upon which they completed satisfactory qualifying examination for service as engineer, subject to the provisions of Section 3 below.

(2) Locomotive firemen whose seniority entitles them to promotion will be examined for promotion to engineer in the order of their seniority standing on the firemens roster. Upon passing satisfactory qualifying examination, such qualified engineers will be given a seniority date as engineer corresponding to the date of qualification, subject to provisions of Section 3 below.

(3) In the assignment of an engineers seniority date under Sections 1 and 2 hereof, when a junior man completes the qualifying examination ahead of a senior man, the date given the junior man will also be assigned to the senior man who subsequently qualifies by passing satisfactory examination, except in instances where the senior man fails on the first examination and a junior man is actually used as an engineer. In such circumstances the junior man actually used will rank ahead of the senior man who fails on the first examination.

This agreement shall take effect June 2, 1955, and will remain in effect until changed in accordance with the provisions of Section 6 of the amended Railway Labor Act.

Signed at Chicago, Illinois this 2nd day of June 1955.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

C. H. ATKINS

General Chairman

FOR THE CHICAGO BURLINGTON & QUINCY RAILROAD COMPANY

J. E. WOLFE

Assistant Vice President, Labor Relation

C. J. MAHER

Staff Officer, Labor Relations

pg 229 E-8-E-17

MEMORANDUM OF AGREEMENT

Between

CHCAGO, BURLINGTON & QUINCY RAILROAD
COMPANY

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

As an interpretation of Paragraph (e), Rule 60, of the collective agreement, rules as originally written effective June 1, 1931, rates effective May 22, 1946, it is agreed:

1. In the event an applicant for promotion to Locomotive engineer satisfactorily passes all required examinations except the physical examination, the status of said applicant insofar as promotion is concerned shall be held in abeyance unless and until the employes physical condition improves to the extent that he does pass a satisfactory physical examination.

2. If and when, under the circumstances described in Paragraph 1 hereof, a satisfactory physical examination is passed the employe shall be given a seniority date as a locomotive engineer as of the date given the locomotive engineer who ranked next below him on the seniority roster of locomotive firemen, the engineer thus promoted to rank ahead of the junior man on the roster.

3. If no junior employes were promoted to locomotive engineers during the period the employe who stood for promotion was considered not physically qualified for promotion, such employe shall be given a seniority date as an engineer in accordance with the provisions of the agreement of December 31, 1945 between the parties hereto, which pertains to promotion to locomotive engineer under normal circumstances where physical disability is not involved.

Signed at Chicago, Illinois this 2nd day of September, 1948.

For the Brotherhood of Locomotive Engineers:

/s/ C. H. Atkins
General Chairman
/s/ K. E. Carlson
Vice General Chairman
/s/ G. R. Kraus
Secretary-Treasurer
/s/ R. B. Baker
Member, General Committee
/s/ J. E. Wolfe
Assistant to Vice President
/s/ J. F. Mullen
Senior Staff Officer

pg 230
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY
547 West Jackson Boulevard
Chicago 6, Illinois
E-3572-54
Mr. E. B. Lantz
Asst. Grand Chief Engineer, BLE
220 S. State Street
Chicago 26, Illinois
Dear Sir:

Referring to discussion at conference on March 5, 1959, at which General Chairman K. C. Sallee was present, concerning Section 6 notice dated August 23, 1954 of desire to abrogate both Section 17 of the August 11, 1948 agreement and the letter agreement of August 21, 1950; also to discontinue the practice of appealing claims to intermediate officers.

In disposition of the above subject the following procedure for handling claims and grievances under Rule 66 (Section 17 of the August 11, 1948 Agreement)

1. The initial presentation of a claim, by the claimant employe or his representative, must be filled within sixty (60) days of the date of the occurrence which gave rise to the controversy upon which the claim is based. If not so filed, the claim will be barred but this does not establish a precedent or constitute a waiver barring the handling of similar claims that may arise thereafter.

2. Claims presented in the manner outlined in Item 1 hereof, must be allowed or declined by the officer to whom the claim is presented, within sixty (60) days after presentation, or such claims will be paid. The payment of claims under this item will not establish a precedent or constitute a waiver in other claims that may arise subsequent thereto.

3. Claims that are to be appealed by the Local Chairman, must be appealed to the Assistant Division Superintendent or Division Superintendent within sixty (60) days from the date claimant acknowledges receipt of the declination, and failing so to do, the claim will be barred; this not to establish a precedent or constitute a waiver in the case of other claims that may arise thereafter.

4. The Assistant Superintendent or Division Superintendent must allow or decline claims that are thus presented by the Local Chairman within sixty (60) days from the date of appeal, or such claims will be allowed; this not to establish a precedent or constitute a waiver in other claims that may arise subsequent thereto.

5. Following the declination by the local officer referred to in Item 4 hereof, if unable to dispose of the claim, the local officer and local chairman will prepare a Joint Statement of Facts for transmission to the General Chairman by the Local Chairman, and to the highest designated officer of the Carrier by the local officer. However, after the four initial steps outlined in Items 1 to 4 inclusive has been seasonably taken, the Local Chairman and local officer may, at the suggestion of either of them, agree to hold a particular claim in abeyance pending the final disposition of another claim, which they agree is sufficiently similar to justify such action, all claims so held in abeyance to be disposed of on the basis of the final settlement reached in the case that is progressed to final conclusion.

6. Following the declination of the local officer as referred to in Item 4 hereof, the next appeal will be taken by the General Chairman to the highest designated officer of the Carrier, thus eliminating appeals to intermediate officers. There shall be no stipulated time limits within which the General Chairman must take such appeal to the highest designated officer following local handling, but it is contemplated that such action will be taken with reasonable promptness.

7. The highest officer of the Carrier designated to handle such matters must decline the General Chairmans appeal within sixty (60) days from the date of the appeal, and failing so do to, the claim will be allowed; this not to establish a precedent or constitute a waiver in other similar disputes that may arise in the future.

8. The General Chairman must advise the highest designated officer within sixty (60) days of such declination, that is not accepted and failing so to do, the decision of such highest designate officer will be final and binding. All claims or grievances involved in the decision of the highest designated officer shall be barred, unless, within twelve (12) months from the date of said officers decision, proceedings are instituted b y the employe 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 be agreement in any particular case extend the twelve months period herein referred to.

Except as provided hereinabove, the provisions of Rule 66 (Section 17 of the August 11, 1948 Agreement) remain in full force and effect. This letter agreement, however, supersedes and abrogates the letter agreement dated August 21, 1950, and disposes of all the issues involved

in the Section 6 notice dated August 23, 1954 and the Carriers counter proposal dated August 30, 1954.

The foregoing will become effective June 1, 1959

Yours truly,

s/s J. E. WOLFE

ACCEPTED:

/s/ EMIL B. LANTZ

Asst. Grand Chief Engineer, BLE

/s/ K. C. SALLEE

General Chairman, BLE

pg. 233 Chicago, November 21, 1946

E-9-K-113

Mr. O. E. Ward

Mr. C. E. Melker

By exchange of letters with the General Chairmen representing Enginemen, understanding has been reached concerning the handling of engine crews in instances where a locomotive becomes disabled enroute which necessitates the dispatching of a relief locomotive from a terminal to the point where the locomotive failure occurred.

In order that uniformity prevails on a system basis, it should be understood that when instances such as the one above described occur, the engine crew called to handle the relief locomotive from a terminal to point on line of road where the disabled locomotive is located, will turn the relief locomotive over to the engine crew handling the train, such engine crew to proceed with train to the objective terminal and the engine crew that handled the relief locomotive will return to the terminal with the disabled locomotive.

Please see that all officers under your jurisdiction are conversant with this understanding. Please acknowledge receipt.

/s/ J. E. Wolfe

cc: Messrs

J. H. Aydelott

F. R. Mullen

J. C. Grisinger

S. L. Fee

A. J. Horton

F. B. Whitman

pg 255

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

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

1. Within sixty (60) days following the first day of compensated service or sixty (60) days following the effective date of this agreement, whichever is later, each employee who is regularly assigned to a position or is on an extra list # and is subject to the provisions of the collective agreement between the parties hereto, applicable to Locomotive Engineers, bearing date of June 1, 1931, shall as a condition of continued employment, become and remain a member of the Organization.

#The term extra list refers to employees who are not regularly assigned to a particular position but are assigned to protect extra work by filling temporary vacancies or temporary addition positions covered by the terms of said collective agreement on a rotary or seniority basis.

Provided: That is agreement shall not require such condition of employment in the case of employees to whom Organization Membership is not available upon the same terms and conditions as are generally applicable to other members, or in the case of an employee to whom membership has been denied or terminated for any reason other than failure of the employee to pay the periodic dues, initiation fees, and assessments (not including fines, penalties, and insurance premiums) uniformly required as a condition of acquiring or retaining membership.

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

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

Provided:

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

(1) A properly approved leave of absence of thirty (30) days or more, or

(2) Disability of thirty (30) days or more resulting from sickness or injury.

(3) Reduction of force of thirty (30) days or more.

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

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

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

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

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

The provisions of this agreement shall become effective May 1, 1952 and shall continue thereafter subject to automatic termination upon the serving of thirty (30) days written notice by one party upon the other party.

Signed at Chicago, Illinois, this 9th day of April, 1952.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ C. H. ATKINS
General Chairman

/s/ K. E. CARLSON
Vice-Chairman

/s/ G. R. KRAUS
Secretary

/s/ R. B. BAKER
Committee Member

/s/ R. E. HARNESS
Committee Member

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

/s/ J. E. WOLFE
Asst. to Vice-President - Labor Relations

pg 258 Appendix 1

(Title)
(Address)

Demand of Removal of an Employee from the Carriers Service.

The Brotherhood of Locomotive Engineers hereby demands of (CARRIER) that said Carrier remove

(EMPLOYEE) (Occupation) (Department) (Location) from its service for failure to become and remain a member of the Brotherhood of Locomotive Engineers and for failure to hold or acquire membership in any one of the organizations described in the second proviso of Section 1 of the agreement of (date)

covering the subject of dismissal from service for failure to pay periodic dues, initiation fees and assessments (not including fines, penalties and insurance premiums) and represents and

warrants that membership in the Brotherhood of Locomotive Engineers has been during the periods of time specified in said agreement and is now available to said (EMPLOYEE) upon the same terms and conditions as are generally applicable to any other member thereof ; and represents and warrants that membership of said (EMPLOYEE) in the Brotherhood of Locomotive Engineers has been denied or terminated as of

(date)

solely for the reason that said named employee has failed and now continues to fail to tender to said named Organization the periodic dues, initiation fees, and assessments (not including fines, penalties, and insurance premiums) uniformly required as a condition of acquiring or retaining membership in the Brotherhood of Locomotive Engineers, as contemplated by the above referred to agreement of .

(date)

(ORGANIZATION)

By its (SEAL

Copy to:

(Name of Employee Involved)

(Street Address

(City) (State)

pg 260

MEMORANDUM OF AGREEMENT

Between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

and

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

It is agreed that:

1. Seniority rights acquired under the rules and working conditions agreement between the parties signatory hereto shall terminate March 31, 1960, for an employee who shall have attained the age of 70 on or before March 31, 1960. Seniority of an employee who shall have attained the age of 70 on and after April 1, 1960, shall terminate 30 days from such employee's 70th birthday. The date of termination of seniority as shown herein is intended to mean that an employee whose seniority is thus terminated may start a trip or tour of duty on the last day of the month in which seniority is terminated. If a trip in road service is started on that date, the employee may return in service to his home terminal or headquarters even though payment for the return trip may be credited to the succeeding month.

2. Prior to the effective date of this agreement, the Carrier will furnish to the General Chairman a list showing the name and birth date of every employe holding seniority as a locomotive engineer, and will keep the General Chairman informed as to employes who subsequently establish seniority as locomotive engineers. The Carrier will notify an employe whose seniority will be terminated under the provisions of this agreement in writing at least 60 days in advance of the date of termination of seniority.

3. After the seniority of an employe has terminated, as provided in Paragraph 1 above, his name shall be removed from the seniority roster provided for by the rules and working conditions agreement.

4. An employe whose seniority shall terminate under this agreement, who has worked the required number of days to qualify for vacation in the following year, will be paid for such vacation as promptly as possible after the date his seniority terminates.

An employe who lacks 30 days or less to qualify for vacation in the following year will be permitted to work an additional 30 days, but his seniority rights will terminate 60 days after his 70th birthday, even though the number of days worked in the additional month was still insufficient to qualify for vacation in the following year.

5. Should a national or other emergency occur that causes a shortage of employes represented by the organization signatory hereto, the General Chairman and the designated officer of the railroad company may, by mutual agreement, suspend application of this agreement until termination of the emergency.

6. Neither this agreement nor any provision contained herein nor any application thereof shall be considered or used as a basis for any time or money claim against the Carrier. The provisions of this agreement shall become effective on March 31, 1960, and shall remain in effect subject to the serving of thirty (30) days notice by one party upon the other party, further handling to be in conformity with the procedural requirements of the Railway Labor Act.

Signed at Chicago, Illinois this 11th day of January, 1960.

For the Brotherhood of For the Chicago, Burlington
Locomotive Engineers: & Quincy Railroad Company:
K. C. SALLEE J. E. WOLFE
General Chairman Vice President-Personnel

C. J. MAHER
Staff Officer

APPROVED:

EMIL B. LANTZ
Assistant Grand Chief Engineer

pg. 262
Chicago, Illinois
February 4, 1963

E-9-J

Mr. K. C. Sallee
General Chairman, BLE
Aurora, Illinois

Dear Sir:

Referring to previous correspondence and discussion concerning the request of the Engineers General Committee that engineers be permitted to follow their regular assignment on short rest or double through and be used on short rest out of the home terminal. In complete disposition of this subject, it is agreed:

1. An engineer who secures a regular assignment in passenger service through exercise of seniority will be permitted to go out on the passenger assignment thus secured even though he has not had legal rest, provided he has at least eight (8) hours available time to work under the Hours of Service Law, and provided further that the assignment is set up in such manner that legal rest will be obtained at the outlying terminal. The same shall apply to an engineer placing himself on a temporary passenger vacancy under Rules 5 or 56, subject to the provisions of Rule 6.

2. An engineer holding a regular assignment in yard service who, through exercise of seniority, secures another yard assignment going to work at an earlier hour, will be permitted to work his new assignment even though he has not had legal rest, so long as he has at least eight (8) hours available time to work under the Hours of Service Law. This provision will not be construed as permitting an engineer to double through two consecutive shifts unless failure to do so would result in the loss of a day in changing assignments, and then only when the new assignment goes on duty at the same general location as the old assignment goes off duty.

3. Except as specifically provided in paragraphs 1 and 2 above, engineers will not be used at their headquarters or home terminals unless they have had legal rest, except in instances where there is no rested and qualified engineer available to perform the service.

4. It is recognized that engineers are frequently used with less than full rest at the away-from-home terminals and , in accordance with the understanding reached in disposition of Case D-8 of the docket handled by Assistant Grand Chief Engineer Coughlin, if the engineer first out at an outlying terminal or specified tie-up point, is not used in turn, and it later develops that he could have performed the service within the Hours of Service Law, run-around payment of two hours will accrue.

Will you please indicate your acceptance of the above understanding by affixing your signature in the space provided therefor at the lower left-hand corner of this letter.

Yours truly,

A. E. EGBERS
ACCEPTED:

K. C. SALLEE
General Chairman, BLE

APPROVED:

C. J. COUGHLIN
Asst. Grand Chief Engineer, BLE

pg. 264 Chicago, Illinois
March 7, 1963
E-5279-57
Mr. C. J. Coughlin
Asst. Grand Chief Engineer
Brotherhood of Locomotive Engineers
Chicago, Illinois

Dear Sir:

Referring to Case S-4 of the docket of BLE disputes which you are currently handling, referred to therein as a Section 6 notice requesting work train agreement under Rule 19.

In complete disposition of this Section 6 notice, which was dated April 12, 1957, it is agreed that the following additional interpretation of Rule 19 of the current collective agreement will be made effective April 1, 1963:

An engineer who is engaged in work train service on the day preceding a recognized holiday and likewise is engaged in the same work train service on the first succeeding day following the holiday, will be paid a minimum day at the work train rate for the holiday.

NOTE: This rule applies to the following holidays: Christmas Day, New Years Day, Memorial Day, Fourth of July, Labor Day and Thanksgiving Day.

An engineer in work train service Monday through Saturday inclusive, that is not scheduled to work on Sunday, who is held at the outlying point for work train service Monday, will be paid a minimum days pay t work train rates for Sunday provided transportation is not available to allow not less than eight (8) hours at home terminal between end of work on Saturday and commencing work on Monday, the eight hours to be computed from the time of arrival at the home terminal until time of departure.

Overtime in work train service will accrue after eight (8) hours, regardless of miles run, with the understanding that an engineer will not be paid less than the actual miles operated.

Example I. An engineer is in work train service operating from initial terminal (a) to objective terminal (b), a distance of 150 miles. The engineer is on duty a total of twelve (12) hours. He would be paid a basic day of eight (8) hours and four (4) hours overtime, the equivalent of 175 straight time miles.

Example II. Under the circumstances described in Example I, an engineer is on duty only eight (8) hours. He would be paid 150 miles because that payment would exceed payment on an hourly basis.

Yours truly,

A. E. EGBERS

cc: Mr. K. C. Sallee

ACCEPTED:
C. J. COUGHLIN
Asst. Grand Chief Engineer, BLE
pg 266
Cir. 918

MEMORANDUM OF AGREEMENT

between the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

The following understanding is agreed upon in the application of Article I of the June 25, 1964 Agreement:

Section 1

If a regularly assigned engineer or fireman holding an assignment subject to Article I , Section 2 on which he works at least one day in week in which holiday falls, is required to protect other service on either of the qualifying days and/or the holiday, this will be considered as meeting the qualifying requirements.

Section 2

If a through freight assignment which operates 100 miles or less per day converts to wayfreight on one-half or more of the trips in the thirty (30) days preceding the holiday, the regularly assigned employes on such assignment will be considered subject to Article I, Section 2, Paid Holiday provisions of the June 25, 1964 Agreement.

It is agreed that an assigned freight crew operating in straight-away service and coming within the provisions of Article I, may be operated in turnaround service out of the home terminal to an intermediate point and return on the day preceding or following a holiday listed in Article I, Section 2 of the June 25, 1964 Agreement, on which the assignment is annulled, in order to get the crew on their regular assignment. For such turnaround operation, the crew will be paid actual miles operated, but not less than mileage of their regular assignment. The turnaround mileage will not be used to deny holiday allowances otherwise applicable.

Section 3

If an engineer or fireman worked on a holiday and was paid at time and one-half, this will be considered a straight time shift in computing the number of shifts worked for payment of the overtime rate for shifts worked in excess of five (5) days in a work week, where the five (5) day week rules are in effect.

Section 4

The 100 miles or less will be computed on the basis of actual miles run and arbitrary payments in time or miles will not be a factor in determining whether or not a run is 100 miles or less.

Section 5

The regular assigned engineer or fireman qualified for holiday pay who does not work on the holiday will be paid at the pro rata rate of the weight on drivers at the rate applicable to the last service performed.

Section 6

A qualified engineer or fireman who works on the holiday will receive payment based on weight on drivers of engine used on the holiday.

Section 7

An engineer or fireman who protects a temporary vacancy on an assignment subject to Article I, Section 2, on which no other employe qualifies for holiday pay, and is available for or performs service there on both of the qualifying days and the holiday, will be allowed holiday pay, and time and one-half if he works on the holiday. This interpretation does not apply to an extra man rotating on a day-to-day basis in filling vacancies.

All pending claims will be disposed of under the terms of this agreement.

This agreement shall become effective July 1, 1966 and shall remain in effect subject to the provisions of the Railway Labor Act.

Signed at Chicago, Illinois, this 14th day of June, 1966.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ K. C. SALLEE
General Chairman

FOR THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN:

/s/ K. E. SMITH
General Chairman

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

/s/ A. E. EGBERS
Assistant to the President

pg 269 Cir. 918
July 28, 1966
Mr. K. C. Sallee Mr. K. E. Smith
General Chairman, BLE General Chairman, BLF&E
Aurora, Illinois Aurora, Illinois

Gentlemen:

Referring to our agreement dated June 14, 1966 dealing with the application of Article 1 of the June 25, 1964 Agreement, and to discussion at recent conference concerning some other items you wished to be handled in connection with the Paid Holiday Rule.

It is agreed that hereafter if an extra engineer or extra fireman works on a local freight assignment, road switcher, roustabout run, mine run, or yard assignment, which is subject to the Paid Holiday Rule, such employe will be paid time and one-half for working on the holiday, unless the employe is qualified for holiday pay under Section 7 of our agreement of June 14, 1966.

Yours truly,

/s/ A. E. EGBERS
C
ACCEPTED:

/s/ K. C. SALLEE
General Chairman, BLE

/s/ K. E. SMITH
General Chairman, BLF&E

pg. 270 Rev. 7-28-66
Cir. 918

MEMORANDUM OF AGREEMENT

between the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

It is agreed that suitable lodging for engineers and firemen qualified there fore under Article II, Section 1 of the Agreement of June 25, 1964, will be as follows:

Section 1

Lodging will be provided by the railroad company at the establishments listed in Attachment A Except as otherwise provided, the lodging will be furnished at named lodging facilities on the following basis:

(a) Single occupancy rooms with bath and toilet facilities located on the same floor. This does not change present facilities now provided at agreed to lodging facilities where single rooms now provided with bath and toilet.

(b) It is understood the rooms will be properly lighted, well ventilated with outside window or windows, and screens. Where air-conditioned rooms are available, they will be provided during summer months. Where air-conditioned rooms are not available, fans will be provided in the rooms if required. The rooms will be provided with adequate and controlled heat during the winter season.

(c) The beds will be equipped with innerspring mattress, sheets and pillow cases changed after each occupancy; blankets when needed.

(d) Lodging will be available for the entire period of tie up.

(e) Where transportation is presently furnished it will be continued.

(f) At locations where public facilities are limited and single occupancy rooms are not available at those locations, the present arrangements to remain in effect, subject to Sections (b), (c), (d), and (e).

(g) It is understood in no case will two men be required to occupy the same room, unless the room is provided with two separate beds and the men occupying the room are the engineer and fireman from the same crew.

Section 2

In the event hotel accommodation listed in Exhibit A does not have sufficient room accommodations, and arrangements for approved lodging under Section 1 are not made elsewhere to take care of the overflow, the actual cost to employe to obtain lodging elsewhere will be allowed by the Carrier. This to include transportation to the accommodation.

(a) In instances where no other facilities are available in that town and the employe is required to go to a different town, transportation will be furnished.

(b) At away from home terminal points where no accommodations are presently provided, crews tied up at such points will be furnished transportation to point where accommodations are available, subject to Section 1.

Section 3

At points listed in Attachment B where lodging is not presently provided, arrangements will be made to furnish suitable lodging before tying up a crew at such point and subject to Section 1 as provided here-in.

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(a) At such points where no public accommodations are available, arrangements will be made to transport crew to another town where public facilities are available at no cost to employe. If employe is required to obtain taxi or other means of transportation, the Carrier will reimburse the employe for such expense when receipt of payment is presented.

Section 4

(a) It is understood that if the General Chairmen advise that the lodging facilities are not suitable, an on-the-ground joint inspection will be made and necessary corrections will be made.

(b) It is understood if the Carrier desires or is required to change, add to, or substitute for any facilities in Attachment A, the General Chairmen will be promptly notified of such changes and the reason therefor for their approval. New hotel facilities must meet the conditions of Section 1.

Section 5

(a) Crews arriving at away-from-home terminal will be notified promptly if they are to be used within four (4) hours from time of tie up.

(b) If crew is called on duty prior to having been tied up for four (4) hours and for any reason the train does not depart until more than one (1) hours after the on-duty time, the four (4) hours will be computed to extend to thirty (30) minutes prior to actual departure time from the terminal.

Example 1. A crew ties up at 4:00 P.M. They are called on duty at 7:45 P.M. The train does not depart until 9:15 P.M. The crew would be considered tied up from 4:00 P. M. to 8:45 P.M. and would be allowed a meal allowance and the equitable allowance in lieu of lodging.

Example 2. The crew in the foregoing example departs at 8:45 P.M. They would not be entitled to meal allowance or allowance in lieu of lodging.

(c) It is understood under this section the equitable allowance is \$2.00.

Section 6

Understanding and agreements pertaining to bunk rooms are not changed by this agreement.

(a) At locations where bunk rooms are presently provided for use of employes, tied up at an away-from-home terminal, the Carrier will not discontinue these facilities without first handling with the General Chairmen.

(b) The Carrier may change location of the bunk room to a different building but not until the change is approved by the General Chairmen.

(c) Employes who are tied up four (4) hours or more, who use the bunk room rather than the lodging facility provided by the Carrier in Attachment A at which rooms are available, will not be entitled to an equitable allowance in lieu of lodging.

Section 7

(a) Engineers and firemen who maintain their home at the away - from-home terminal, and therefore do not avail themselves of the lodging provided for the employes at the away-from-home terminal, such employes will be provided lodging at the home terminal of the run, if it does not exceed cost at the away-from-home terminal, or allowed an equitable allowance at that rate.

(b) It will be necessary for the employes to notify the local officers of their desire to participate in this arrangement.

Section 8

If a crew in road service is operated into an away-from-home terminal, tied up for four (4) hours or more, than makes a turnaround trip and returns to such terminal and is again tied up for four (4) hours or more, each such tie-up would begin a new period under Article II, Section 1 of the June 25, 1964 Agreement.

Section 9

Nothing in this agreement will restrict the Carriers right to construct lodging facilities at any point. In the event lodging facilities are constructed, which meet the following criteria, then lodging will no longer be provided at facilities named in Attachment A at such point:

(a) Single room, well ventilated, lighted, heated or air-conditioned as climatic conditions require, with toilet and bath facilities on the same floor. Bath facilities will have hot and cold running water, soap and clean towels. Toilet and bath facilities will be individually partitioned.

(b) Rooms will be equipped with chair, clothes rack and standard size bed with innerspring mattress, pillow and bedding.

(c) Linen will be changed for each occupancy.

(d) A lounge or recreation room will be provided in facility constructed by the Carrier for use as lodging.

(e) Carrier will review plans with General Chairmen before construction, for approval.

This agreement shall become effective August 10 , 1966 and shall continue in effect thereafter subject to the serving of thirty (30) days notice by one party on the other party, further handling to be in pursuance of the provisions of the Railway Labor Act.

Signed at Chicago, Illinois this 28th day of July, 1966.

FOR THE BORTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ K. C. SALLEE
General Chairman

FOR THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN:

/s/ K. E. SMITH
General Chairman

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

/s/ A. E. EGBERS
Assistant to the President

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MEMORANDUM OF AGREEMENT

between the

**CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS
BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN**

The following understanding is agreed upon in the application of Article II of the June 25, 1964 Agreement:

Section 1

(a) If a crew is tied up at any point other than the home terminal for pool crews, or the designated home terminal in the case of an assigned crew, at which suitable lodging has not been provided, each crew member will be allowed the meal allowance of \$1.50 and a lodging allowance of \$2.00 for each such time tied up, if for four (4) hours or more.

(b) If at such points suitable lodging is provided, the employees will use such lodging and will be allowed the meal allowances provided the tie up is for four (4) hours or more.

Section 2

Where work train service is bulletined to be headquartered at an outside point and job is protected by pool or extra men during life of bulletin and the same crew is not on the job for five days, they will be subject to the meal allowance of \$1.50 and lodging allowance of \$2.00 for each day tied up for four (4) hours or more.

Section 3

It is understood engineers and firemen in work train service will not be tied up or headquartered at a location where food and lodging cannot be made available. In cases where it cannot be avoided, crews will be transported at carriers expense, to where meals and lodging are available.

NOTE: Suitable lodging under this agreement is a suitable public hotel, motel or rooming house.

All pending claims will be disposed of under provisions of this agreement.

This agreement shall become effective August 10, 1966 and shall remain in effect subject to provisions of Railway Labor Act.

Signed at Chicago, Illinois this 28th day July , 1966

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ K. C. SALLEE
General Chairman

FOR THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN:

/s/ K. E. SMITH
General Chairman

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

/s/ A. E. EGBERS
Asst. to the President

pg 284 Cir. 918

MEMORANDUM OF AGREEMENT

between the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

and the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN**

The following understanding are reached in disposition of disputes that have arisen under Article V of the June 25, 1964 Agreement:

Section 1

In yards classified as such under the Road-Yard Switching Agreement, where yard crews were not operated as of June 25, 1964, road crews may perform any yard service and will continue to be paid for actual time on a minute basis with a minimum of one hour at rates provided in the Road-Yard Switching Agreement.

Section 2

At yards where yard crews are employed on only one shift, the twelve-hour periods described in Section 5 of Article V of the June 25, 1964 Agreement will also apply to days of the week when the yard crew is not worked. (This means that at a yard where yard crews are employed on one shift, for example, Monday through Friday, any switching by road crews during the first twelve-hour period on any day of the week will be subject to the provisions of the existing Road-Yard Switching Agreement, and second twelve-hour period per Sections 1 and 3 hereof).

Section 3

In one shift yards, road crews may be required to perform any yard service during the second twelve hour period for which they will be compensated by payment of actual time on a minute basis with a minimum of one hour at the rate provided in the Road-Yard Switching Agreement.

Section 4

When the last yard crew assignment in a yard is discontinued in a yard subsequent to June 25, 1964 in pursuance of Section 1 of Article V, road crews may be required to perform any yard service throughout the day and they will be compensated therefor under Sections 7, 8 and 9 of Article V by payment of actual time with a minimum of one hour at pro rata 6-7 day yard rates.

Section 5

Appropriate yard rates are defined to mean those rates in effect for yard engine service employees and to include the proper weight graduation of the road locomotive.

Section 6

It is understood under the provisions of this agreement that road crews of one seniority district will not be required to perform switching in yards of another seniority district except the making

up of their own trains before departure and setting of rush cars from their trains upon arrival, as provided in Article III (a) of the Road-Yard Switching Agreement.

Section 7

This agreement does not change the provisions of the Road-Yard Switching Agreement effective January 10, 1941, except as here in provided.

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It is understood all pending claims will be disposed of under the terms of this agreement, except that any claims filed in connection with switching by road crews in yards of another seniority district contrary to Section 6 hereof prior to the effective date of this agreement will be disposed of by payment of actual time with a minimum of one hour at rate provided in the Road - Yard Switching Agreement to the road crew that performed the work.

This agreement shall become effective August 1, 1966 and shall continue in effect thereafter subject to the serving of thirty (30) days notice by one party on the other party, further handling to be in pursuance of the provisions of the Railway Labor Act.

Signed at Chicago, Illinois, this 28th day of July, 1966.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ K. C. SALLEE

General Chairman, BLE

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FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ K. E. SMITH

General Chairman, BLF &E

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

/s/ A. E. EGBERS

Assistant to the President

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MEMORANDUM OF AGREEMENT

between the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In disposition of the Organizations request of April 5, 1957, it is hereby agreed that:

1. In all classes of service at terminal as listed in Appendix A attached hereto; engineers will not be requested or required to take charge of an engine at a roundhouse or lay-up track at the beginning of their trip or tour of duty unless and until the motor or motors are running; the consists of the engine coupled in proper order including all air hoses and electrical connections; the engine properly supplied and cleaned inside the cab.

2. Road freight engineers required to pick up and/or set out units of diesel power at terminals of their runs listed in Appendix A will be paid actual time with a minimum of thirty minutes in addition to all other time on the trip. This item 2 does not circumvent the provisions of the switching agreement as set forth starting on page 104 of the current Engineers Agreement.

3. Coupling or uncoupling air and electrical connections will not be required of engineers at terminals listed in Appendix A, except if an engineer is required to physically assist another employe in making and /or breaking air and electrical connections in making a pick-up and /or set out of units at terminals of their runs, they will be allowed an additional arbitrary allowance of thirty minutes plus the allowance provided in item 2 hereof.

4. At other than terminals listed in Appendix A, engineers may be required at the start or close of their days work to start or close down diesel engines, open or close flash cocks, cover or uncover exhaust stacks, put engine in house or take engine out of house, connect or disconnect standby heaters, and place necessary supplies on engines in their charge . For performing any one or more of the services referred to herein, the engineer will be paid on a minute basis with a minimum of one hour in addition to all other time for the trip. Separate payment shall be made if required to perform any or all at both start and close of their days work. Engineers will not be required to bar an engine over before starting it.

This agreement shall become effective November 1, 1966, and will remain in effect thereafter, subject to the serving of thirty (30) days notice by one party upon the other, further handling to be in accordance with the amended Railway Labor Act.

Signed at Chicago, Illinois this 25th day of October , 1966.

FOR THE ORGANIZATION:

/s/ K. C. SALLEE

General Chairman, BLE

/s/ B. N. WHITMIRE
Assistant Grand Chief Engineer

FOR THE CARRIER:
/s/ A. E. EGBERS /s/ C. J. MAHER
Assistant to the President Staff Officer
pg. 289 Appendix A

MAIN LINE TERMINALS

Chicago- St. Louis
Clyde

Savanna North St. Louis

North La Crosse Lincoln

Minneapolis Omaha

St. Paul-Daytons Buff Hastings

Galesburg Ravenna

Beardstown Wymore

Centralia McCook

Paducah Akron

East St. Louis Denver

Hannibal Sterling

Burlington Seneca

Ottumwa Alliance

Creston Guernsey

Council Bluffs Casper

Pacific Junction Bonneville

West Quincy Greybull

Brookfield Laurel

St. Joseph Billings

Kansas City-Murray Sheridan

Gillette

Edgemont

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MEMORANDUM OF AGREEMENT

between the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Pursuant to notice served by the Brotherhood of Locomotive Engineers upon the Chicago, Burlington & Quincy Railroad Company, the Five-Day Work Week Rules of Article 3, Agreement A, dated May 23, 1952, and the Five-Day Yard rates of pay, shall become effective for engineers in yard service as covered by letter of understanding of even date.

For the purpose of implementing the aforesaid provisions of Article 3, Agreement A, the agreement dated May 23, 1952, the following understandings are entered into:

Section 1

At least 30 days prior to date the five day week becomes effective on a division, local officers and local BLE Committee on that division will examine the service requirements on their particular division with a view to establishing regular assignments and regular relief assignments as referred to in Article 3, Sections 1 (b) and 3 Agreement A dated May 23, 1952.

Section 2

Notices will be posted advertising all regular yard assignments, including regular rest day relief assignments for engineers and a job number assigned. Such notices will include information as to starting time, days assigned to work and rest days of the assignment. Applications will be received for a period of seven days from date of notice. All engineers applying for position under the notices shall designate by the number and starting time designations, the assignment they desire in the order of preference. Local officers and Local Chairmen will arrange the initial assignment of engineers to jobs in accordance and preference, after which notices will be posted listing the names of the engineers assigned. The provisions of this paragraph will apply at all yard locations where one or more rest day relief assignments are established. After the initial assignment of relief assignment, any changes in regular or relief assignment will be handled under provisions of existing agreements.

Section 3

All assignments in effect as of day preceding the effective date of the Five-Day Week at yard locations affected by paragraph 2 will be considered abolished upon completion of tour of duty commencing that date.

Section 4

No deadhead payments will be allowed as a result of changing assignments in accordance with provisions of this agreement to conform with the five-day work week.

Section 5

A regularly assigned yard engineer whose assignment is temporarily annulled under Rule 24-C may:

(a) First, fill vacancies as engineer of one day in yard service on his shift at the same terminal ahead of men on the engineers extra list. To be entitled to this privilege, the engineer must place himself on the engineers extra list in advance of calling time for the vacancy involved.

(b) Second, displace any junior regular assigned engineer in yard service on his shift at the same terminal.

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(c) All regularly assigned engineers displaced resulting from the temporary annulling of yard assignments, may also exercise seniority as outlined in (a) or (b).

(d) Regularly assigned engineers whose yard assignments are temporarily annulled who exercise seniority under (a) or (b), and regularly assigned engineers who are displaced resulting from such annulling and who exercise seniority per (a) or (b) must return to their regular yard assignments following the annulment.

(e) It is understood engineers who exercise seniority under (a) or (b), must have at least 8 hours to work under the Hours of Service Law as a requisite to being available for service.

(f) A regularly assigned yard engineer whose assignment is annulled on the holiday will lay in with his assignment. However, if he does not qualify for holiday pay for the holiday he will be entitled to exercise his seniority as outlined in Section 6(a) and (b) hereof.

(g) It is understood that if a regularly assigned engineer works on a job when his assignment is annulled which makes him unavailable for service on his regular assignment the following day, there will be no basis for any claim in his behalf, however he may make up day lost under Section 6(a).

Section 6

(a) Regularly assigned engineers who are unable to work five days in the seven-day period, Sunday through Saturday, through no fault of their own, as a result of the exercise of seniority from one assignment to another, or lacking sufficient seniority to work due to annulments or reductions of assignments, will be permitted, on the rest day or rest days of their assignment, to work vacancies on their shift ahead of extra men in order to work a total of five days in that

seven-day period. If unable to work because of insufficient vacancies through no fault of their own, they will be permitted to make up the time on subsequent rest days.

(b) In all cases the privilege of making up time lost must be exercised on the earliest rest days or days vacancies occur, otherwise the right is forfeited.

(c) If the foregoing results in a regular engineer working more than five days in his work week (the work week begins on the first work day following rest days of the assignment) such service will be performed at the pro rata rate, except that this does not set aside the provisions of Article I, Sections 2 and 3 of the National Agreement dated June 25, 1964 dealing with paid holidays.

(d) Regularly assigned engineers desiring to work their rest days due to loss of time as set forth hereinabove will contact the Local Chairman who will verify such engineers statements as to time worked and time lost as referred to above. The men will be marked for service according to the Local Chairmans instructions to the proper Carrier personnel, all in accordance with the provisions of this agreement.

(e) Due to the provisions of 6 (a), (b), (c), and (d), the Organization will not progress any time claims for men who allege that the Carrier is in violation of the provisions of the National Five-Day Work Week Agreement of May 23, 1952.

Section 7

(a) For the purpose of applying Section 6, Article III Extra Employes, of the Five-Day Work Week Agreement, the semi-monthly periods will be from the 1st to the 15th of the month, inclusive, and from the 16th to the last day of the month, inclusive.

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(b) Should a vacancy occur for any reason in service covered by this agreement which would be filled from the engineers extra list and the extra list is exhausted, the vacancy will be filled in the following order:

(1) By the senior available demoted engineer who is holding a regular assignment on the same shift. Such available demoted engineer will not be used on his rest day or days, nor on any day after he has performed a shift of service in a grade of service other than engineer.

(2) By the senior available regularly assigned engineer for whom it is a work day, who (a) has already worked that day, (b) is available to double without loss of time by the crew to which doubling, and (c) has eight hours to work under the Hours of Service Law.

(4) By the senior available demoted engineer.

(c) If the use of an engineer under this section renders him unavailable for service on his regular assignment the following day, he shall have no basis for any claim, however, he may make up day lost under Section 6(a).

(d) It is understood that engineers covered by subparagraphs (2) and (3) will be called for service thereunder provided they have on file with the caller a written request. Engineers who have indicated their desire to perform extra service under this section on their rest days will be required to protect such extra service unless they seek and secure permission to lay off in the usual manner. A written request for service on rest days may be cancelled upon five days advance written notice to the caller.

In which event the engineer will not be permitted to again sign up to work on his rest days until five days have expired.

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Section 8

At locations where regular rest day relief assignments are not in existence to perform five days of work per week (either by assignments of rest day relief work only or combination of regular service and regular relief work as covered in Section 3 of Article III of the Five--Day Work Week Agreement) and no engineers extra list is maintained at such locations, or engineers are not making up time as provided in this agreement, the rest day work will be performed by the regularly assigned engineer at the straight time rate of pay. At such locations where regular rest day relief assignments are in existence and no engineers extra list is maintained at such locations the provisions of the preceding sentence will apply to the rest day relief work not covered by the rest day relief assignment. It is understood that Section 4 (a) of Article III of Agreement A of May 23, 1952 will govern the accumulation of rest days.

Section 9

This agreement supersedes such provisions of rules and agreements that are in conflict therewith.

Section 10

It is understood that the understanding outlined in Category P Mediation Agreement A-4359, will be reduced to read less than five days where it no reads less than six days if this agreement is made effective on the divisions having yard assignments working under the provisions of Category P.

This Agreement shall become effective as indicated in letter of understanding of even date and continue in effect thereafter subject to the serving of thirty days notice by one party upon the other party, further handling to be in accordance with the provisions of the Amended Railway Labor Act.

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Signed at Chicago, Illinois this 25th day of October, 1966.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ K. C. SALLEE
General Chairman

APPROVED:

/s/ B. N. SHITMIRE
Asst. Grand Chief Engineer

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

/s/ A. E. EGBERS
Assistant to the President
/s/ C. J. MAHER
Staff Offi
pg. 299 E-9-C-6

MEMORANDUM OF AGREEMENT

between the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In disposition of the Brotherhood of Locomotive Engineers Section 6 notice of April 5, 1957 dealing with other than assigned passenger engineers being used to protect special or extra passenger service, it is agreed:

Section 1

It is understood that the Agreement of January 23, 1941, page 108 current schedule, will also be applied to freight pool engineers used to protect special or extra passenger service.

Section 2

This agreement will not change the present agreement for Aurora main line pool engineers who have Clyde as away-from-home terminal.

This agreement shall become effective October 15, 1966, and will remain in effect subject to the serving of thirty (30) days notice by one party upon the other, further handling to be accordance with the amended Railway Labor Act.

Signed at Chicago, Illinois the 6th day of October ,1966.
pg. 300

FOR THE ORGANIZATION:

/s/ K. C. SALLEE
General Chairman

/s/ B. N. WHITMIRE
Asst. Grand Chief Engineer

FOR THE CARRIER:

/s/ A. E. EGBERS
Assistant to the President

/s/ C. J. MAHER
Staff Officer

pg. 301 E-9-K-252

MEMORANDUM OF AGREEMENT

between the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In disposition of the Organizations Section 6 notice of July 14, 1966 requesting pay in behalf of engineers who are called for jury duty, it is agreed:

An engineer who is called for jur shall be excused from work for the days on which he serves, and he shall receive for each such day of service, on which he would have bben regularly

scheduled to work, the difference between eight hours at his applicable pro-rata rate of pay and the payment to which he is entitled for such jury service with a maximum of 10 days per year.

The employe will present proof of such jury service and the amount of pay he received therefor.

This agreement shall become effective November 1, 1966, and will remain in effect subject to the serving of thirty (30) days notice by one party upon the other, further handling to be in accordance with the amended Railway Labor Act.

Signed at Chicago, Illinois the 25th day of October 1966.

FOR THE ORGANIZATION: FOR THE CARRIER:

/s/ K. C. SALLEE /s/ A. E. EGBERS
General Chairman Assistant to the President

/s/ B. N. WHITMIRE /s/ C. J. MAHER
Asst. Grand Chief Staff Officer
Engineer

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MEMORANDUM OF AGREEMENT

between the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

and the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN**

**ORDER OF RAILWAY CONDUSTROS AND BRAKEMEN
BROTHERHOOD OF RAILROAD TRAINMEN**

In full and complete disposition of the organizations request for payment for attendance at investigations, re-examinations on operating and / or mechanical rules, safety instruction classes or meetings, and physical re-examinations, it is agreed as follows:

1.(a) Employes required by the Carrier to attend an investigation in pursuance of the provisions of the Agreement of February 1, 1947 (dealing with investigation and assessment of discipline) to determine the facts and their responsibility in connection with an accident or alleged violation of operating or mechanical rules, who are not found guilty, will be paid for all time lost. If no time is lost, such employes who are not found guilty will be paid for actual time spent at the investigation at the straight time rate of the last service performed.

1(b) These provisions shall also apply to employes required by the Carrier to attend investigations as witnesses. The Carrier will call all witnesses who can give pertinent testimony in connection with the specific occurrence being investigated.

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2(a) When employes are required by the Carrier to attend periodical re-examination on operating and/or mechanical book of rules or instruction classes, they will be compensated therefor at straight time rate of the last service performed for actual time consumed in excess of two hours computed from time required to report until released.

2(b) This provision is not applicable in connection with examination on rules required for promotion, or when required following return to service after absence from service for any reason such as but not limited to illness or furlough.

3(a) When employes are required by the Carrier to submit to periodical physical re-examination, they will be compensated therefor at the straight time rate of the last service performed for the actual time consumed in excess of two hours computed from the time of appointment to completion of the examination.

3(b) This provision is not applicable in connection with any physical re-examination that may be required for promotion, or following return to service after absence from service for any reason such as but not limited to illness or furlough. Likewise it will not apply in connection with physical examinations conducted in connection with modification or lifting of a restriction made because of physical condition.

NOTE: Employes who are required to submit to periodical physical re-examinations will be examined at the nearest point where regularly appointed physicians are available and this without loss of time. Employes may arrange to take such examinations at their away from home terminal.

This agreement shall become effective July 16, 1964, and shall continue in effect thereafter subject to the serving of thirty (30) days notice by one party upon the other party, further handling to be in pursuance of the provisions of the Railway Labor Act.

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Signed at Chicago, Illinois, this 6th day of July, 1964.

FOR THE EMPLOYEES:

/s/ K. C. SALLEE

General Chairman, BLE

/s/ K. E. SMITH

General Chairman, BLF&E
/s/ G. R. FIELD
General Chairman, ORG&B
/s/ V. R. ROBERTS
General Chairman, BRT

FOR THE CARRIER:

/s/ A. E. EGBERS
Asst. to Vice President-Operation
Labor Relations

APPROVED:

/s/ C. J. COUGHLIN
Asst. Grand Chief Engr., BLE
/s/ M. A. ROSS
Vice President, BLF&E
/s/ G. R. FIELD
Acting Vice President, ORC&B
/s/ P. K. BYERS
Vice President, BRT

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MEMORANDUM OF AGREEMENT

between the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In disposition of the Organizations Section 6 notice of March 15, 1957 for a monthly guarantee to engineers assigned to extra list, it is agreed as follows:

1. When an extra board engineer is available for service from the extra board for a full calendar month and does not lay off of his own accord, he will be guaranteed the equivalent of 30 days per month at the minimum through freight rate.
2. All compensation will be included in computing this guarantee.

3. If an engineer assigned to the extra board is removed therefrom under the application of the Mileage Regulation Provisions, the guarantee provided herein will be pro-rated on the basis of the number of days he was assigned to the engineers extra board.

4. If an engineer is assigned to the extra board through the application of the Mileage Regulation Rule, after the first day of the month the guarantee referred to will be pro-rated on the basis of the number of days actually assigned to the extra list.

5. If the five-day week for engineers becomes effective, and the engineers extra board protects only yard service, the guarantee will be reduced to the equivalent of 22 days per month at the 5-day yard rate applicable to locomotive weighing 200,000 to 250,000 lbs.
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This agreement will become effective November 1, 1966 and will continue in effect thereafter subject to the serving of thirty day notice by one party upon the other party, further handling to be in accordance with the provisions of the Railway Labor Act.

Signed at Chicago, Illinois this 25th day of October , 1966.

FOR THE ORGANIZATION:

/s/ K. C. SALLEE

General Chairman

/s/ B. N. WHITMIRE

Asst. Grand Chief Engineer

FOR THE CARRIER:

/s/ A. E. EGBERS

Assistant to the President

/s/ C. J. MAHER

Staff Officer

pg. 307 E-10-C-576

MEMORANDUM OF AGREEMENT

between the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

and the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN**

The following understanding is reached in disposition of the Employees Section 6 Notice of October 15, 1964 and the Carriers Proposal of October 23, 1964:

When yard engine crews are not granted meal period within the hours specified in Rule 22, they will be allowed an additional 20 minutes at the overtime rate. If the second meal period is not granted within the time limit specified in said rule, engine crews will also receive an additional 20 minutes at overtime rates.

In those cases where a second meal period become due under the rule, it is understood that supervision will see that they consult with both the engineer and yard foreman in arranging the second meal period and if they want to take it rather than working through, it should be arranged in a place where they can secure food.

The agreement shall become effective October 1, 1966 and shall continue in effect thereafter subject to the procedural requirements of the Railway Labor Act, by serving thirty days notice one party on the other.

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Signed at Chicago, Illinois, this 23rd day of September , 1966.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ K. C. SALLEE
General Chairman

FOR THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN:

/s/ K. E. SMITH

General Chairman

FOR THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

/s/ A. E. EGBERS
Assistant to the President

pg. 309 E-10-A-76
October 6, 1966

E-7003-62

Mr. K. C. Sallee
General Chairman, BLE
Aurora, Illinois

Dear Sir:

Referring to previous correspondence concerning your Section 6 notice of April 4, 1962 of desire to negotiate an agreement that when a yard engineer works two consecutive assignments and the ground men are witchmen on both assignments, that the second tour of duty will be at punitive rate if performed within 22 1/2 hours, also Carriers counterproposal of July 20, 1966.

During conference on September 27, 1966 it was agreed engineers in yard service are now and have in the past been paid at the punitive rate for all time worked in excess of eight hours in any 24 hour period, therefore you agreed to withdraw your Section 6 notice of April 4, 1962, requesting an agreement that when yard engineer works two consecutive assignments and the ground men are switchmen on both assignments, that the second tour of duty will be at the punitive rate if performed within 22 1/2 hours, with the understanding that the Carriers counterproposal of July 20, 1966 will also be withdrawn.

Will you please acknowledge receipt by affixing your signature in the space provided at the lower left hand corner of this letter.

Yours truly,

/s/ A. E. EGBERS

APPROVED:

/s/ K. C. SALLEE
General Chairman, BLE

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MEMORANDUM OF AGREEMENT

between the

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

and the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN**

In disposition of the request by the BLE and BLF&E under Section 6 of the Railway Labor Act on March 21, 1966, to negotiate an agreement in connection with an engineer or fireman using their personal automobile for deadhead purposes it is agreed:

1. When an engineer or fireman is deadheaded in instances where payment is due under Rule 41, and there is no available passenger or freight service, or bus transportation, on which he can be deadheaded, on the day the employ is instructed to deadhead, the employe may use his personal automobile and will be allowed 8 cent per mile. It is understood that an employe will not be required to use his personal automobile.

2. Where an employe is required to exercise his seniority at an outside point in the application of Rules 55 or 57, or while at an outside point is displaced and cannot hold a job at that point, he will also be subject to the allowance of the 8 cent a mile for use of his personal automobile but not to exceed mileage from or to division headquarters, if no train service or bus transportation available on the date he is required to go to outside point or is displaced at out side point.

3. This understanding does not preclude this Carrier from providing other means of transportation rather than permitting an employe to use his automobile.

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This agreement will become effective on the date signed and will continue in effect thereafter subject to the service of thirty days notice by one party upon the other party; further handling to be in conformity with the procedural requirements of the Railway Labor Act.

Signed at Chicago, Illinois, this 31st day of May, 1966.

FOR THE ORGANIZATIONS:

/s/ K. C. SALLEE
General Chairman, BLE

/s/ K. E. SMITH
General Chairman, BLF&E

FOR THE CARRIER:

/s/ A. E. EGBERS
Asst. to Vice-President Operation
(Labor Relations)

/s/ C. J. MAHER
Staff Officer

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MEMORANDUM OF AGREEMENT

between the

CHICAGO, BURLINGTON & QUINCY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The following understandings are reached respecting interchange deliveries which become stalled:

1. Engineer in yard service will be used to assist foreign line stalled interchange trains, inclusive of CB&Q interchange trains, when stalled within the general switching limits of CB&Q yards.
2. When permissible, engineers in yard service will be used to assist other CB&Q crews handling stalled interchange trains between CB&Q yards and foreign line delivery point yards, excepting that foreign line crews may properly be required to assist stalled CB&Q interchange trains with-in the general switching limits of the foreign line yard where train is stalled.

Signed at Chicago, Illinois, this 31st day of October, 1969

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ K. C. Sallee /s/ R. C. Hass
General Chairman Member, Executive Committee
/s/ C. G. Hanks /s/ C. B. Emmitt
Vice Chairman Member, Executive Committee
/s/ C. E. Seitz
Secretary-Treasurer

FOR THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY:

/s/ A. E. Egbers
Asst. to President, Labor Relations